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CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY JANUARY 21, 2025 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 January 7, 2024.
- D. Hearings.
- E. Organizational Mayoral Appointments:
 - 1. Melissa Ferguson, 7612 S 70th St , Ald Dist. 5 – Personnel Committee, 3 year unexpired term expiring 04/30/26.
 - 2. Rebecca L Eberhardt, 8607 S. Deerwood Ln., Ald Dist 6 – Board of Health, 2 year unexpired term, expiring 04/30/26.
- F Letters.
- G. Reports and Recommendations:
 - 1. An Ordinance to Amend the Municipal Code to Change the Sales Start Time of Labor Day Monday at St. Martins Fair.
 - 2. A Resolution Authorizing Certain Officials to Execute a Service Sanitation Portable Restroom Facilities Agreement for the 2025 St. Martins Fair with Service Sanitation of Wisconsin, Inc.
 - 3. Motion to Request Council approval of an MOU between the Franklin Police Department and the Franklin School District which places a second School Resource Officer (SRO) into the Franklin Public Schools beginning the 2025-2026 school year.
 - 4. Motion to Request Council approval for the Police Department to accept a Bureau of Justice Assistance Grant for the purchase of Body-Worn Cameras (BWCs).
 - 5. Approval to enter into Service Agreement with Axon for purchase of Taser 10 as approved in 2025 budget.
 - 6. Concept Review for a Condominium Development located at 11590 W. Meadowview Drive (Bear Development, LLC, Applicant).

- 7 Standards, Findings and Decision of the City of Franklin Common Council upon the Application of Andrew Chromy of the Franklin Public Schools, applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance.
- 8 A Resolution Authorizing Certain Officials to Execute Amendment No 2 to the General Municipal Engineering Services Agreement with Graef-USA Inc.
- 9 A Resolution to Issue Change Order No. 1 for the Water Tower Transmission Main Contract C Project to Increase the Contract Price by \$11,193.80 to Vinton Construction Co.
- 10 A Resolution to Issue Change Order No. 2 for the Water Tower Transmission Main Contract C Project to Increase the Contract Price by \$10,271.79 and the Contract Timeframe by 175 days to Vinton Construction Co.
11. A Resolution authorizing certain officials to accept the 30-foot-wide Sanitary Sewer Easement and the 50-foot-wide Temporary Construction Easement from Shiv Shakti Venture, LLC at 7800 and 8050 W Ryan Road TKN 885-9999-010 and TKN 885-9999-008.
12. A Resolution Authorizing Certain Officials to Accept a 50-Foot-Wide Temporary Construction Easement from Carma Laboratories, Inc. to the City of Franklin, along the South Property Lines of Lots 3 & 2 of the Carma Laboratories, Inc. Property at 9410 S. 76th Street TKNS 884-9003-000 and 884-9002-000.
13. A Resolution to Authorize Staff to Execute and Record a Sanitary Easement from 7521 W. Ryan Road (James B O'Malley, Revocable Trust) TKN 897-9996-000.
14. A Resolution to Authorize a Professional Services Contract with Foth Infrastructure & Environment, LLC to Provide Design and Construction Engineering Services for the Ryan Road Trunk Sewer for a fee of \$84,000.
15. A Resolution to Award the Ryan Road Trunk Sewer Project to the Lowest Responsible Bidder, the Wanasek Corp. in the amount of \$236,780.00.
16. Standards, Findings and Decision of the City of Franklin Common Council upon the Application of Croatian Eagles Soccer Club, applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance
17. An Ordinance to amend §15-10.0102 Membership, of the Unified Development Ordinance (UDO) to change the Plan Commission membership to remove the City Engineer member and in place thereof provide an alderperson to serve on the Plan Commission (City of Franklin, Applicant).
18. An Ordinance to amend the Unified Development Ordinance (UDO) to define "Developer's deposit" in Section 15-11.0103 Specific words and phrases (City of Franklin, applicant)
19. An Ordinance to Amend §10-7 Parks Commission, of the Municipal Code to add and incorporate the powers and duties of the Environmental Commission and to add the Current Members thereof to be Members of the Parks Commission, and to Repeal and Rescind §10-14 Environmental Commission, of the Municipal Code.

20. Motion to approve the Public Health Strategist job description and authorization to fill the position.
21. Motion to approve the Franklin Health Department to accept monetary donations in the amount of \$1,000.00 from the Franklin Lions Club to support health education in the City of Franklin.
22. A Resolution Authorizing Franklin Director of Health and Human Services to Accept and Execute the 2024-2025 Alliance for Wisconsin Youth Mini Grant.
23. A Resolution Authorizing Franklin Director of Health and Human Services to accept and execute the 2024-2025 Division of Public Health Prevention Grant Contract.
24. 2025 Professional Services Agreement Between the City of Franklin and Racine County for Services to Verify a Certified Soil Tester's Soil & Site Evaluation.
25. Geographic Marketing Advantage, LLC Agreement for Geographic Information System (GIS) Support and Database Maintenance Services for 2025.
26. An Ordinance to Increase the Publication of Liquor License for a New License Year from \$10.00 to \$15.00 and Increase the Publication of Liquor License for Publication During the License Year from \$15.00 to \$30.00.
27. Claim submitted by Steven Sharratt on November 27, 2024, alleging tire damage to his vehicle as a result of hitting a pothole/cut in the road in the City of Franklin on August 4, 2024. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate the public business process and terms with regard to the Steven Sharratt claim, and Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject claim and litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
28. Potential development and proposal and potential development agreement for the property located at 3303 W. Oakwood Road, bearing TKN 951-9994-002, within Tax Incremental District No. 8. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential development and proposal and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of a potential development agreement for the development of property located at 3303 West Oakwood Road, bearing TKN 951-9994-002, within Tax Incremental District No. 8, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
29. *City of Franklin v BPC Master Developer, LLC* and Michael Zimmerman; Milwaukee County Circuit Court Case No. 24-CV-7479 and Tax Incremental District No. 5 Development Agreement — 2024 Shortfall Payment. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Common Council Meeting Agenda

January 21, 2025

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H Licenses and Permits. License Committee Meeting of January 21, 2025.

I Bills
Request for Approval of Vouchers and Payroll.

J. Adjournment

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

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

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

REMINDERS.

January 23	Plan Commission	6:00 p.m.
February 4	Common Council	6.30 p.m.
February 6	Plan Commission	6:00 p.m.
February 18	Spring Primary Election	7:00 a.m.-8:00 p m.
February 19	Common Council	6:30 p.m.

C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JANUARY 7, 2025
MINUTES

- ROLL CALL A. The regular meeting of the Franklin Common Council was held on January 7, 2025, 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 Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderman Barber and Alderman Craig. Alderwoman Day was excused. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.

- CITIZEN COMMENT B Citizen comment period was opened at 6:34 p.m. and was closed at 6:34 p.m.

- MINUTES
DECEMBER 17, 2024 C. Alderman Barber moved to approve the minutes of the Common Council meeting of December 17, 2024, as presented. Seconded by Alderman Hasan. All voted Aye; motion carried.

- MAYORAL
APPOINTMENTS E. Alderwoman Eichmann moved to confirm the following Mayoral appointments:
 - 1. Cathleen Richard, 10252 W. Deerwood Ln., Ald. Dist. 6- Personnel Committee, 3 year unexpired term expiring 04/30/27.
 - 2. Cathleen Richard, 10252 W. Deerwood Ln., Ald. Dist. 6 - Board of Water Commissioners, 5 year unexpired term expiring 09/30/25.Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried

- ORD. 2025-2653 G.1. Alderman Barber moved to adopt Ordinance No. 2025-2653, AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND AND AMERICAN RESCUE PLAN ACT FUND TO PROVIDE \$718,000 OF DEPARTMENT OF PUBLIC WORKS CAMPUS UTILITIES APPROPRIATIONS AND RESOURCES TO SUPPORT THE PROJECT COSTS FUNDED THROUGH THE AMERICAN RESCUE PLAN ACT. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

- | | | |
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| W. ST. MARTINS
ROAD WATER MAIN
EXTENSION PROJECT | G.2. | Alderman Barber moved to authorize staff to advertise and bid on the W. St. Martins Road Water Main Extension Project, ensuring project completion before Wisconsin Department of Transportation begins its roadwork on Hwy 100. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| RYAN ROAD TRUNK
SEWER | G.3. | Alderman Barber moved to table to the January 21, 2025 Common Council meeting. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried. |
| TRAINING SERVICES
WITH THE CITY OF
WAUWATOSA FIRE
DEPARTMENT | G.4. | Alderman Barber moved to approve participation in an Intergovernmental Agreement for Fire and Rescue Training Facilities and Services with the City of Wauwatosa Fire Department. Seconded by Alderman Hasan. All voted Aye; motion carried. |
| PARKS AND
ENVIRONMENTAL
COMMISSION | G.5. | Alderman Hasan moved to table to the January 21, 2025 Common Council meeting. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried. |
| RES. 2025-8247
INSTALLATION OF A
FENCE-3651 W
SHERWOOD DR | G.6. | Alderwoman Eichmann moved to adopt Resolution No. 2025-8247, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 30 FOOT PRIVATE PLANTING SCREEN PLAT RESTRICTION, UPON LOT 16 IN BLOCK 8 OF SOUTHWOOD EAST SUBDIVISION (3651 W. SHERWOOD DRIVE) (DALE & ABBIE GILEWSKI, APPLICANTS). Seconded by Alderman Craig. All voted Aye; motion carried. |
| RES. 2025-8248
INSTALLATION OF A
SHED-4107 W
BARNWOOD CT | G.7. | Alderman Craig moved to adopt Resolution No. 2025-8248, A RESOLUTION AUTHORIZING THE INSTALLATION OF A SHED WITHIN THE 30 FOOT PRIVATE PLANTING SCREEN PLAT RESTRICTION, UPON LOT 2 IN SOUTHWOOD EAST ADDITION NO. 2 SUBDIVISION (4107 W. BARNWOOD COURT) (MARK ANHALT, APPLICANT). Seconded by Alderman Hasan. All voted Aye; motion carried. |
| SALE OF SURPLUS
VEHICLES &
EQUIPMENT | G.8. | Alderman Barber moved to place on file. Seconded by Alderman Hasan. |
| ORD. 2025-2654
REQUIRED RAPID 7
RENEWAL | G.9. | Alderwoman Eichmann moved to adopt Ordinance No. 2025-2654, AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$81,000 OF CONTINGENCY APPROPRIATIONS TO CITY-WIDE SOFTWARE MAINTENANCE FOR THE REQUIRED RAPID 7 RENEWAL. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried. |

- 2025 LOCAL STREET IMPROVEMENT PROGRAM G.10. Alderman Barber moved to authorize staff to proceed to advertise and bid the 2025 Local Street Improvement Program. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2025-8249
ADDENDUM NO. 3
DPW HOLDING TANK G.11. Alderman Barber moved to adopt Resolution No. 2025-8249, A RESOLUTION TO APPROVE ADDENDUM NO. 3 IN THE AMOUNT OF \$10,000-\$15,000 TO FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2025-8250
STORM WATER AGREEMENTS
10903 S 60TH ST G.12. Alderman Craig moved to adopt Resolution No. 2025-8250, A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES MAINTENANCE AGREEMENT AND A STORM WATER MANAGEMENT ACCESS EASEMENT FOR 10903 S. 60TH STREET, TKN 982-9992-005, subject to changes by the engineering department and the city attorney to the documents. Seconded by Alderman Barber. All voted Aye; motion carried.
- ORD. 2025-2655
PROVIDE \$20,000
TREES &
LANDSCAPING
APPROPRIATIONS G.13 Alderman Barber moved to adopt Ordinance No. 2025-2655, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND TO PROVIDE \$20,000 OF TREES & LANDSCAPING APPROPRIATIONS FOR THE PURCHASING AND INSTALLATION OF CITY TREES. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
- ORD. 2025-2656
PROVIDE \$10,000 OF
WI DNR URBAN
FORESTRY GRANT
RESOURCES AND
REMAINING 2024
APPROPRIATIONS
FOR INSTALLATION
OF CITY TREES G.14. Alderman Hasan moved to adopt Ordinance No. 2025-2656, AN ORDINANCE TO AMEND ORDINANCE 2024-2649, AN ORDINANCE ADOPTING THE 2025 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND TO PROVIDE \$10,000 OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES URBAN FORESTRY GRANT RESOURCES AND ALL REMAINING UNUSED 2024 APPROPRIATIONS BE CARRIED FORWARD TO THE 2025 BUDGET FOR THE FINAL PURCHASING AND INSTALLATION OF CITY TREES. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.
- RESCHEDULE
COMMON COUNCIL
MEETINGS G.15. Alderman Hasan moved to reschedule the Common Council meeting of February 18, 2025 to February 19, 2025, if needed due to the meeting falling on Election Day of the Spring Primary, and to reschedule the Common Council meeting of April 1, 2025 to April 2, 2025 due to the Spring Election. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

CLOSED SESSION
POTENTIAL
ACQUISITION OF THE
PROPERTY AT 9371 W
LOOMIS RD

- G.16. Alderwoman Eichmann moved to enter closed session at 7:11 p.m. pursuant to Wis. Stat. §19.85(l)(e), for competitive and bargaining reasons, to consider the potential acquisition of the property at 9371 W. Loomis Road (TKN 801-9995-000; 1.565 acres) and the property adjacent thereto (TKN 801-9996-000; 3.629 acres) for public services use(s) and public facilities purposes, and the negotiating of the purchase and the investing of public funds with regard to the potential acquisition thereof, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 7:31 p.m., Alderman Barber moved to approve as discussed in closed session. Seconded by Alderman Craig. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

- H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of January 7, 2025.

Grant 2024-25 Class A Combination License Change of Agent to Pick'n Save #6360, Ultra Mart Foods, LLC, Todd Glaser, 7201 S 76th St;

Grant Temporary Entertainment & Amusement License to Franklin Police Department, PO Gary Wallace, National Night Out–Crime Prevention Community Event, Franklin Public Library-9151 W Loomis Rd, 8/4/25;

Grant Temporary Entertainment/Amusement License & Temporary “Class B” Beer & Wine Retailer’s License to Franklin Civic Celebration Committee, John Bergner, Independence Celebration, City Hall-9229 W Loomis Rd, 7/3-7/6/25;

Approved Public Grant (People Uniting for the Betterment of Life and Investment in the Community) to St Martin of Tours Parish-St Martin’s Fair, Fall Harvest Festival and Scally Brothers Concert, Temporary “Class B” Beer & Wine, Temporary Entertainment & Amusement, Operators License, St Martin’s Fair Permit, 7/13/25, 8/31-9/1/25, TBD November 2025, St Martin of Tours Parish Hall at 7963 S 116th St, St Martin’s Labor Day Fair; and

Reviewed Police Incident Reports for Class A & B Establishments from 5/15/24-12/6/24 and is calling in On The Border for an appearance.

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 January 2, 2025, in the amount of \$2,477,295.88, and payroll dated December 27, 2024 in the amount of \$462,871.05 and payments of the various payroll deductions in the amount of \$614,679.03 plus City

matching payments, and estimated payroll dated January 10, 2025 in the amount of \$488,000 and payments of the various payroll deductions in the amount of \$265,000 plus City matching payments. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 7:34 p.m. Seconded by Alderman Hasan. All voted Aye; motion carried.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1-21-25
ORGANIZATIONAL BUSINESS	Mayoral Appointment	ITEM NUMBER <i>E. 1.-2.</i>

The Mayor has made the following appointments for Council confirmation:

1. Melissa Ferguson, 7612 S. 70th St., Ald. Dist. 5 – Personnel Committee, 3 year unexpired term expiring 04/30/26.
2. Rebecca L Eberhardt, 8607 S. Deerwood Ln., Ald. Dist. 6 – Board of Health, 2 year unexpired term, expiring 04/30/26.

COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral appointment:

1. Melissa Ferguson, 7612 S. 70th St., Ald. Dist. 5 – Personnel Committee, 3 year unexpired term expiring 04/30/26.
2. Rebecca L Eberhardt, 8607 S. Deerwood Ln., Ald. Dist. 6 – Board of Health, 2 year unexpired term, expiring 04/30/26.

ROLL CALL VOTE

Maggie Poplar

From: volunteerfactsheet@franklinwi.info
Sent: Tuesday, January 7, 2025 7:32 PM
To: Lisa Huening; Shirley Roberts; Maggie Poplar
Subject: Volunteer Fact Sheet

Name: Melissa Ferguson
PhoneNumber:
EmailAddress: mfergi83@hotmail.com
YearsasResident: 5 1/2
Alderman:
ArchitecturalBoard:
CivicCelebrations:
CommunityDevelopmentAuthority:
EconomicDevelopmentCommission:
EnvironmentalCommission:
FinanceCommittee:
FairCommission:
BoardofHealth: on
FirePoliceCommission:
ParksCommission:
LibraryBoard:
PlanCommission:
PersonnelCommittee: on
BoardofReview:
BoardofPublicWorks:
QuarryMonitoringCommittee:
TechnologyCommission:
TourismCommission:
BoardofZoning:
WasteFacilitiesMonitoringCommittee:
BoardWaterCommissioners:
CompanyNameJob1: Orthopedic Institute of Wisconsin
CompanyAddressJob1:
TelephoneJob1:
StartDateandPositionJob1:
EndDateandPositionJob1:
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature: Melissa A Ferguson

Date: 01/07/2025

Signature2: Melissa A Ferguson

Date2: 01/07/2025

Address: 7612 S 70th St Franklin, WI

PriorityListing: 1. Board of Health 2. Personnel Committee

WhyInterested: I have been in healthcare for 20+ years and have a strong interest in the health of Franklin, WI I also, have a strong belief in the personnel of Franklin and would like to be apart of those decisions.

DescriptionofDutiesJob1:

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

See Current Results

Maggie Poplar

From: volunteerfactsheet@franklinwi.info
Sent: Friday, July 5, 2024 5:09 PM
To: Lisa Huening, Shirley Roberts, Maggie Poplar
Subject: Volunteer Fact Sheet

Name: Rebecca L Eberhardt
PhoneNumber:
EmailAddress: eberhardt.rebecca@gmail.com
YearsasResident: 20
Alderman: 6
ArchitecturalBoard:
CivicCelebrations:
CommunityDevelopmentAuthority:
EconomicDevelopmentCommission:
EnvironmentalCommission:
FinanceCommittee:
FairCommission:
BoardofHealth: on
FirePoliceCommission:
ParksCommission:
LibraryBoard:
PlanCommission:
PersonnelCommittee:
BoardofReview:
BoardofPublicWorks:
QuarryMonitoringCommittee:
TechnologyCommission:
TourismCommission:
BoardofZoning:
WasteFacilitiesMonitoringCommittee:
BoardWaterCommissioners:
CompanyNameJob1: Aurora Health Care (St Lukes)
CompanyAddressJob1: 2900 W Oklahoma Ave
TelephoneJob1: 414-649-6000
StartDateandPositionJob1: December 2000
EndDateandPositionJob1: currently employed full time
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature: Rebecca Eberhardt

Date: 07/05/2024

Signature2: Rebecca Eberhardt

Date2: 7/5/24

Address: 8607 S DEERWOOD LN

PriorityListing:

WhyInterested:

I am a long time Franklin resident, a nurse with a degree in Healthcare Policy, and have a strong interest in serving my community.

DescriptionofDutiesJob1:

Currently work as a Nursing Professional Development specialist, working to educate and empower students, new grads, and emerging leaders for their nursing and professional development needs.

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

I am a long time Franklin resident, parent of former FPS students, and a user of our library, trails, and parks. I am board certified in Maternal Newborn Nursing and Nursing Professional Development with a long work history in many nursing roles at Aurora Health Care. As a resident and a nurse, I understand a lot of the unique needs of families and individuals in our community and am truly interested in advocating for the health of our community in partnership with our esteemed Public Health nurses and other community leaders and stakeholders.

See Current Results

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/21/25
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND THE MUNICIPAL CODE TO CHANGE THE SALES START TIME OF LABOR DAY, MONDAY AT ST. MARTINS FAIR.	ITEM NUMBER A. 1.

At the September 25, 2024 Fair Commission Meeting, the Fair Commission recommended changing the start time of the St. Martins Franklin's sales on the Monday of Labor Day from 6:00 a.m. to 7:00 a.m.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2025-_____, an Ordinance to Amend the Municipal Code to change the Sales Start Time of Monday of the Labor Day St. Martins fair from 6:00 a.m. to 7:00 a.m.

Or as directed

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE TO CHANGE THE SALES START TIME OF LABOR DAY MONDAY AT ST. MARTINS FAIR

WHEREAS, Chapter 203 of the Municipal Code provides for, describes and regulates the St. Martins Fair; and

WHEREAS, the Fair Commission having gathered and reviewed information regarding the experience of the St. Martins Fair, the investment of City staff time involved therewith and the lack of vendors and public attendance thereat, and having recommended the cessation thereof to change the start time of Labor Day Monday at St. Martins from 6:00 a.m. to 7:00 a.m.; and

WHEREAS, the Common Council having considered the Commission’s information and recommendation and having concurred therewith.

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

SECTION 1: §203-7.A. Sales, of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows:

A. Sales. No person may sell or provide entertainment or amusement at the St. Martins Fair except during the Sunday preceding Labor Day from 8:00 a.m. to 9:00 p.m. and Labor Day from 7:00 a.m. to 6:00 p.m.

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 _____, 2025, by _____

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

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 1/21/25
REPORTS & RECOMMENDATIONS	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SERVICE SANITATION PORTABLE RESTROOM FACILITIES AGREEMENT FOR THE 2025 ST. MARTINS FAIR WITH SERVICE SANITATION OF WISCONSIN, INC.	ITEM NUMBER H. 2.

Service Sanitation has provided the required facilities in the past, along with cleaning services between the two days of the Fair. Attached is the Event Service Agreement in the amount of \$17,676.00. Funds are available in the St. Martins Fair Fund.

The Department of Public Works Superintendent and Director of Clerk Services/City Clerk recommend approval of the Service Sanitation Event Service Agreement, subject to review by the City Attorney.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2025-_____, A Resolution Authorizing Certain Officials to Execute a Service Sanitation Portable Restroom Facilities Agreement for the 2025 St. Martins Fair with Service Sanitation of Wisconsin, Inc.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SERVICE
SANITATION PORTABLE RESTROOM FACILITIES AGREEMENT FOR THE 2025 ST.
MARTINS FAIR WITH SERVICE SANITATION OF WISCONSIN, INC.

WHEREAS, the City has contracted with Service Sanitation of Wisconsin, Inc. (Service Sanitation) for a number of years for it to supply restroom facilities for the St. Martins Fair on Labor Day weekend; and

WHEREAS, the City has experienced exceptional services from Service Sanitation over the past years; and

WHEREAS, an agreement for such services on a per St. Martins Fair event basis is required annually, and the proposed agreement for the 2025 St. Martins Fair includes a not-to-exceed budget of \$17,676.00, which the Common Council has found to be reasonable.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Service Sanitation Portable Restroom Facilities Agreement for the 2025 St. Martins Fair with Service Sanitation of Wisconsin, Inc., in such form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of January, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of January, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley 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 _____, 2025, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Service Sanitation of Wisconsin, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 401 Blaine Street, Gary, Indiana 46406.

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 portable restroom facilities use services for the St. Martins Fair over and through the Labor Day weekend and Labor Day.

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 providing portable restroom facilities, as described in CONTRACTOR's proposal to CLIENT dated January 16, 2025, annexed hereto and incorporated herein as Exhibit 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 Exhibit A, with a not-to-exceed budget of \$17,676.00, 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 \$17,676.00. 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. Maggie Poplar, Deputy City Clerk, 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, Becky Wilson, Account Manager, CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

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

VI. INSURANCE

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

- A. Limit of General/Commercial Liability \$2,000,000

B. Automobile Liability: Bodily Injury/Property Damage	\$3,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$5,000,000
D. Worker's Compensation and Employers' Liability (per Statute)	\$500,000

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. 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 August 28, 2025.

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 CONTRACTOR 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

SERVICE SANITATION WISCONSIN, INC.

BY: _____

BY: Becky Wilson

PRINT NAME: John R. Nelson

PRINT NAME: Becky Wilson

TITLE: Mayor

TITLE: Account Manager

DATE: _____

DATE: 1/16/2025

PRINT NAME: Shirley J. Roberts

TITLE: Director of Clerk Services-City Clerk

DATE: _____

BY: _____

PRINT NAME: Danielle Brown

TITLE: Director of Finance and Treasurer

DATE: _____

BY: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____

Exhibit A
(is annexed hereto)

Service Sanitation

WWW.SERVICESANITATION.COM
800.909.5646

EXHIBIT A

Portable RESTROOM FACILITIES

EVENT SERVICE AGREEMENT

Billing Address
CITY OF FRANKLIN
9229 W LOOMIS RD
FRANKLIN, WI 53132

Service Address
ST MARTINS FAIR
ALONG W ST MARTINS RD
FRANKLIN, WI 53132

Customer #: 58 - 1272
Contact Name: MAGGIE POPLAR
Phone: (414) 427-7502

Qty:	Restroom Services	Rate:	Total:
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Thursday, August 28, 2025

Work Order #: 9021898

- 130 DEL EVENT BASIC PORT REST
- 9 DEL EVENT HANDICAP REST
- 20 DEL EVENT HANDWASH
- 9 DEL HAND SANI STAND
- > START DELIVERY THURSDAY
- (CAN FINISH UP BY SATURDAY AS
- THE EVENT OPENS SUNDAY)
- ** CALL CONTACT ON THE WAY **
- ** MUST CALL KEVIN AND MEET
- ONSITE BEFORE PLACING UNITS **
- CONTACT: KEVIN 414.659.2719
- CONTACT WILL DIRECT PLACEMENT
- OF ALL EQUIPMENT
- ** YOU MUST CONFIRM SPOTTING WITH
- KEVIN - DO NOT SKIP THIS STEP
- >> SEE PLACEMENT MAP <<

Qty: Restroom Services

Rate:

Total:

Monday, September 1, 2025

Work Order #: 9021899

130 EVENT BASIC REST XTRA SVC
 9 EVENT HANDICAP EXTRA SVC
 20 EVENT HANDWASH EXTRA SVC
 9 EX SVC 4-STATION HS STAND
 *** SERVICE BY 6AM PLEASE ***
 START SERVICING @ LOCATION 10
 AND MOVE DOWN (9,8,7, ETC) FROM
 THERE - MAIN EVENT STARTS @ 6AM
 >> SEE MAP FOR LOCATIONS <<
 * THERE ARE GOING TO BE
 CONCRETE BARRIERS IN PLACE
 BUT YOU CAN DRIVE THROUGH
 JUST ZIG ZAG THROUGH CAREFULLY *

Tuesday, September 2, 2025

Work Order # 9021900

130 RET EVENT BASIC RESTROOM
 9 RET EVENT HANDICAP REST
 20 RET EVENT HANDWASH
 9 RET HAND SANI STAND
 ** PICKUP TUESDAY PLEASE **
 >> SEE MAP FOR LOCATIONS <<

Tuesday, September 2, 2025

Work Order #: 9021901

** TOTAL EVENT BILLING **

130	DEL EVENT BASIC PORT REST	\$80.00	\$10,400.00
9	DEL EVENT HANDICAP REST	\$140 00	\$1,260.00
20	DEL EVENT HANDWASH	\$80.00	\$1,600.00
9	DEL 4-STATION HS STAND	\$80 00	\$720.00
168	EXTRA SERVICE MONDAY	\$22 00	\$3,696 00

Total For Event: \$17,676.00

Plus Applicable Sales Tax

Terms:

NET 30

Customer #:

58 - 1272

This Service Agreement is subject to Service Sanitation's Terms and Conditions which are fully incorporated herein.

1. ACCEPTANCE:

Customer shall be deemed to have accepted these terms and conditions upon oral acknowledgment, signature, or other conduct indicating acceptance. Customer hereby acknowledges and agrees that these Terms and Conditions shall apply to all sites and all orders placed by the Customer at any time. Customer's consent and agreement to these Terms and Conditions may not be withdrawn or revoked except upon written notice to Service Sanitation, Inc. (Company) at least thirty (30) days before the effective date of such revocation, and such revocation of Customer's agreement to these Terms and Conditions shall only apply to future orders. These terms and conditions shall supersede any inconsistent terms of any purchase order or Customer documents.

2. COMPANY OBLIGATIONS:

The obligations of COMPANY shall include:

- Supply the sanitation equipment ("Equipment") listed in service agreement ("Service Agreement") and provide the type of service plan stated within Service Agreement. The delivery dates are approximate and the Company shall have no liability for any failure or delay in making delivery or for failure to give notice of any such failure.
- Provide additional Equipment and service as requested by the Customer at Company's customary rates. Service schedule shall be determined by Company and is subject to change.
- Maintain Equipment in good working order under ordinary use. Company shall not be responsible for failure to render such maintenance due to causes beyond reasonable control of the Company.

3. CUSTOMER'S OBLIGATIONS:

The obligations of the CUSTOMER shall include:

- Remit amounts due as indicated on Service Agreement and all subsequent amounts due, not later than the terms indicated on associated invoices. Routed service pricing is subject to change without prior notice. Customer is responsible for all taxes, however designated, arising out of the provisions of services under this agreement, including without limitations, sales, use, transfer, privilege, excise or other tax or duty.
- Retain absolute and sole control, possession and custody of Equipment and return such Equipment to Company at end of the service period
- Acknowledge that Company has no control over use of the Equipment by Customer. Customer should make no use of the Equipment for other than sanitation purposes. While Equipment is in Customer's possession, Customer shall prevent any contamination of such units with or from radioactive, volatile, flammable, explosive, toxic or hazardous materials. In the event that such waste is found in the Equipment, Customer shall arrange and pay for separate removal of such waste.
- Customer agrees to comply, at Customer's expense, with any and all applicable municipal, county, state, federal or quasi-governmental laws, ordinances, regulations and guidelines.

4. LOCATION OF EQUIPMENT:

- Customer is responsible to exercise due diligence and care in the selection of the location designated for Equipment and to supervise the placement of such Equipment. Customer is responsible for any damages that accrue therefrom.
- Requests to relocate Equipment will be fulfilled by Company. Additional charges may apply. Company is not liable for damages associated with relocation of Equipment by Customer. In all cases, Customer is required to notify Company in advance of Equipment relocation.
- Customer is responsible for ensuring Equipment is available or accessible for servicing or maintenance at ground level without hazard to Company, its agents, employees or Equipment. If Company is unable to service units due to Customer's failure to make them accessible, Customer is responsible for any damages that accrue therefrom. Customer will be charged for a service rate in addition to any extra service call resulting thereof.

5. POWER & WATER SOURCES FOR RESTROOM TRAILERS/WATER SYSTEMS:

With regard to restroom trailer or Pro-Flush water system service, Customer shall provide appropriate power and/or water source as indicated on Service Agreement at service site in advance of delivery. Customer is responsible for maintaining the availability of power and water resources and monitoring such throughout the duration of the service period. Failure to provide and maintain resources may result in additional time and materials charges, delayed delivery and/or subsequent damages, for which Customer accepts full responsibility.

6. LIMIT OF SERVICE SANITATION'S LIABILITY:

Service Sanitation's aggregate liability under this agreement shall not exceed the amounts paid to Service Sanitation in connection with agreement.

INITIAL:

7. DAMAGED OR LOST EQUIPMENT:

- Customer acknowledges that he has had an opportunity to personally inspect the sanitation Equipment, finds it suitable for his needs and in good condition, and that he understands its proper use.
- Customer must notify the Company immediately and discontinue use of the Equipment if the units become unsafe or in disrepair for any reason. Company is not responsible for any incidental or consequential damages caused by delays or otherwise.
- No alterations to Equipment permitted unless approved by Company in writing.
- Customer agrees to pay for any damage to or loss of the goods, as an insurer regardless of the cause, except reasonable wear and tear, while Equipment is out of the possession of the Company. The cost of the repairs will be borne by the Customer, whether performed by the Company or at the Company's option, by others. Equipment damaged beyond repair will be invoiced at replacement cost. Customer agrees to accept Company's decision regarding reparability.

8. WARRANTIES:

THERE ARE NO WARRANTIES OF MERCHANTABILITY, OR FITNESS, EITHER EXPRESSED OR IMPLIED. There is no warranty that the Equipment is suited for Customer's use, or that it is free from defects.

9. HOLD HARMLESS:

Customer agrees to assume the risks associated with use of Company Equipment and services. Customer further agrees to hold Company harmless for any and all claims or lawsuits associated with service or Equipment, including claims against Customer by a third party, except as may result from sole negligence or willful misconduct of company. Company shall not be liable for any property damage, personal injury, loss of profits, interruptions of business, out-of-pocket expenses or any direct, indirect, special, consequential, punitive, exemplary, or incidental damage, however caused, whether based on contract, tort, strict liability, warranty, or any other basis arising out of, or connected with this agreement, or the use of any service furnished hereunder.

10. INDEMNITY:

Customer agrees to indemnify and reimburse Company for any and all claims, damages, or liabilities of any kind arising out of the use of the Equipment by Customer, Customer's agents, or any third party, except for claims, damages, or liabilities arising from Company's negligence, and Customer further agrees to indemnify and reimburse Company for any and all claims, damages, or liabilities arising out of any breach of this contract by Customer.

11. DURATION AND CANCELLATION:

No pro-rata adjustment is made for partial use. Unless agreed upon in writing or unless specific retrieval date is listed on the Service Agreement, the minimum billing period is 4 weeks. A delivery must be cancelled in writing at least 24 hours in advance to avoid a cancellation fee. Deliveries cancelled with less than 24 hour notice and deliveries cancelled on arrival will be charged full amount listed on service agreement. Deposits remitted for restroom trailers will be forfeited unless written notification of cancellation is provided 30 days prior to delivery date.

12. LATE PAYMENT / COLLECTION COSTS:

All charges are payable in full with no privilege to pay in installments. Past due amounts are subject to 18% APR. Customer is also obligated to reimburse Company for all costs/expenses incurred in the collection of fees for service, including without limitation, collection, attorneys' fees and court costs.

13. DEFAULT:

If the Customer fails to pay any service payment or other charge due, perform any of its other obligations, Company, without notice, shall have the right to terminate the agreement immediately, to take possession of any or all of its property without any legal process, to enter Customer's premises to take such possession, or pursue any other remedy at law or equity. All such remedies shall be cumulative and may be exercised concurrently.

14. NONWAIVER & SEVERABILITY:

No provision of this contract can be waived except by the written consent of Company. Failure by Company to enforce any provision shall not constitute waiver of provision. The provisions of this agreement shall be severable so that invalidity, unenforceability, or waiver of any provision(s) shall not affect remaining provisions.

15. GOVERNING LAW:

This agreement shall be governed by the laws of the State of Illinois.

WHAT IS A DAMAGE WAIVER?

The damage waiver was designed to provide extra financial protection and peace of mind in the event of accidental damage to our equipment during a typical rental period. The damage waiver also protects renters from vandalism, graffiti or complete unit destruction.

HOW DOES IT WORK?

In an effort to protect you, the damage waiver will be added to all new routed orders. Special event customers will also be given the option to add the damage waiver by selecting "I accept" below. Customers choosing to opt-out of the damage waiver must select "I do not accept" below

DAMAGE WAIVER TERMS:

- a Unless damage waiver provision is declined, Company agrees, in consideration of an additional charge, to modify responsibilities of the Customer detailed in paragraph 7 regarding Equipment damaged, destroyed, lost or stolen while in the Customer's possession or control. In consideration of damage waiver fee and unit replacement schedule listed below, Customer is responsible for a portion unit replacement cost in case of damage to, destruction of, or theft of the units with the exception of damage or loss due to Customer's neglect or misuse. Damage waiver fees are assessed as a one-time charge for events and as a recurring charge per billing period for routed Equipment.

FEES

Unit Type	Basic	Standard	Deluxe	Handicap	ADA	Handwash	Sani-Stand
WAIVER FEE (PER UNIT)	\$10	\$20	\$20	\$20	\$20	\$20	\$20
DISCOUNTED REPLACEMENT	\$150	\$200	\$200	\$200	\$250	\$150	\$100
TOTAL REPLACEMENT	\$650	\$850	\$1,400	\$1,500	\$1,800	\$800	\$300

- b Damage waiver provision is not available on Pro-Flush water systems or restroom trailers
- c In order for damage waiver to be effective and as a condition thereto, Customer agrees that he/she shall report all loss and/or damage to the police department, obtain a copy of the police report issued and deliver such report to Company within 14 days of the date of loss or damage
- d Notwithstanding the foregoing, Customer agrees that this damage waiver provision shall not relieve Customer of its obligation to obtain and maintain public liability insurance

Please select ONE of the following options:

New Delivery Date:

New Pick-up Date:

I ACCEPT the Damage Waiver

I DECLINE the Damage Waiver

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF ACCEPTING ON BEHALF OF AN ORGANIZATION, I CERTIFY THAT I AM AN AUTHORIZED SIGNATORY FOR SAID COMPANY.

Signature _____

First Name: _____ LastName: _____

Company Name: _____

Date: _____

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 01/21/2025</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Council approval of an MOU between the Franklin Police Department and the Franklin School District which places a second School Resource Officer (SRO) into the Franklin Public Schools beginning the 2025-2026 school year.</p>	<p style="text-align: center;">ITEM NUMBER M.3.</p>

Introduction:

The Franklin Police Department and the Franklin Public Schools have had an MOU for a School Resource Officer Program (SRO) in place for many years. This agreement has been extended for additional school years by the execution of additional agreements by the Franklin Chief of Police and the District Superintendent. Over the years, no terms in the MOU were changed except for the date, any changes to the MOU require approval by the City of Franklin and the Franklin Public School District's respective governing bodies. Changes in the MOU language are being requested by both parties to incorporate a second SRO being allocated to the program.

Background:

The Franklin Police Department and the Franklin Public Schools have been in discussions over the past year regarding the need for an additional School Resource Officer (SRO). Currently, one SRO provides services to the entire school district. The workload for law enforcement services generated by the high school and middle school has exceeded the ability of one officer to effectively deliver the level of service expected by the schools and our community.

Prior to February 2023, the SRO was assigned full-time to Franklin High School and would respond to Forest Park Middle School and the elementary schools as needed. In February of 2023, the SRO's time was divided on a rotational basis between the high school and middle school. While dividing time between the schools created a presence in both schools, it inhibited the ability to develop meaningful relationships with students, staff, and parents at either school. The ability to develop and maintain these relationships is a vital component of the SRO Program. An additional SRO affords the ability for the high school and middle school to each have an SRO dedicated to their respective school community. This would bring the Franklin School District into line with similar size school districts in the Milwaukee metro area that are typically serviced by two or three SRO(s).

The Franklin Public School District has prioritized and built into the district budget an additional SRO for the 2025-2026 School Year (**final budget approval is anticipated by the School Board in February 2025). Under the MOU the school district is responsible for paying 70% of the annual cost of a full-time officer including the cost of all employee benefits. Based on the 2022-2024 police contract below is the cost share per SRO (including wages and fringe benefits):

2024

Franklin Public Schools (70%) \$ 100,371.68
City of Franklin (30%) \$ 43,016.44

The Police Department would be requesting an increase in staffing by one sworn officer to cover the new SRO position, raising the police department's authorized sworn staffing to 62 (effective August 1, 2025 – to allow time for training the new SRO before the new school year).

Fiscal Impact

No additional funding will be required from the City for 2025, due to the cost share with the school district and the current unfilled vacancies at the PD. Additional funding would need to be incorporated into the 2026 Budget and beyond.

COUNCIL ACTION REQUESTED

Request a motion to approve the 2025-2026 MOU between the Franklin Police Department and the Franklin Public School District which contains language changes to reflect an increase to two School Resource Officers. The second SRO would be an additional sworn officer, raising the police department's authorized sworn staffing to 62 (effective August 1, 2025).

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FRANKLIN POLICE DEPARTMENT
AND
THE FRANKLIN PUBLIC SCHOOL DISTRICT FOR
THE SCHOOL RESOURCE OFFICER PROGRAM

This Agreement is made and entered into this _____ day of _____, 2025, by and between the FRANKLIN POLICE DEPARTMENT and the FRANKLIN PUBLIC SCHOOL DISTRICT.

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to set a common understanding of the policies and procedures that the Franklin Police Department and the Franklin Public School District will follow in providing police services to the Franklin Schools. This MOU is the result of a spirit of cooperation between the Franklin Police Department and the Franklin Public School District and evidences the Department's continuing effort to provide a more efficient delivery of law enforcement services to the schools, students and citizens of the City of Franklin and the Franklin Public School District. These guidelines are established to better serve and protect the common interest of the public school system and the community at large from crime and the threat of crime.

MISSION

The mission of the partnership between the Franklin Police Department and the Franklin Public School District is to facilitate information sharing and collaboration between the police and school leaders on problems needs and solutions related to creating and maintaining a safe school environment, as well as identifying resources designed to assist their efforts.

GOALS:

- 1) Establish a cooperative working relationship in an effort to prevent juvenile delinquency and promote positive student development.
- 2) Maintain a safe and secure learning environment on school campus sites.
- 3) Promote positive attitudes regarding the role of Police and laws in society and to inform students of their rights and responsibilities as lawful citizens.

A. FRANKLIN POLICE RESPONSIBILITIES:

- 1) The Franklin Police Department agrees to provide two (2) trained School Resource Officers (SROs) for the benefit of the Franklin Public School District system.
- 2) The Franklin Police Department will select the School Resource Officers and assign the officers to work specifically in the schools.
- 3) The School Resource Officers will remain employees of the Franklin Police Department and be subject to the command of the Franklin Police Department.
- 4) The Franklin Police Department reserves the right to remove School Resource Officers from the schools based upon the needs of the Department.

B. HOURS AND SPECIAL EVENTS:

- 1) School Resource Officers will be assigned to the schools per their school year. His/her work schedule will be Monday through Friday, as assigned by mutual agreement between the Superintendent and the Chief of Police.
- 2) SROs will be required to wear a police uniform. SROs will be allowed to wear business casual clothes while in this position at times deemed appropriate by the Franklin Police Department or the Franklin Public School District.

C. DUTIES OF SCHOOL RESOURCE OFFICERS:

- 1) SROs will present a positive role model for students with whom he/she has contact.
- 2) SROs will assist school principals and designees in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on school grounds.
- 3) SROs may present programs on various topics to students. Subjects shall include a basic understanding of law, role of law enforcement drug awareness, and the mission of law enforcement.
- 4) SROs are encouraged to interact with students on an individual basis and in small groups within the school setting and school related activities.
- 5) SROs will participate in relevant teacher in service on an as needed basis.
- 6) SROs will make themselves available for conferences involving teachers, parents and faculty upon the request of the school principal/designee.
- 7) SROs will be familiar with agencies and resources that offer assistance to youth and their families and make referrals to agencies when necessary.
- 8) SROs will take law enforcement action when necessary.
- 9) SROs will contact the school principal designee to make him/her aware of an arrest or criminal activity, which has occurred on school property or at a school related event.
- 10) SROs will notify the principal/designee before removing a student from school, except under exigent emergency circumstances.
- 11) SROs will notify the school principal/designee if an arrest has been made that may compromise the safety or security of the school or the well-being of the students.
- 12) SROs will conduct investigations of violations of law, which occur at the schools, and use the school resources if needed for follow-up investigation.
- 13) SROs will handle requests for calls for service in and around schools.
- 14) SROs will respond to and address issues involving unauthorized persons (s) on school property.
- 15) SROs will serve as liaisons between the school and other police agencies, investigative units or juvenile justice authorities when necessary and consistent with applicable civil rights laws and privacy laws.
- 16) SROs will turn in weekly summation reports to the SRO supervisor and principal/designee at the end of each week.
- 17) SROs will not be used as a school disciplinarian. If the principal believes an incident is a violation of the law, the principal may contact the SRO to determine

- if law enforcement action is necessary
- 18) SROs may be present when a principal/designee conducts an administrative search
 - 19) SROs cannot enforce school rules and policies
 - 20) SROs will follow the guidelines of the Wisconsin Criminal Code, current case law, School Board policy, and the Franklin Police Department Policy and Procedures, General Orders, and other Departmental training and written memorandums in regard to investigations, interviews and searches relating to juveniles

D. SCHOOL DISTRICT OF FRANKLIN RESPONSIBILITIES:

- 1) The Franklin Public School District will provide a secure workspace for SROs to conduct interviews and maintain confidential records
- 2) The Superintendent will determine the SROs' access to student records
- 3) The school administrator will ensure that staff cooperates with police investigations and any subsequent actions related to crime or criminal activity on campus

E. JOINT RESPONSIBILITIES:

- 1) The School Resource Officer Program shall be under the control of the Franklin Chief of Police and the District Superintendent
- 2) SROs will be evaluated by appropriate police supervisors and school principals/designees, at least annually, but evaluation will be ongoing
- 3) The Franklin Police Department and the Franklin Public School District shall jointly cooperate in risk assessment of all public schools. This assessment shall be reviewed annually
- 4) The Franklin Police Department and the Franklin Public School District shall jointly share relevant information to benefit one another in the review of accomplishments of their mission

F. DISMISSAL OF SCHOOL RESOURCE OFFICERS:

- 1) In the event a principal/designee of a school to which an SRO is assigned, or the Superintendent, determines that an SRO is not effectively performing his/her duties and responsibilities, the principal shall contact the SRO supervisor. The SRO supervisor shall advise the Chief of Police and the Superintendent of the principal's request. If the Chief of Police so determines, the principal and the Chief of Police or their designees shall meet with the SRO to mediate or resolve any problems which may exist. The Superintendent may request to the Chief of Police the replacement of an SRO if the Superintendent believes the officer is not providing expected service
- 2) The Chief of Police may dismiss or reassign the SRO upon the Franklin Police Department's Rules, Regulations and Orders

G. PAYMENT:

- 1) The Franklin Public School District shall compensate the City of Franklin for the services delivered hereunder in an amount equal to 70% of the wages and fringe benefits of the individual police officers that are serving in the SRO role, computed for the calendar year in which the billing occurs, which billing amount shall be net after subtracting 1/260 of such total annual cost amount for each day the SRO may have had an "off-day" (absent from work) while school is in session during weekdays on such an "off-day", during the billing period term. The Franklin Police Department shall bill the Franklin Public School District for the SRO services delivered hereunder biannually, in December and June of each year, with each billing being one-half of the aforesaid 70% total annual cost.

H. TERMS:

- 1) A School Resource Officer Program is hereby established in the Franklin Public School District, Wisconsin, for the school year 2025-2026. It shall be reviewed annually.
- 2) This agreement may be extended for additional school years by the execution of another agreement therefore by the Franklin Chief of Police and the District Superintendent, provided that no terms hereof are changed except for the date(s); upon any such changes, approval shall be required by the City of Franklin and Franklin Public School District respective governing bodies. Such extension(s) shall be made at least 30 days prior to the end of the respective school year.

This agreement constitutes a final written expression of all the terms of this agreement and is complete and is an exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives, effective the date first written above.

Annalee Bennin
Superintendent of Franklin Public School District

Dated: _____

Craig Liermann
Franklin Police Chief

Dated: _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/21/2025
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REPORTS AND RECOMMENDATIONS	Request Council approval for the Police Department to accept a Bureau of Justice Assistance Grant for the purchase of Body-Worn Cameras (BWCs).	ITEM NUMBER 154.
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Introduction:

The Franklin Police Department applied for a Fiscal Year 2024 Bureau of Justice Assistance grant for a ten body-worn camera (BWC) program. The grant provides \$2,000.00 of funding for each BWC implemented in the program for a total of \$20,000.00. The grant requires a 50% match from the City of Franklin, totaling \$20,000.00. The grant has a duration of three years and at no point can the federal awarded money be used to cover more than 50% of the yearly subscription cost. The Franklin Police Department was notified on 11/15/2024 that the grant was awarded (Award Number: 15PBJA-24-GG-04425-BWCX). The City of Franklin has ninety days from notification to accept or decline the awarded grant (2/13/2025). The required 50% match (\$20,000) can be split into three annual payments throughout the three-year grant. The match will be covered by funds already approved for the five-year BWC subscription program. This grant will assist the police department in reducing the overall costs to the City of Franklin over the first three years of the five-year BWC program.

Background:

The Franklin Police Department applied for the BJA FY24 BWC grant to assist in implementing Body-Worn cameras in the department's daily operations. Currently, the Franklin Police Department is the only department in Milwaukee County without a BWC program. The purpose of this program is to encourage and strengthen a transparent relationship between the department and the citizens we serve. Expected outcomes of Body-Worn Cameras are increased prosecution rates, transparency with the public, improved officer safety through training related to BWC video, and reduced civil liability.

COUNCIL ACTION REQUESTED

Request motion to authorize the acceptance of BJA FY24 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies Grant funding to assist in the cost of implementing a Body-Worn Camera program, with the Director of Administration Kelly Hersh approved as the "Authorized Representative" to accept the grant on behalf of the Franklin Police Department.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF FRANKLIN 9455 WEST LOOMIS ROAD
City, State and Zip:	FRANKLIN, WI 53132
Recipient UEI:	ZEP3VA3ZMRY5
Project Title: Franklin Police Department Body Camera Grant Application	Award Number: 15PBJA-24-GG-04425-BWCX
Solicitation Title: BJA FY24 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies	
Federal Award Amount: \$20,000.00	Federal Award Date: 11/15/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D Assistance Listing: 16.835 - Body Worn Camera Policy and Implementation	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/27
Project Description: The Franklin Police Department proposes to implement the use of body worn cameras in its daily operations, which is currently non-existent. This will include the implementation of a body worn camera policy. The purpose is to strengthen the transparent relationship between the Franklin Police Department and its citizens. Expected outcomes of body worn cameras will strengthen the department's relationship with the community while strengthening a majority of the department's criminal and internal investigations with increased prosecution rates. These investigations are crucial to developing trust and transparency between the Franklin Police Department and the community it serves, to include the working relationship with the Milwaukee County District Attorney's Office. The implementation of body worn cameras will significantly improve officer safety through training related to capturing all of officer's interactions with the public, including away from their patrol vehicles. The public will benefit through the transparent depiction of officer- community interaction providing an unbiased account of all interactions with the public.	

Award Letter

November 15, 2024

Dear Kelly Hersh,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF FRANKLIN for an award under the funding opportunity entitled 2024 BJA FY24 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies. The approved award amount is \$20,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third-party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	no value	Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF FRANKLIN

UEI
ZEP3VA3ZMRY5

Street 1
9455 WEST LOOMIS ROAD

Street 2

City
FRANKLIN

State/U.S. Territory
Wisconsin

Zip/Postal Code
53132

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
11/15/24

Award Type
Initial

Award Number
15PBJA-24-GG-04425-BWCX

Supplement Number
00

Federal Award Amount
\$20,000.00

Funding Instrument Type
Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.835

Body Worn Camera Policy and Implementation

Statutory Authority

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 149)

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY24 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement

Agencies

Program Office

BJA

Application Number

GRANT14196101

Grant Manager

Gerardo Velazquez

Phone Number

202-598-7412

E-mail Address

Gerardo.Velazquez@usdoj.gov

Project Title

Franklin Police Department Body Camera Grant Application

Performance Period Start

Date

10/01/2024

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2027

Project Description

The Franklin Police Department proposes to implement the use of body worn cameras in its daily operations, which is currently non-existent. This will include the implementation of a body worn camera policy. The purpose is to strengthen the transparent relationship between the Franklin Police Department and its citizens. Expected outcomes of body worn cameras will strengthen the department's relationship with the community while strengthening a majority of the department's criminal and internal investigations with increased prosecution rates. These investigations are crucial to developing trust and transparency between the Franklin Police Department and the community it serves, to include the working relationship with the Milwaukee County District Attorney's Office. The implementation of body worn cameras will significantly improve officer safety through training related to capturing all of officer's interactions with the public, including away from their patrol vehicles. The public will benefit through the transparent depiction of officer- community interaction providing an unbiased account of all interactions with the public.

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil

Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar

misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13**Determination of suitability to interact with participating minors**

SCOPE. This condition applies to this award if it is indicated – in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14**Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ**

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15**Employment eligibility verification for hiring under the award**

1. The recipient (and any subrecipient at any tier) must--
 - A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
 - B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--
 - (1) this award requirement for verification of employment eligibility, and
 - (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
 - D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/Implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the

Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted

on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact

information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

Condition 35

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 36

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

Condition 37

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 38

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 39

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 40

The recipient must submit a BWC policy no later than 120 days of award acceptance, unless an extension for good cause shown has been granted by BJA. Failure to submit a BWC policy within 120 days of award acceptance may result in the freezing of grant funds.

Condition 41

As of the first day of the period of performance for the award, the recipient may incur project costs using non-federal funds as necessary, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). Federal funds will not be used to provide reimbursement for the purchase of equipment already owned by the recipient prior to the first day of the period of performance for the award.

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an ACM, the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs are otherwise allowable costs under the award.

Condition 42

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 43

Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants (justgrants.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

Condition 44

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 45

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 46

The recipient agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The recipient understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The recipient agrees to develop or maintain effective internal controls to manage federal awards (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage federal awards (see 2 C.F.R. 200.302).

Condition 47

Withholding of funds: Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down more than 10% of the award funds until-- (1) OJP determines that the recipient's Grant Award Administrator and all Financial Managers for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2021, and (2) OJP issues an Award Condition Modification (ACM) to modify or remove this condition.

Once both the Grant Award Administrator and Financial Manager have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of an ACM to remove this condition. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

Condition 48

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not obligate, expend, or drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel necessary to begin the award project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

Condition 49

Recipient may not expend or drawdown more than 10% of the award funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official Acting Assistant Attorney General	Name of Approving Official Brent J. Cohen	Signed Date And Time 11/13/24 11:20 AM
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Authorized Representative

[] no value

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 1/21/25</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Approval to enter into service agreement with Axon for purchase of Taser 10 as approved in 2025 budget</p>	<p style="text-align: center;">ITEM NUMBER A. 5.</p>

2025 Budget - Axon Taser 10

On November 19, 2024, the Common Council adopted the 2025 Budget which included an approved request from the police department to purchase Axon Taser 10 Electronic Control Devices.

In order to finalize the purchase, a service agreement contract was reviewed and meets the terms and standards as discussed upon the Franklin Police Department and Axon. The police department requests the approval to enter into the service agreement to finalize the purchase.

In the near future, it is the intent of Axon to modify their product bundles, including that of the police department's, which in turn would increase the cost of the originally approved request. If the service agreement is agreed upon, the cost of the proposal remains as originally specified.

See attachments including the purchase quote and service agreement for further information on this request.

COUNCIL ACTION REQUESTED

Motion to approve the Franklin Police Department to enter into the service agreement between Axon to finalize the purchase of Taser 10 Electronic Control Devices.



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International +1 800 978 2737

Q-643060-45672.722TD

Issued: 01/15/2025

Quote Expiration: 01/30/2025

Estimated Contract Start Date: 04/01/2025

Account Number 116078

Payment Terms:

Delivery Method:

SHIP TO

Franklin Police Dept. - WI
 9455 W Loomis Rd
 Franklin,
 WI
 53132-9690
 USA

BILL TO

Franklin Police Dept. - WI
 9455 W Loomis Rd
 Franklin
 WI
 53132-9690
 USA
 Email

SALES REPRESENTATIVE

Trevor Dom
 Phone
 Email tdom@axon.com
 Fax:

PRIMARY CONTACT

Stephen Hintz
 Phone: 414-858-2650
 Email shintz@franklinwi.gov
 Fax:

Quote Summary

Program Length

60 Months

TOTAL COST

\$218,293.20

ESTIMATED TOTAL W/ TAX

\$218,293.20

Discount Summary

Average Savings Per Year

\$10,178.52

TOTAL SAVINGS

\$50,892.60

Payment Summary

Date	Subtotal	Tax	Total
Mar 2025	\$43,658.64	\$0.00	\$43,658.64
Mar 2026	\$43,658.64	\$0.00	\$43,658.64
Mar 2027	\$43,658.64	\$0.00	\$43,658.64
Mar 2028	\$43,658.64	\$0.00	\$43,658.64
Mar 2029	\$43,658.64	\$0.00	\$43,658.64
Total	\$218,293.20	\$0.00	\$218,293.20

Quote Unbundled Price: \$269,185.80
 Quote List Price: \$225,079.20
 Quote Subtotal: \$218,293.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	35	60	\$96.85	\$81.24	\$81.24	\$170,604.00	\$0.00	\$170,604.00
C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	26	60	\$35.43	\$28.17	\$28.17	\$43,945.20	\$0.00	\$43,945.20
A la Carte Hardware									
100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	12			\$83.20	\$83.20	\$998.40	\$0.00	\$998.40
100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	33			\$83.20	\$83.20	\$2,745.60	\$0.00	\$2,745.60
A la Carte Services									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$218,293.20	\$0.00	\$218,293.20

Delivery Schedule

Hardware

Item	Description	QTY	Shipping Location	Estimated Delivery Date
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	03/01/2025
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	35	2	03/01/2025
100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	03/01/2025
100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	35	1	03/01/2025
100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	03/01/2025
100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	03/01/2025
100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	03/01/2025
100399	AXON TASER 10 - CARTRIDGE - LIVE	700	1	03/01/2025
100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	03/01/2025
100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	03/01/2025
100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	35	1	03/01/2025
100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	03/01/2025
20018	AXON TASER - BATTERY PACK - TACTICAL	35	1	03/01/2025
20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	03/01/2025
20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	03/01/2025
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	03/01/2025
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	03/01/2025
74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	03/01/2025
80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	03/01/2025
80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	03/01/2025
100399	AXON TASER 10 - CARTRIDGE - LIVE	260	1	03/01/2025

Bundle	Description	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION ADD-ON	AXON TASER 10 - CARTRIDGE - HALT	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	03/01/2025
A la Carte	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	33	1	03/01/2025
A la Carte	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	12	1	03/01/2025
BUNDLE - TASER 10 CERTIFICATION	AXON TASER 10 - CARTRIDGE - LIVE	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	03/01/2026
BUNDLE - TASER 10 CERTIFICATION	AXON TASER 10 - CARTRIDGE - HALT	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	03/01/2026
BUNDLE - TASER 10 CERTIFICATION ADD-ON	AXON TASER 10 - CARTRIDGE - LIVE	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	03/01/2026
BUNDLE - TASER 10 CERTIFICATION ADD-ON	AXON TASER 10 - CARTRIDGE - HALT	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	03/01/2026
BUNDLE - TASER 10 CERTIFICATION	AXON TASER 10 - CARTRIDGE - HALT	100399	AXON TASER 10 - CARTRIDGE - HALT	100	1	03/01/2027
BUNDLE - TASER 10 CERTIFICATION	AXON TASER 10 - CARTRIDGE - HALT	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	03/01/2027
BUNDLE - TASER 10 CERTIFICATION ADD-ON	AXON TASER 10 - CARTRIDGE - LIVE	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	03/01/2027
BUNDLE - TASER 10 CERTIFICATION ADD-ON	AXON TASER 10 - CARTRIDGE - HALT	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	03/01/2027
BUNDLE - TASER 10 CERTIFICATION	AXON TASER 10 - CARTRIDGE - LIVE	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	03/01/2028
BUNDLE - TASER 10 CERTIFICATION	AXON TASER 10 - CARTRIDGE - HALT	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	03/01/2028
BUNDLE - TASER 10 CERTIFICATION ADD-ON	AXON TASER 10 - CARTRIDGE - LIVE	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	03/01/2028
BUNDLE - TASER 10 CERTIFICATION ADD-ON	AXON TASER 10 - CARTRIDGE - HALT	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	03/01/2028
BUNDLE - TASER 10 CERTIFICATION	AXON TASER 10 - CARTRIDGE - LIVE	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	03/01/2029
BUNDLE - TASER 10 CERTIFICATION	AXON TASER 10 - CARTRIDGE - HALT	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	03/01/2029
BUNDLE - TASER 10 CERTIFICATION ADD-ON	AXON TASER 10 - CARTRIDGE - LIVE	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	03/01/2029
BUNDLE - TASER 10 CERTIFICATION ADD-ON	AXON TASER 10 - CARTRIDGE - HALT	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	03/01/2029

Bundle	Description	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	AXON TASER - DATA SCIENCE PROGRAM	101180	AXON TASER - DATA SCIENCE PROGRAM	35	04/01/2025	03/31/2030
BUNDLE - TASER 10 CERTIFICATION	AXON TASER - EVIDENCE.COM LICENSE	20248	AXON TASER - EVIDENCE.COM LICENSE	1	04/01/2025	03/31/2030
BUNDLE - TASER 10 CERTIFICATION	AXON TASER - EVIDENCE.COM LICENSE	20248	AXON TASER - EVIDENCE.COM LICENSE	35	04/01/2025	03/31/2030
BUNDLE - TASER 10 CERTIFICATION ADD-ON	AXON TASER - DATA SCIENCE PROGRAM	101180	AXON TASER - DATA SCIENCE PROGRAM	26	04/01/2025	03/31/2030
BUNDLE - TASER 10 CERTIFICATION ADD-ON	AXON TASER - EVIDENCE.COM LICENSE	20248	AXON TASER - EVIDENCE.COM LICENSE	26	04/01/2025	03/31/2030

Bundle	Description	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	35
BUNDLE - TASER 10 CERTIFICATION	AXON TASER - ON DEMAND CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 10 CERTIFICATION ADD-ON	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	26
BUNDLE - TASER 10 CERTIFICATION ADD-ON	AXON TASER - ON DEMAND CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Bundle	Description	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	AXON TASER 10 - EXT WARRANTY - HANDLE	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	03/01/2026	03/31/2030
BUNDLE - TASER 10 CERTIFICATION	AXON TASER 10 - EXT WARRANTY - HANDLE	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	35	03/01/2026	03/31/2030
BUNDLE - TASER 10 CERTIFICATION	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	03/01/2026	03/31/2030
BUNDLE - TASER 10 CERTIFICATION	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	35	03/01/2026	03/31/2030
BUNDLE - TASER 10 CERTIFICATION	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	03/01/2026	03/31/2030
BUNDLE - TASER 10 CERTIFICATION	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	03/01/2026	03/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	9455 W Loomis Rd	Franklin	WI	53132-9690	USA
2	9455 W Loomis Rd	Franklin	WI	53132-9690	USA

Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Mar 2025						
Year 1	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	33	\$549.12	\$0.00	\$549.12
Year 1	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	12	\$199.68	\$0.00	\$199.68
Year 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	35	\$34,120.80	\$0.00	\$34,120.80
Year 1	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	26	\$8,789.04	\$0.00	\$8,789.04
Total				\$43,658.64	\$0.00	\$43,658.64

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Mar 2026						
Year 2	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	33	\$549.12	\$0.00	\$549.12
Year 2	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	12	\$199.68	\$0.00	\$199.68
Year 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	35	\$34,120.80	\$0.00	\$34,120.80
Year 2	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	26	\$8,789.04	\$0.00	\$8,789.04
Total				\$43,658.64	\$0.00	\$43,658.64

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Mar 2027						
Year 3	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	33	\$549.12	\$0.00	\$549.12
Year 3	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	12	\$199.68	\$0.00	\$199.68
Year 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	35	\$34,120.80	\$0.00	\$34,120.80
Year 3	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	26	\$8,789.04	\$0.00	\$8,789.04
Total				\$43,658.64	\$0.00	\$43,658.64

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Mar 2028						
Year 4	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	33	\$549.12	\$0.00	\$549.12
Year 4	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	12	\$199.68	\$0.00	\$199.68
Year 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	35	\$34,120.80	\$0.00	\$34,120.80
Year 4	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	26	\$8,789.04	\$0.00	\$8,789.04
Total				\$43,658.64	\$0.00	\$43,658.64

Mar 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	33	\$549.12	\$0.00	\$549.12
Year 5	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	12	\$199.68	\$0.00	\$199.68
Year 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	35	\$34,120.80	\$0.00	\$34,120.80
Year 5	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	26	\$8,789.04	\$0.00	\$8,789.04
Total				\$43,658.64	\$0.00	\$43,658.64

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/15/2025





Master Services and Purchasing Agreement for Customer

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

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- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

upon notice to the Customer.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon

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Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.



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Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
 - d. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
 - e. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic



screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.
10. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")



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- b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use Axon Cloud Services as a service bureau, or as part of an Customer infrastructure as a service;
 - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
17. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
18. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.



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19. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

- Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 In addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
- Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> Instructor-led setup of Axon View on smartphones (if applicable) Configure categories and custom roles based on Customer need Register cameras to Customer domain Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> Work with Customer to decide the ideal location of Docks and set configurations on Dock Authenticate Dock with Axon Evidence using admin credentials from Customer On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management Provide referrals of other agencies using the Axon camera devices and Axon Evidence Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> Assistance with device set up and configuration Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

- Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

<p>System set up and configuration (Remote Support)</p>
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<ul style="list-style-type: none"> Instructor-led setup of Axon View on smartphones (if applicable) Configure categories & custom roles based on Customer need Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration <ul style="list-style-type: none"> Work with Customer to decide the ideal location of Dock setup and set configurations on Dock Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions <ul style="list-style-type: none"> Assistance with device set up and configuration Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none"> Configure Axon Evidence categories & custom roles based on Customer need. Troubleshoot IT issues with Axon Evidence. Register users and assign roles in Axon Evidence. For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: <ul style="list-style-type: none"> Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies Discuss the importance of entering metadata and best practices for digital data management Provide referrals to other agencies using TASER CEWs and Axon Evidence For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence instructor training <ul style="list-style-type: none"> Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. For the CEW Full Service Package: Training for up to 3 individuals at Customer For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW



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Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

- 7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> Instructor-led setup of Axon VR headset content Configure Customer settings based on Customer need Troubleshoot IT issues with Axon VR headset
<p>Axon instructor training (Train the Trainer)</p> <p>Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>Classroom and practical training sessions</p> <p>Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices</p>

- 8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> Instructor-led setup of Axon Air App (ASDS) Configure Customer settings based on Customer need Configure drone controller Troubleshoot IT issues with Axon Evidence
<p>Axon instructor training (Train the Trainer)</p> <p>Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>Classroom and practical training sessions</p> <p>Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices</p>

- 9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

- 11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

- 12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon



personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. Trade-in. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Table with 2 columns: Customer Size, Days to Return from Start Date of TASER 10 Subscription. Rows include: Less than 100 officers (60 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 5. TASER Device Subscription Term. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. Access Rights. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. Customer Warranty. If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. Purchase Order. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. Apollo Grant (US only). If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. Termination. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of



termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Customer Responsibilities.
 - 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
 - 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint**. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.
3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
 - 4.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
 - 5.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



Master Services and Purchasing Agreement for Customer

6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term** If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements**. Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations**. Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. **With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.**
6. **Termination**. Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
 - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.



Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local,
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas,
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:



- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM
2. **Advanced User Management Configuration.** Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.



FUSUS APPENDIX

- 1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.
- 2. **Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

- 3. **Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
- 4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.



Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.
 - 1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
 - 1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,



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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



VIEVU Data Migration Appendix

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope.** Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("Migration"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("Migration SOW") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.

10.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
2. **Full-Time TAM Scope of Services.**
 - 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
 - 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
 - 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
 - 2.4. The Full-Time TAM Service options are listed below:
 - Ongoing System Set-up and Configuration**
 - Assisting with assigning cameras and registering docks
 - Maintaining **Customer's Axon Evidence account**
 - Connecting Customer to "Early Access" programs for new devices
 - Account Maintenance**
 - Conducting on-site training on new features and **devices for Customer leadership team(s)**
 - Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**
 - Conducting weekly meetings to cover current issues and program status
 - Data Analysis**
 - Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
 - Comparing **Customer's Axon usage and trends to peers to establish best practices**
 - Proactively monitoring the health of Axon equipment and coordinating returns when needed
 - Direct Support**
 - Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices
 - Proactively monitoring the health of **Axon equipment**
 - Creating and monitoring **RMA's on-site**
 - Providing Axon app support
 - Monitoring and testing new firmware and workflows before they are released to Customer's production environment
 - Customer Advocacy**
 - Coordinating **bi-annual voice of customer meetings with Axon's Device Management team**
 - Recording and tracking Customer feature requests and major bugs
3. **Regional TAM Scope of Services**
 - 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
 - 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
 - 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
 - 3.4. The Regional TAM service options are listed below:

Account Maintenance

Conducting remote training on new features and **devices for Customer's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing an **Customer's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**

Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.



Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. "My90" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. "Recipient Contact Information" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. "Customer Data" means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. "My90 Data" means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular Individual.
- 1.5. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. "Processing" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. "Sensitive Personal Data" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

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5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
 6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
 7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
 8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.
 9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
 10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
 11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
 12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
 13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request
 14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon
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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon

immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

- 21. Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer, (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
- 22. My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations



Axon Training Pod

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** **TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
3. **Placement** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/16/2025

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 Aon Risk Insurance Services West, Inc. Phoenix AZ Office 4300 East Camelback Rd. Suite 460 Phoenix AZ 85018 USA	CONTACT NAME:
	PHONE (A/C. No. Extl): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER A: AIG Specialty Insurance Company 26883
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570110501762 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O - Technology			014362782 Cyber/Tech E&O SIR applies per policy terms & conditions	08/01/2024	08/01/2025	Security/Privacy Li Policy Limit \$5,000,000 SIR \$5,000,000 \$1,000,000

Certificate No : 570110501762

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Franklin is included as Additional Insured in accordance with the policy provisions of the Cyber/Tech E&O policy.

CERTIFICATE HOLDER City of Franklin 9229 West Loomis Road Franklin WI 53132 USA	CANCELLATION 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 <i>Aon Risk Insurance Services West Inc</i>
---	---





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/18/2025

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 Aon Risk Insurance Services West, Inc. Phoenix AZ Office 4300 East Camelback Rd. Suite 460 Phoenix AZ 85018 USA	CONTACT NAME: PHONE (A/C No. Ext): 8662837122 FAX (A/C No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire Insurance Co.	NAIC # 19682
	INSURER B: Nutmeg Insurance Co	NAIC # 39608
	INSURER C: National Casualty Company	NAIC # 11991
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 570110501844 **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, LIMITS shown are as requested

INSR LTR	TYPE OF INSURANCE	APPL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR see Prod Liab Info attd GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: Xc1 Prod/Comp Ops			NGO0001274 SIR applies per policy terms & conditions	08/01/2024	08/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS COM/OP AGG Excluded Per Occ SIR \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			59UENFN6060	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			UNO0000235 Excludes Prod Comp Ops Ag	08/01/2024	08/01/2025	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N N/A	59WEAC0S6D	08/01/2024	08/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)

City of Franklin is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City of Franklin in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability, Workers' Compensation and Products/Completed Operations policies. Umbrella coverage excludes Products Completed Operations Aggregate coverage.

CERTIFICATE HOLDER City of Franklin 9229 West Loomis Road Franklin WI 53132 USA	CANCELLATION 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 <i>Aon Risk Insurance Services West Inc.</i>

Holder Identifier : 570110501844 Certificate No : 570110501844





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570110501844			
CARRIER See Certificate Number: 570110501844	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER. ACORD 25 **FORM TITLE.** Certificate of Liability Insurance
 Workers Compensation Coverage

- Hartford Fire Insurance Company
 - AL, OK, UT, VT
- Nutmeg Insurance Company
 - AZ, IL, MI
- Twin City Fire Insurance Company
 - AR, CT, DE, FL, ID, IN, IA, KS, KY, LA, ME, MA, MN, MS, MT, NE, NH, NM, ND, OH, RI, SC, SD, TN, TX, WA, WV, WI, WY
- Sentinel Insurance Company Ltd.
 - CA, GA, MD, NY, OR, PA, VA,
- Hartford Insurance Company of the Southeast
 - CO
- Property and Casualty Insurance Company of Hartford
 - DC
- Hartford Underwriters Insurance Company
 - HI, NJ, MO
- Hartford Accident and Indemnity Company
 NC, NV



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570110501844			
CARRIER See Certificate Number: 570110501844	NAIC CODE	EFFECTIVE DATE.	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER. ACORD 25	FORM TITLE. Certificate of Liability Insurance
------------------------------	---

Products Liability Schedule

Products/Completed Operations Coverage
8/1/2024 - 8/1/2025:

Policy #034064091
Lexington Insurance Company
Claims Made Coverage Form - Products Liability
\$10,000,000 Each Occurrence Limit
\$10,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Occurrence Self Insured Retention

Policy #034064092
Lexington Insurance Company
Occurrence Coverage Form - Products Liability
\$10,000,000 Each Occurrence Limit
\$10,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Occurrence Self Insured Retention

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 1/21/2025</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">CONCEPT REVIEW FOR A CONDOMINIUM DEVELOPMENT LOCATED AT 11590 WEST MEADOWVIEW DRIVE (BEAR DEVELOPMENT, LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER Aldermanic District No. 6 <i>M. 6.</i></p>

On December 12, 2024, the applicant submitted an application for Concept Review. The conceptual plans include seventeen two-family condominium units along a new public road and an additional five two-family condominium units along a private drive for a total of forty-four units.

Additional information is attached for review, including a staff report and a narrative and conceptual site plan provided by the applicant.

A Concept Review is an informal high-level perspective presentation of a potential land use project by a developer to the Common Council. While not required, the Concept Review provides developers the opportunity to present a potential new development to perhaps obtain comments from Common Council members, prior to undertaking more detailed 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.

COUNCIL ACTION REQUESTED

No action requested. No action to be taken.



CITY OF FRANKLIN
REPORT TO THE COMMON COUNCIL
Meeting of January 21, 2025
Concept Review

RECOMMENDATION: No action requested, no action to be taken.

Project name: Bear Development Condominiums
Property Owner: Loomis & Ryan, Inc.
Applicant: Bear Development, LLC
Agent: Daniel Szczap, Bear Development, LLC
Property Address/TKN: 11590 W. Meadowview Drive/891 1081 000
Aldermanic District: District 6
Zoning District: M-1 Limited Industrial District
Staff Planner: Nick Fuchs, Planning Associate
Submittal date: 12-12-2024
Application number: PPZ24-0202

Introduction

The applicant filed a Conceptual Review Application for a proposed multi-family condominium development upon property located at 11590 W. Meadowview Drive.

In 2018, this property was part of a larger development area. At that time, Bear Development received approval to rezone Lot 2 of CSM No. 9095, which included this portion of land. The subject property, as it exists today, was created by the Ryan Meadows Subdivision Plat as Lot 81.

Site Plan

The subject property has an area of about 7.735-acres (336,826 square feet). The conceptual plan proposes a public road extending north from W. Meadowview Drive surrounded by 17 two-family condominium units. The site plan also includes a private drive extending east from the public road with five additional two-family units. This results in a total of 22 buildings and 44 dwelling units.

Sheet 1 of the Ryan Meadow plat (attached) illustrates a 30-foot access easement on the property. The intent is to provide access from W. Meadowview Drive to the property located at 11555 W. Loomis Road, which currently has access from W. Loomis Road. The applicant intends to make a request to the WisDOT to relocate the easement to accommodate the current site layout.

The site plan also includes a proposed parking lot for the Irish Cottage bar and restaurant located to the north and east at 11433 W. Ryan Road. The site plan illustrates a berm adjacent to the parking lot to buffer and screen it from the proposed condos. Additional berms are located throughout the perimeter of the site.

Required Process

As stated, the property is currently zoned M-1 Limited Industrial District. The property is designated as Business Park on the City's 2025 Future Land Use Map. It should be noted that the City is proposing to rezone this property to L1 – Limited Industrial as part of the UDO rewrite project.

The process for development will include a Rezoning and Comprehensive Master Plan Amendment. A Certified Survey Map, Condominium (Final) Plat, and Site Plan review will also be needed.

Under the current R-8 District, a Special Use would be required as well. However, under this zoning, the maximum density allowed would be 38 units; six units less than proposed with the private drive option. According to the applicant, there would also be an issue with minimum living area requirements.

Under the draft multi-family zoning district of the new zoning code, the development would comply with density standards, and this district does not require a minimum living area.

Staff Comments

Planning staff does not object to the proposed multi-family residential use at this location, particularly considering the abutting single-family residential uses to the south, east, and west. With that said, staff also finds that the property could be developed as industrial as currently planned and as part of any future industrial development to the south. Although, Meadowview Drive could be seen as a boundary between the residential and industrial land uses.

It should be noted that the applicant has also submitted a Concept Review for the 9.3-acre property to the south on Monarch Drive (Tax Key No. 891 9013 000). The application requests that the City consider allowing a single-family residential development, opposed to the planned industrial land use.

The Franklin Health Department indicated that they have no concerns with the proposal. However, if any modifications are proposed to the Irish Cottage, the Health Department noted that a plan review may be required.

Staff Recommendation:

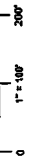
This item does not have a recommended motion and no official action is to be taken.

It is recommended that sufficient feedback be provided to allow the applicant to determine whether to proceed or not with detailed development plans and the required applications.

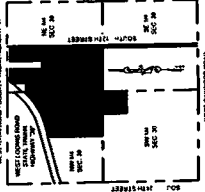
RYAN MEADOWS

Being Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and adjacent lots in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin.

GRAPHICAL SCALE (FEET)



LINE NO.	BEARING	DISTANCE
1	S89°44'26"E	231.00'
2	S00°34'43"E	688.00'
3	S89°44'26"E	256.41'
4	S00°34'43"E	688.00'
5	S89°44'26"E	256.41'
6	S00°34'43"E	688.00'
7	S89°44'26"E	256.41'
8	S00°34'43"E	688.00'
9	S89°44'26"E	256.41'
10	S00°34'43"E	688.00'



Drawings referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD 83). The north arrow is North, Range 21 East, Township 5 North.

There are no objections to this plat with respect to Sects. 236 (1), 236.16, 236.20 and 236.21(1) and (2), Wis. Stat., as provided by s. 236.12, Wis. Stats.
 Certified *John P. Konopacki*, State Surveyor
 Department of Administration

WE CORNER IN SEC. 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN. REFERENCE BENCHMARK, 61-460.74

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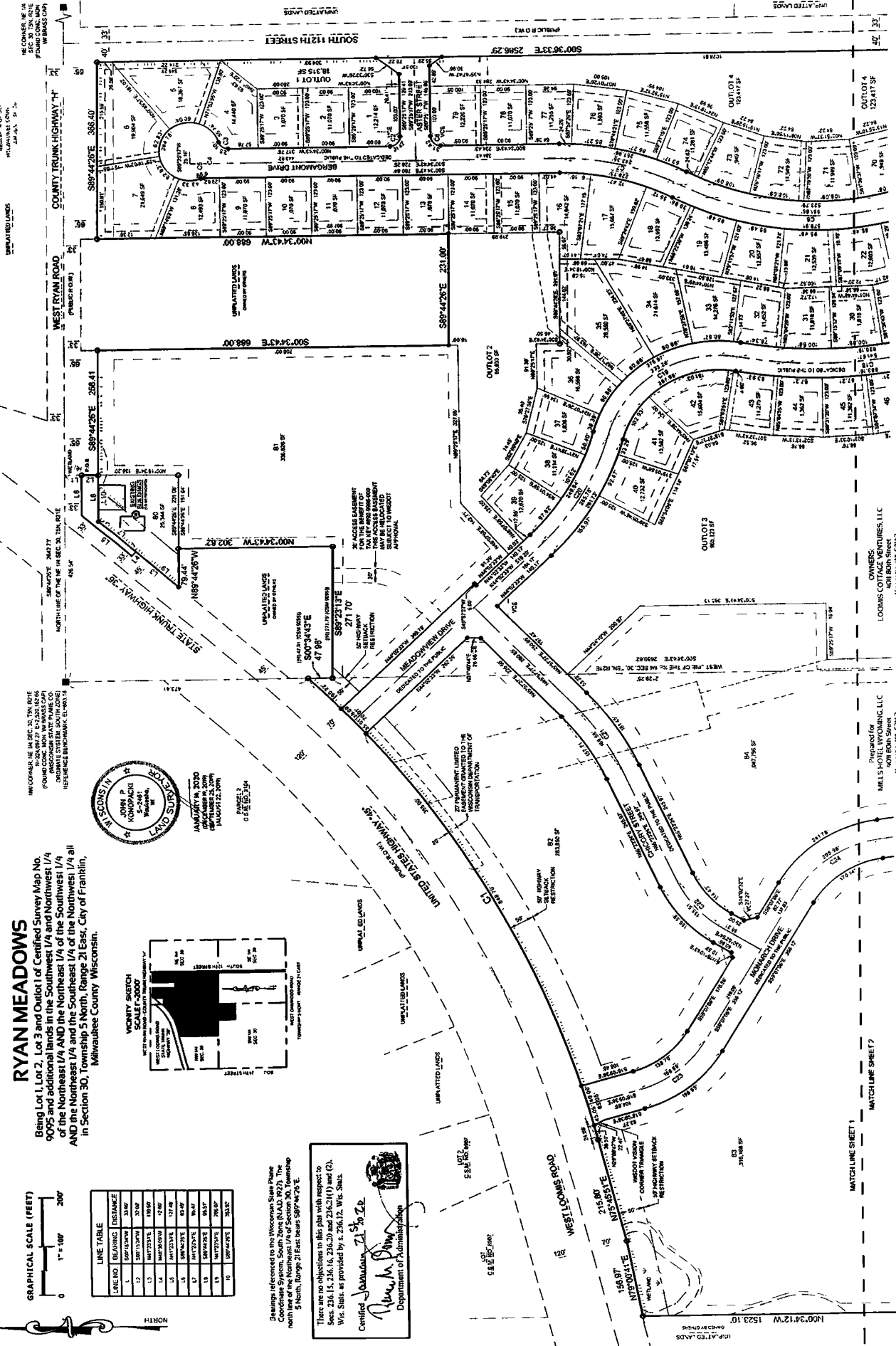
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OWNERS: Loomis Cottage Ventures, LLC
 4018 Bohm Street
 Kenosha, WI 53142
 262.992.0184

OWNERS: Stratus Investments, LLC
 1555 Brookfield Wisconsin
 Franklin, WI 53132
 414.431.5250

Prepared by: Pinnacle Engineering Group
 1555 Brookfield Wisconsin
 Franklin, WI 53132
 OFFICE: 262.774.8888

NOTE: All measurements have been made with the exception of the...
 This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

December 4, 2024

Mr. Regulo Martinez-Montilva
Principal Planner
9229 W. Loomis Road
Franklin, WI 53132

Re: Conceptual Review- Lot 81 Ryan Meadows

Dear Mr. Martinez-Montilva:

Bear Development is pleased to submit this letter and the enclosed submittal materials as formal application for Conceptual Review. Bear Development is acting on behalf of the record owner, Loomis & Ryan, Inc.

Project Summary

Loomis & Ryan, Inc. is the record owner of approximately 7.735 acres of land in the City of Franklin. The land is located between Meadowview Drive and Ryan Road. The property is included in the area commonly known as Planning Area G.

Tax Key Number: 8911081000.

Property History

The property was platted and divided as part of the Ryan Meadows Subdivision. The subject property was improved with a public street (Meadowview Drive) and public utilities during the Ryan Meadows site development. The property includes public street frontage on Ryan Road to the north and Meadowview Drive to the south. The subject property was rezoned to the M-1 Limited Industrial District in 2017 during the approvals of the Ryan Meadows subdivision. It is currently vacant.

Existing Zoning: *M-1 Limited Industrial District*

Proposed Zoning: *R-8 Multiple Family Residential District*

Adjacent Zoning Classifications

North: *B-2 General Business District*

South: *R-6 Suburban Single Family Residence District*

East: *R-2 Estate Single Family Residence District*

West: *B-2 General Business District and R-2 Estate Single Family Residence District*

Existing Land Use: *Vacant*

Proposed Land Use: *Single-Family Residential (2 Family Attached)*



Phone: 262.694.2327



www.beardevelopment.com



4011 80th Street, Kenosha, WI 53142

Adjacent Land Use

Subject Property: Vacant
North: Vacant
South: Single Family Residential and Vacant
East: Single-Family Residential
West: Business and Single-Family Residential

Existing Land Use Map Designation: Business Park

Proposed Land Use Plan Designation: Residential

Proposed Concept Plan

Recognizing that the existing M-1 Limited Industrial zoning would allow land uses, by right, that may be considered incompatible with the residential use that has been established in the area, Bear Development has developed two (2) residential Concept Plans for City of Franklin consideration.

The applicant proposes a residential condominium neighborhood consisting of townhome style duplex condominium units. The Concept Plan includes a public cul-de-sac street from Meadowview Drive Ryan serving eighteen (18) condominium buildings. The project will be served with public sanitary sewer and public water located within Meadowview Drive. The proposed street and right-of-way are compliant with City of Franklin Standards.

The R-8 District Development Standards were applied including the following bulk regulations:

Minimum Front Yard Setback:	25 feet	
Minimum Side yard Setback:	5 feet	
Minimum Rear Yard:	25 feet	
Minimum Wetland Buffer:	30 feet	
Minimum Wetland Setback:	50 feet	
Gross Density:	5.00 dwelling units/base area	(5 * 7.735 = 38.6 dwelling units)
Net Density:	5.00 dwelling units/buildable area	(5 * 7.735 = 38.6 dwelling units)

An alternative Concept Plan has been provided which includes eight (8) additional condominium units that would be served by a private drive. We feel that the alternative plan is a more efficient use of land, provides needed residential units and creates additional tax base. However, it does exceed the standard density in the R-8 Multiple-Family Residential District. The R-8 Residential District allows a density of 5 dwelling units per acre. The alternate Concept Plan includes a density of 5.65 dwelling units per acre (44 units/7.735 acres = 5.65). The alternate Concept Plan is provided for consideration and discussion purposes.

The proposed residential neighborhood would require a zoning reclassification from the M-1 Limited Industrial District to the R-8 Multiple-Family Residential District. The project would also require a Land Use Amendment from Business Park to Residential.

We feel that a residential condominium neighborhood is compatible with the surrounding land uses in the area. Further, developing the site under the current zoning (Industrial) and land use designation (Business Park) may have a negative impact to the surrounding land uses (Residential) that have been established. Lastly, a residential neighborhood in this location would help fill the need for additional housing in the area while providing significant tax base.

Irish Cottage Reconfiguration

The Concept Plan also includes a proposed reconfiguration of the Irish Cottage property (Lot 80, Ryan Meadows) to improve access to the property and to provide adequate and orderly parking. The existing Irish Cottage access, while legal non-conforming, is not ideal.

The Concept Plan presents a unique opportunity to enhance the safety of the STH 36/Ryan Road intersection by providing a dedicated commercial driveway on Ryan Road. The Concept Plan also includes a proposed parking lot to serve the Irish Cottage to provide adequate parking and to improve traffic circulation around the existing building.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

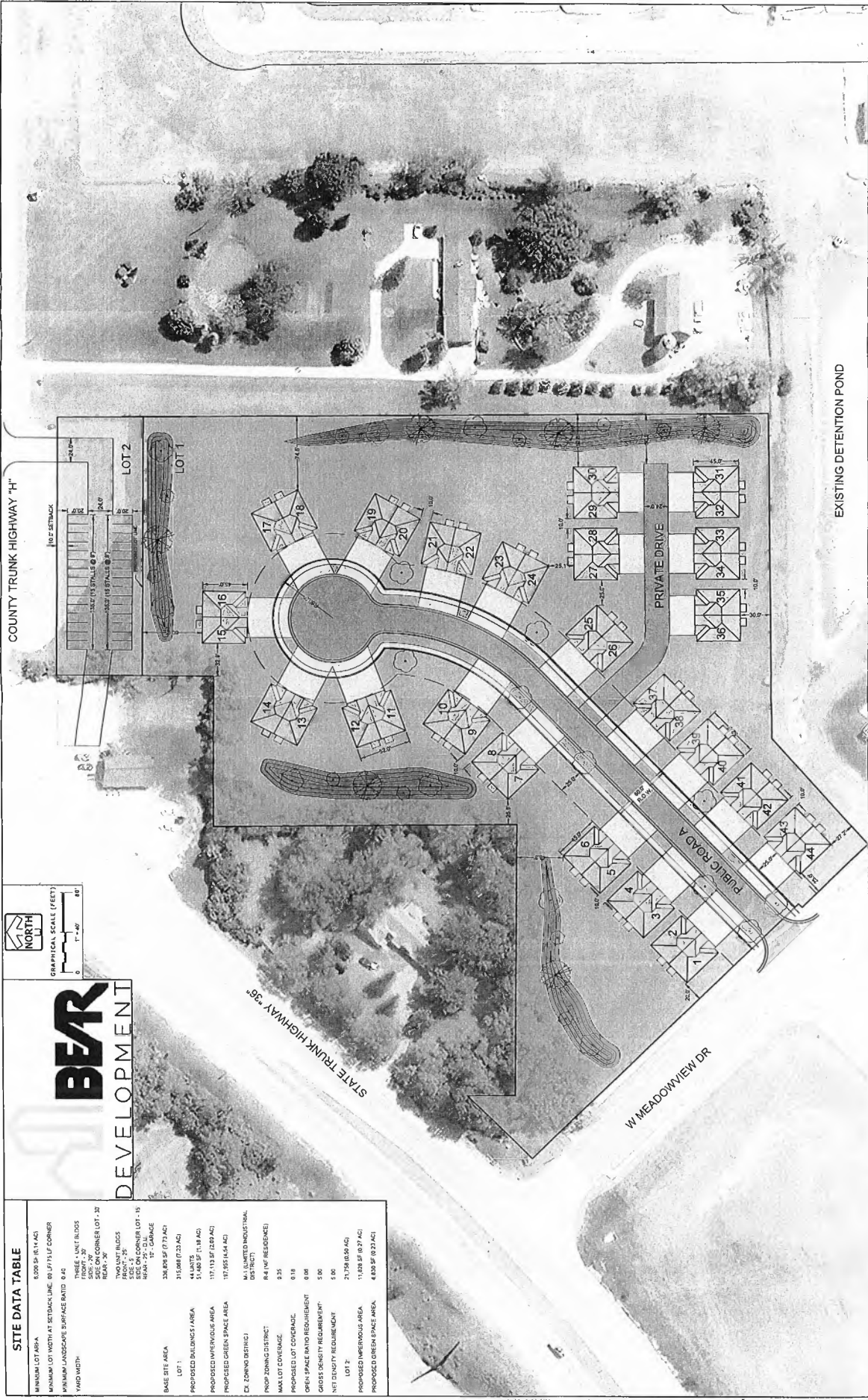
Thank you for your time and consideration and we look forward to discussing this project at the next available Common Council meeting.

Sincerely,



Daniel Szczap
Bear Development, LLC





SITE DATA TABLE

MINIMUM LOT AREA	5,000 SF (114 AC)
MINIMUM LOT WIDTH AT DETACHING LINE @ 1/4" SCALE	175 FT CORNER
MINIMUM LANDSCAPE SURFACE RATIO	0.45
YARD WIDTH	THREE (3) UNIT BLDGS 500'-0" (29) 500'-0" (29) 500'-0" (29) REAR YARD REAR YARD
TWO UNIT BLDGS	FRONT - 75' SIDE ON CORNER LOT - 15' REAR - 15' GARAGE REAR YARD
BASE SITE AREA	338,008 SF (7.73 AC)
LOT 1	316,088 SF (7.23 AC)
PROPOSED BUILDINGS AREA	41,847 SF
PROPOSED IMPERVIOUS AREA	51,482 SF (1.18 AC)
PROPOSED GREEN SPACE AREA	177,133 SF (4.02 AC)
PROPOSED GREEN SPACE AREA	107,955 SF (2.44 AC)
CX ZONING DISTRICT	M1 (LIMITED INDUSTRIAL DISTRICT)
PROPOSED ZONING DISTRICT	R4 (1F RESIDENCE)
MAX LOT COVERAGE	0.35
PROPOSED LOT COVERAGE	0.18
OPEN SPACE RATIO REQUIREMENT	0.06
GROSS DENSITY REQUIREMENT	5.00
NET DENSITY REQUIREMENT	5.00
LOT 2	21,756 SF (0.50 AC)
PROPOSED IMPERVIOUS AREA	11,026 SF (0.27 AC)
PROPOSED GREEN SPACE AREA	4,830 SF (0.11 AC)



<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 1/21/2025</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Standards, Findings and Decision of the City of Franklin Common Council upon the Application of Andrew Chromy of the Franklin Public Schools, applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance</p>	<p style="text-align: center;">ITEM NUMBER A. 7. Ald. 2</p>

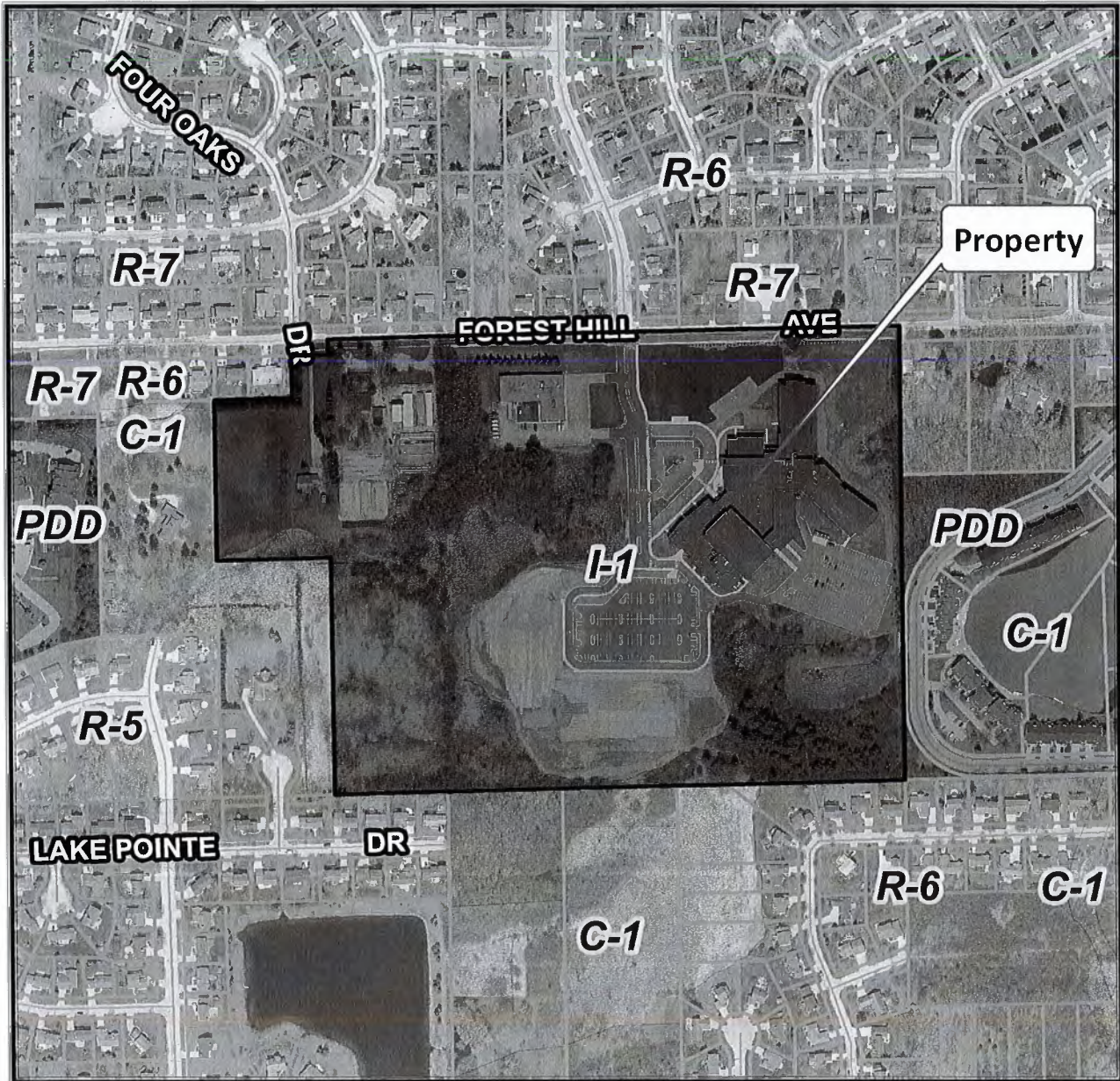
The public hearing for this item was opened at the regular meeting of the Plan Commission on November 7, 2024. Following a properly noticed public hearing, the following action was approved: motion to recommend approval of a Natural Resource Special Exception request to allow disturbance of approximately 1,046 square feet of wetland, 528 square feet of wetland buffer, and 2,114 square feet of wetland setback for the construction of an asphalt path and boardwalk upon property located at 8225-8459 West Forest Hill Avenue, subject to conditions within the draft Standards, Findings, and Decision Form. On voice vote, all voted ‘aye’; motion carried (5-0-0).

At their meeting on January 8, 2025, the Environmental Commission recommended approval of the Special Exception to natural resource provisions of the Unified Development Ordinance with conditions as presented at their meeting and as set forth in the attached City of Franklin Environmental Commission document.

COUNCIL ACTION REQUESTED

Adopt the standards, findings and decision of the City of Franklin Common Council upon the application of Andrew Chromy of the Franklin Public Schools, applicant, for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance.

8225 - 8459 W. Forest Hill Ave.
TKN 838 9978 001



Planning Department
(414) 425-4024

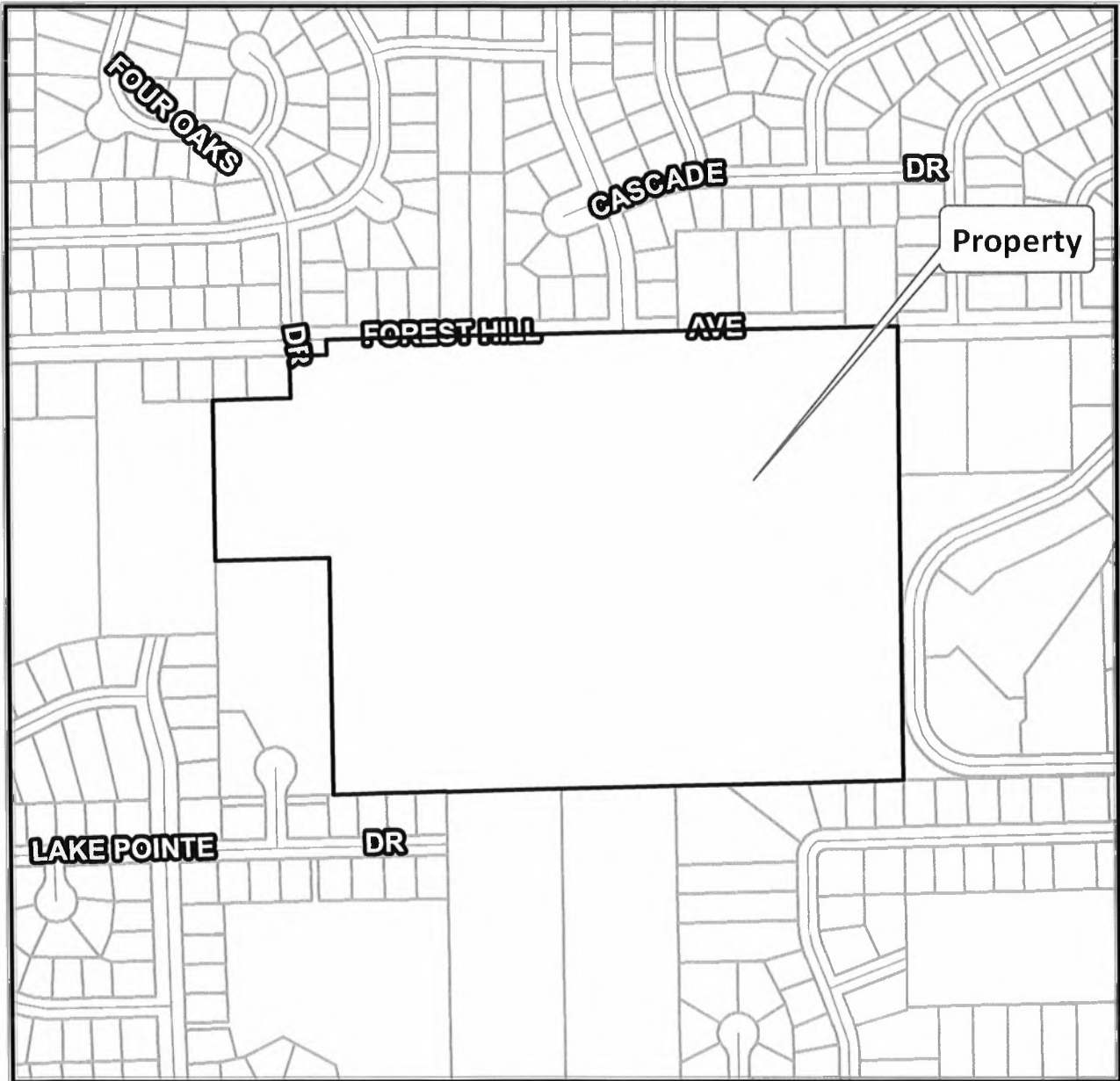
0 275 550 1,100 Feet



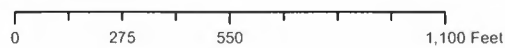
2021 Aerial Photo

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.

8225 - 8459 W. Forest Hill Ave.
TKN 838 9978 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.

Standards, Findings and Decision
of the City of Franklin Common Council upon the Application of Andrew Chromy of
the Franklin Public Schools, applicant, for a Special Exception
to Certain Natural Resource Provisions of the City of Franklin
Unified Development Ordinance

Whereas, Andrew Chromy of the Franklin Public Schools, applicant, having filed an application dated September 4, 2024, for a Special Exception pursuant to Section 15-9.0110 of the City of Franklin Unified Development Ordinance pertaining to the granting of Special Exceptions to Wetland, Wetland Buffer, and Wetland Setback Provisions; a copy of said application being annexed hereto and incorporated herein as Exhibit A; and

Whereas, the application having been reviewed by the City of Franklin Environmental Commission and the Commission having made its recommendation upon the application, a copy of said recommendation dated January 8, 2025 being annexed hereto and incorporated herein as Exhibit B; and

Whereas, following a public hearing before the City of Franklin Plan Commission, the Plan Commission having reviewed the application and having made its recommendation thereon as set forth upon the report of the City of Franklin Planning Department, a copy of said report dated November 7, 2024 being annexed hereto and incorporated herein as Exhibit C; and

Whereas, the property which is the subject of the application for a Special Exception is located at 8225-8459 West Forest Hill Avenue, zoned I-1 Institutional District, and such property is more particularly described upon Exhibit D annexed hereto and incorporated herein; and

Whereas, Section 15-10.0208B. of the City of Franklin Unified Development Ordinance, as amended by Ordinance No. 2003-1747, pertaining to the granting of Special Exceptions to Wetland, Wetland Buffer, and Wetland Setback Provisions, provides in part: “The decision of the Common Council upon any decision under this Section shall be in writing, state the grounds of such determination, be filed in the office of the City Planning Manager and be mailed to the applicant.”

Now, Therefore, the Common Council makes the following findings pursuant to Section 15-10.0208B.2.a., b. and c. of the Unified Development Ordinance upon the application for a Special Exception dated August 28, 2024, by Andrew Chromy of the Franklin Public Schools, applicant, pursuant to the City of Franklin Unified Development Ordinance, the proceedings heretofore had and the recitals and matters incorporated as set forth above, recognizing the applicant as having the burden of proof to present evidence sufficient to support the following findings and that such

findings be made by not less than four members of the Common Council in order to grant such Special Exception.

1. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature): *but rather, the applicant notes the Franklin Public Schools (FPS)'s ability to develop its property are substantially limited by the Natural Resource Protection Standards enacted within UDO 15-4 001 due to the substantial amount of wetlands, wetland buffer, and wetland setback located on its property*

2. That compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:

a. be unreasonably burdensome to the applicant and that there are no reasonable practicable alternatives: *or*

b. unreasonably and negatively impact upon the applicant's use of the property and that there are no reasonable practicable alternatives: *The applicant states compliance with the above mentioned requirements would prevent FPS from constructing an accessible route from the Middle School to the CERC facility, negatively impact neighbors by increasing traffic and parking on W Forest Hill Ave, and be a missed opportunity to provide a nature trail for community and student use*

3. The Special Exception, including any conditions imposed under this Section will:

a. be consistent with the existing character of the neighborhood: *The proposed special exception will leave the vast majority of natural features untouched and allow for increased access and viewing of the remaining natural features, and will be a boon for the local neighborhood as it will give people another option for walks and bike rides in the area, and*

b. not effectively undermine the ability to apply or enforce the requirement with respect to other properties: *The applicant states that "The school is in a unique situation. FPS has a unique responsibility to provide recreational and educational services for both its students as well as the local community due to the Community, Education, and Recreation Department No neighboring properties share this responsibility "*

c. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement: *Applicant represents that, per the UDO, the intent of the code in regards to natural resources is to promote the wise use, conservation, protection, and proper development of the City's natural resources This development will help inspire future generation to protect and restore*

ecosystems, serve as an outdoor classroom for learning, and provide an excellent outdoor recreation opportunity , and

d. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development: *(this finding only applying to an application to improve or enhance a natural resource feature): not applicable*

The Common Council considered the following factors in making its determinations pursuant to Section 15-10.0208B.2.d. of the Unified Development Ordinance.

1. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks: *The applicant states that "The wetland complex in question, together with extents of the property boundaries, substantially limits buildable space in the area "*

2. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district: *The applicant states that "The school district is uniquely responsible for providing educational and recreational opportunities for students and community members to the School District's Community Education & Recreation Department The lot itself is uniquely limiting due to the location of the wetland complex relative to other improvements on the site "*

3. Existing and future uses of property; useful life of improvements at issue; disability of an occupant: *The applicant states that "The proposed walking paths will be ADA accessible, allowing students from the Middle School an accessible route to the new facility The nature trail and board walk is intended to maintained in perpetuity, allowing access for the foreseeable future."*

4. Aesthetics: *The applicant states, "The proposed walking paths and wetland boardwalk will improve community access and visibility of the property's unique natural resources"*

5. Degree of noncompliance with the requirement allowed by the Special Exception: *The applicant states that "The proposed disturbance is very small (3688 sf) relative to overall natural resources found on the property (24 59 acres) "*

6. Proximity to and character of surrounding property: *The proposed walking paths and boardwalk should not be visible from neighboring properties due to the wooded nature of the area The improvements will enhance surrounding properties by providing an additional recreational and educational opportunity "*

7. Zoning of the area in which property is located and neighboring area: *This lot is zoned institutional and there are no other institutional properties in the immediate area. The School District has a unique responsibility to provide educational and recreational opportunities for students and the community due its management of the Community, Education, and Recreation Department.*

8. Any negative affect upon adjoining property: *The proposed project should have no negative impacts to adjoining properties*

9. Natural features of the property: *The proposed development will enhance local visibility and appreciation for natural resources found within the District's property by providing a new recreational opportunity*

10. Environmental impacts: *All of the existing wetland complex's functional values in terms of stormwater storage, groundwater recharge, water quality filtration, habitat, etc will remain. Overall, this project should be a net benefit for the community*

11. A recommendation from the Environmental Commission as well as a review and recommendation prepared by an Environmental Commission-selected person knowledgeable in natural systems: *The Environmental Commission recommendation and its reference to the report of January 8, 2025 is incorporated herein.*

12. The practicable alternatives analysis required by Section 15-9.0110C.4. of the Unified Development Ordinance and the overall impact of the entire proposed use or structure, performance standards and analysis with regard to the impacts of the proposal, proposed design solutions for any concerns under the Ordinance, executory actions which would maintain the general intent of the Ordinance in question, and other factors relating to the purpose and intent of the Ordinance section imposing the requirement: *The Plan Commission recommendation and the Environmental Commission recommendation address these factors and are incorporated herein*

Decision

Upon the above findings and all of the files and proceedings heretofore had upon the subject application, the Common Council hereby grants a Special Exception for such relief as is described within Exhibit C, upon the conditions

- 1) that the natural resource features areas upon the properties to be developed be protected by a perpetual conservation easement to be approved by the Common Council prior to any development within the areas for which the Special Exception is granted prior to the issuance of any Occupancy Permits,*
- 2) that the applicant obtain all other necessary approval(s) from all other applicable governmental agencies prior to any development within the areas for which the Special Exception is granted,*

- 3) *that all development within the areas for which the Special Exception is granted shall proceed pursuant to and be governed by the approved Natural Resource Protection Plan and all other applicable plans for Andrew Chromy of the Franklin Public Schools, applicant, and all other applicable provisions of the Unified Development Ordinance*
- 4) *that the applicant restore any temporarily disturbed wetland buffer and wetland setback to the standards of UDO §15-4 0102I for wetland setback and UDO §15-4.0103B5 for wetland buffer*
- 5) *that the duration of this grant of Special Exception is permanent.*

Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of January, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 21st day of January, 2025.

APPROVED:

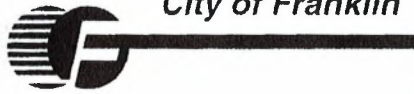
John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Planning Department
9229 West Loomis Road
Franklin, Wisconsin 53132
Email: generalplanning@franklinwi.gov



City of Franklin

Phone: (414) 425-4024
Fax: (414) 427-7691
Web Site: www.franklinwi.gov

Date of Application: _____

NATURAL RESOURCE SPECIAL EXCEPTION APPLICATION

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

Applicant (Full Legal Name[s]):

Name: Andrew Chromy
Company: Franklin Public Schools
Mailing Address: 8255 W Forest Hill Ave
City / State: Franklin, WI Zip: 53132
Phone: 414-525-7605
Email Address: andy.chromy@franklin.k12.wi.us

Applicant is Represented by (contact person) (Full Legal Name[s]):

Name: Jesse Becker
Company: Point of Beginning, Inc
Mailing Address: 4941 Kirschling Court
City / State: Stevens Point, WI Zip: 54481
Phone: 715-344-9999
Email Address: jesseb@poblnc.com

Project Property Information:

Property Address: 8255 W Forest Hill Ave, Franklin, WI 53132
Property Owner(s): Franklin Public Schools
Mailing Address: 8255 W Forest Hill Ave
City / State: Franklin, WI Zip: 53132
Email Address: andy.chromy@franklin.k12.wi.us

Tax Key Nos: 8389978001
Existing Zoning: I-1 Institutional
Existing Use: Institutional
Proposed Use: Institutional
Future Land Use Identification: Institutional / Residential

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

Natural Resource Special Exception Application submittals for review must include and be accompanied by the following:

(See Section 15-10.0208 of the Unified Development Ordinance for review and approval procedures.)

<http://www.franklinwi.gov/Home/Planning/UnifiedDevelopmentOrdinanceUDO.htm>

- This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.
- Application Filing Fee, payable to City of Franklin: \$500
- Legal Description for the subject property (WORD.doc or compatible format).
- Seven (7) complete **colated** sets of Application materials to include:
 - One (1) original and six (6) copies of a written Project Narrative.
 - Three (3) **folded** full size, drawn to scale copies (at least 24" x 36") of the Plat of Survey (as required by Section 15-9.0110(B) of the Unified Development Ordinance).
 - Three (3) **folded** full size, drawn to scale copies (at least 24" x 36") of the Natural Resource Protection Plan (See Sections 15-4.0102 and 15-7.0201 for information that must be denoted on or included with the NRPP).
 - Four (4) **folded** reduced size (11"x17") copies of the Plat of Survey and Natural Resource Protection Plan.
- Three copies of the Natural Resource Protection report, if applicable. (see Section 15-7.0103Q of the UDO).
- One copy of all necessary governmental agency permits for the project or a written statement as to the status of any application for each such permit.
- Email (or CD ROM) with all plans/submittal materials. *Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable).*

- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
- Natural Resource Special Exception requests require review by the Environmental Commission, public hearing at and review by the Plan Commission, and Common Council approval prior to recording with Milwaukee County Register of Deeds.

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).

Andrew Chromy
Signature - Property Owner
Andrew Chromy, Asst Supt
Name & Title (PRINT)
Date: 8/28/24

Jesse Becker
Signature - Applicant
Andrew Chromy, Asst Supt
Name & Title (PRINT)
Date: 8/28/24

Signature - Property Owner
Name & Title (PRINT)
Date: _____

Jesse Becker
Signature - Applicant's Representative
Jesse Becker, Project Engineer
Name & Title (PRINT)
Date: 8/28/24



Point of Beginning

4941 Kirschling Court, Stevens Point, WI 54481
1497 6th Street - Suite C, Green Bay, WI 54304

**Franklin Public Schools
Community Education and Recreation Center
Natural Resource Special Exception - Narrative
8/28/2024**

Overall Project Description:

The proposed construction project aims to redevelop the former Luxembourg Gardens site into new youth soccer fields and expand the existing ECC District Office at 8255 W Forest Hill Ave, Franklin, WI 53132, with a new Community Education and Recreation Center. This development will significantly enhance the facilities and services of the Community Education & Recreation Department, offering increased capacity for a wider range of indoor and outdoor activities.

In 2018, Franklin Public Schools conducted a community-wide needs assessment, identifying specific program preferences and optimal scheduling. This expansion will directly address those needs, particularly by enabling the introduction of weekday senior programming, which was highlighted as a top priority by the community.

NRSE Narrative:

A Natural Resource Special Exception (NRSE) is being sought for the Community Education and Recreation Center project, specifically for the construction of a wetland boardwalk and associated walkways near the existing wetlands. This boardwalk, located south of the proposed facility, will serve multiple functions:

1. Offer a natural walking trail that fosters community and student engagement with local natural resources.
2. Establish an accessible path connecting the new soccer fields and Community Education and Recreation Center to Forest Park Middle School.
3. Enhance area walkability and community access to the Recreation Department facility by providing an additional access route.
4. Promote additional on-site parking during larger events, such as Saturday soccer events in the fall.

The proposed walking trail and boardwalk will actively promote engagement with natural resources among students and community members, while improving accessibility to the site from Forest Park Middle School, thereby delivering a significant benefit to the Franklin community.

Site Statistics:

- Existing Zoning: I-1
- Proposed Zoning: I-1
- Current Land Use: Institutional
- Proposed Land Use: Institutional

Construction Timeline: March 2025 – March 2026

Construction Budget: \$8.6 million



May 15, 2024

Andy Chromy
Franklin Public School District
8255 W Forest Hill Ave
Franklin WI 53132
Via email andy.chromy@franklin.k12.wi.us

SUBJECT Coverage Under WPDES General Permit No. WI-S067831-06 Construction Site Storm Water Runoff
Permittee Name Franklin Public School District
Site Name Franklin SD - CERC
FIN. 93635

Dear Permittee

The Wisconsin Department of Natural Resources received your Water Resources Application for Project Permits or Notice of Intent, on May 01, 2024, for the Franklin SD - CERC site and has evaluated the information provided regarding storm water discharges from your construction site. We have determined that your construction site activities will be regulated under ch. 283, Wis. Stats, ch. NR 216, Wis. Adm. Code, and in accordance with Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S067831-06, Construction Site Storm Water Runoff. All erosion control and storm water management activities undertaken at the site must be done in accordance with the terms and conditions of the general permit.

The **Start Date** of permit coverage for this site is May 15, 2024. The maximum period of permit coverage for this site is limited to 3 years from the **Start Date**. Therefore, permit coverage automatically expires and terminates 3 years from the Start Date and storm water discharges are no longer authorized unless another Notice of Intent and application fee to retain coverage under this permit or a reissued version of this permit is submitted to the Department 14 working days prior to expiration.

A copy of the general permit along with extensive storm water information including technical standards, forms, guidance and other documents is accessible on the Department's storm water program Internet site. To obtain a copy of the general permit, please download it and the associated documents listed below from the following Department Internet site: <http://dnr.wi.gov/topic/stormwater/construction/forms.html>

- Construction Site Storm Water Runoff WPDES general permit No. WI-S067831-06
- Construction site inspection report form
- Notice of Termination form

If, for any reason, you are unable to access these documents over the Internet, please contact me and I will send them to you.

To ensure compliance with the general permit, please read it carefully and be sure you understand its contents. Please take special note of the following requirements (This is not a complete list of the terms and conditions of the general permit):

1. The Construction Site Erosion Control Plan and Storm Water Management Plan that you completed prior to submitting your permit application must be implemented and maintained throughout construction. Failure to do so may result in enforcement action by the Department.

2 The general permit requires that erosion and sediment controls be routinely inspected at least every 7 days, and within 24 hours after a rainfall event of 0.5 inches or greater. Weekly written reports of all inspections must be maintained. The reports must contain the following information:

- a Date, time, and exact place of inspection;
- b Name(s) of individual(s) performing inspection,
- c An assessment of the condition of erosion and sediment controls,
- d A description of any erosion and sediment control implementation and maintenance performed,
- e A description of the site's present phase of construction

3 A **Certificate of Permit Coverage** must be posted in a conspicuous place on the construction site. The Certificate of Permit Coverage (WDNR Publication # WT-813) is enclosed for your use.

4 When construction activities have ceased and the site has undergone final stabilization, a Notice of Termination (NOT) of coverage under the general permit must be submitted to the Department.


It is important that you read and understand the terms and conditions of the general permit because they have the force of law and apply to you. Your project may lose its permit coverage if you do not comply with its terms and conditions. The Department may also withdraw your project from coverage under the general permit and require that you obtain an individual WPDES permit instead, based on the Department's own motion, upon the filing of a written petition by any person, or upon your request.

If you believe that you have a right to challenge this decision to grant permit coverage, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with s. NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with s. NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review.

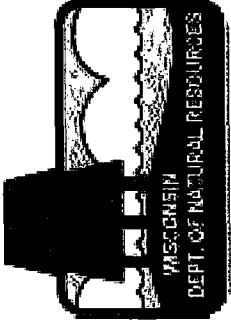
Thank you for your cooperation with the Construction Site Storm Water Discharge Permit Program. If you have any questions concerning the contents of this letter or the general permit, please contact Peter Wood, P.E. at (262) 822-8227.

Sincerely,



Peter Wood, P.E.
Southeast Region
Storm Water Program

ENCLOSURE Certificate of Permit Coverage



CERTIFICATE OF PERMIT COVERAGE

UNDER THE
WPDES CONSTRUCTION SITE STORM WATER RUNOFF PERMIT
Permit No. WI-S067831-06

Under s. NR 216.455(2), Wis. Adm. Code, landowners of construction sites with storm water discharges regulated by the Wisconsin Department of Natural Resources (WDNR) Storm Water Permit Program are required to post this certificate in a conspicuous place at the construction site. This certifies that the site has been granted WDNR storm water permit coverage. The landowner must implement and maintain erosion control practices to limit sediment-contaminated runoff to waters of the state in accordance with the permit.

EROSION CONTROL COMPLAINTS

should be reported to the WDNR Tip Line at
1-800-TIP-WDNR (1-800-847-9367)

Please provide the following information to the Tip Line:

WDNR Site No. (FIN): 93635

Site Name: Franklin SD - CERC

Address/Location: 8255 W Forest Hills Drive City of FRANKLIN

Additional Information:

Landowner: Franklin Public School District

Landowner's Contact Person: Andy Chromy

Contact Telephone Number: (414) 525-7605

Permit Start Date: May 15, 2024

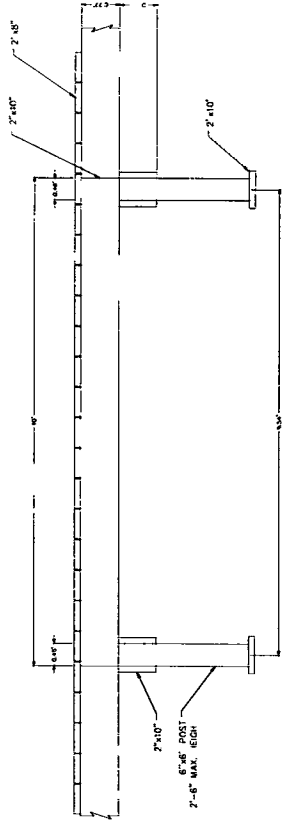
By: _____

A handwritten signature in black ink, appearing to read "Andy Chromy", written over a horizontal line.

NRSE EXHIBIT - LEGEND

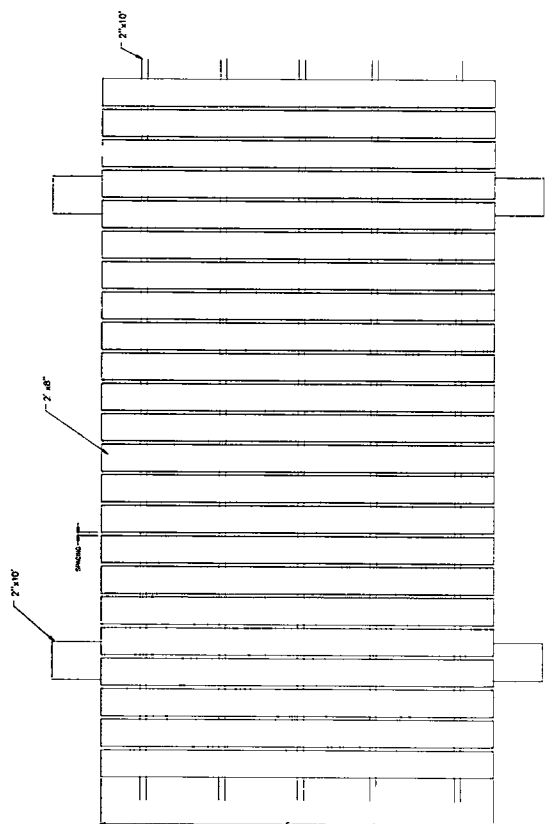
ASPHALT DRIVEWAY	RETARD STORMWATER IMPACT AREA	2000 SF
RETARD BOARDWALK	RETARD STORMWATER IMPACT AREA	100 SF
RETARD BOARDWALK	RETARD STORMWATER IMPACT AREA	500 SF
RETARD BOARDWALK	RETARD STORMWATER IMPACT AREA	1000 SF

NOTE: THE DND HAS REVIEWED THE PROPOSED IMPROVEMENTS AND HAS RETARD STORMWATER IMPACT AREAS (SEE BELOW) AND DETERMINED THAT STATE OF WISCONSIN RETARD ALL PLANTING IS NOT APPLICABLE TO THIS PROJECT.



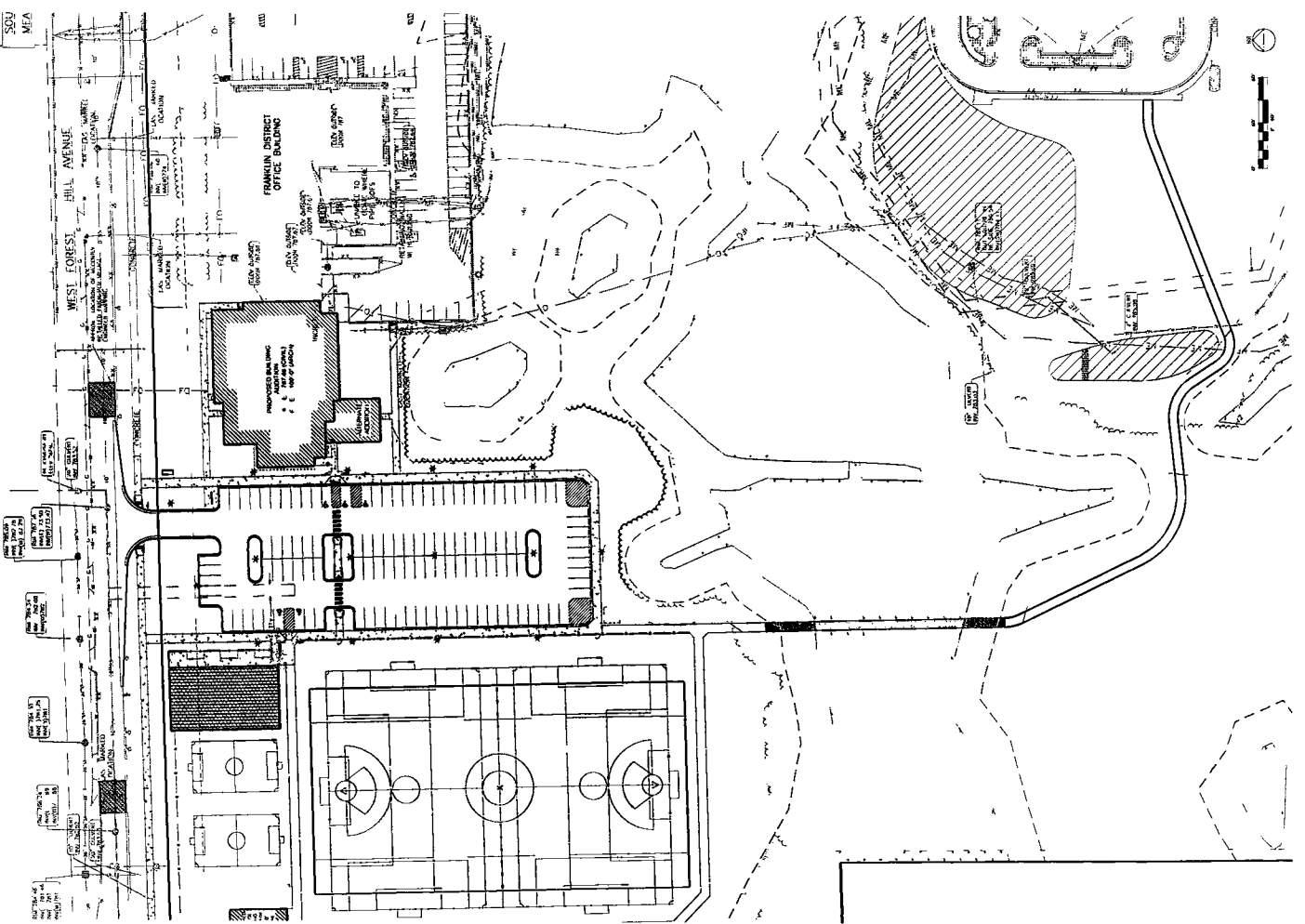
BOARDWALK SHALL BE CONSTRUCTED OUT OF STANDARD PRETREATED LUMBER AND MUST-FREE EXTERIOR USE WOOD SCREWS.

BOARDWALK - PROFILE VIEW



BOARDWALK SHALL BE CONSTRUCTED OUT OF STANDARD PRETREATED LUMBER AND MUST-FREE EXTERIOR USE WOOD SCREWS.

BOARDWALK - PLAN VIEW



Natural Resource Special Exception Question and Answer Form

Section 1: Per Section 15-9.0110, Applications for a Special Exception to stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback provisions, and for improvements or enhancements to a natural resource feature of this Ordinance shall include the following:

A. Name and address of the applicant and all abutting and opposite property owners of records.
(Please attach supplemental documents as necessary)

B. Plat of survey. Plat of survey prepared by a registered land surveyor showing all of the information required under §15-9.0102 of this Ordinance for a Zoning Compliance Permit.
(Please attach)

C. Questions to be answered by the applicant. Items on the application to be provided in writing by the applicant shall include the following:

1. Indication of the section(s) of the UDO for which a Special Exception is requested.
Section 15-4.001 Natural Resource Protection Standards

2. Statement regarding the Special Exception requested, giving distances and dimensions where appropriate.

The Special Exception is requested to allow for the construction of a wetland boardwalk and associated walking path. See attached Exemption Exhibit for locations and sizes of disturbance.

3. Statement of the reason(s) for the request.

Franklin Public Schools seeks NRSE approval for construction of a wetland boardwalk and walking paths. The main walking path will connect the proposed youth athletic fields to an existing parking lot, creating an additional access route for the facility, providing overflow parking for youth soccer events and creating a natural walking trail for community and student use, promoting engagement with local natural resources.

4. Statement of the reasons why the particular request is an appropriate case for a Special Exception, together with any proposed conditions or safeguards, and the reasons why the proposed Special Exception is in harmony with the general purpose and intent of the Ordinance. In addition, the statement shall address any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district, including a practicable alternative analysis as follows:

The proposed walking path and raised wood wetland boardwalk will allow for more community access and engagement with local wetlands and allow for improved access to the new Recreational Department facility and youth soccer fields. The existing wetland area separates the District Office/Soccer area from the Middle School. The proposed board walk has been reviewed by WI DNR and determined to not require wetland fill permitting due to the proposed puncheon design and limited disturbance.

a. Background and Purpose of the Project.

- i. Describe the project and its purpose in detail. Include any pertinent construction plans.

The proposed boardwalk/paths are part of a larger Community, Education, and Recreational Department development that will improve community access to activities such as youth sports, yoga, pilates, fitness classes, etc. The proposed wetland boardwalk will improve access to the site, provide a community walking trail, and serve as a space for natural resource engagement/education. See attached plans.

- ii. State whether the project is an expansion of an existing work or new construction.

The proposed wetland boardwalk and paths are new construction but will directly serve the proposed CERC building expansion and youth soccer fields, which is an expansion of the existing district office building.

- iii. State why the project must be located in or adjacent to the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback to achieve its purpose.

There is an existing wetland area adjacent to the proposed development which limits access to the site.

b. Possible Alternatives.

- i. State all of the possible ways the project may proceed without affecting the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback as proposed.

The overall CERC development could proceed without the proposed wetland boardwalk and walkin path. This would limit access to the site by the community, which would require more use of the adjacent West Forest Hill Ave.

- ii. State how the project may be redesigned for the site without affecting the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback.

The proposed boardwalk/pathway can be omitted without redesign.

- iii. State how the project may be made smaller while still meeting the project's needs.

The boardwalk/paths could be narrower (currently 8' wide), but not recommended as this would make the path feel very tight when people pass each other and could increase construction costs due to minimum paving width for standard paving machines.

iv. State what geographic areas were searched for alternative sites.
N/A, expansion to existing facility.

v. State whether there are other, non-stream, or other non-navigable water, non-shore buffer, non-wetland, non-wetland buffer, and/or non-wetland setback sites available for development in the area.
N/A, expansion to existing facility.

vi. State what will occur if the project does not proceed.
Increased traffic and parking on W Forest Hill Ave, especially during youth Soccer Events. New CERC facility becomes less accessible by walking/biking. Missed opportunity for youth and community engagement with local natural resources.

c. Comparison of Alternatives.

i. State the specific costs of each of the possible alternatives set forth under sub.2., above as compared to the original proposal and consider and document the cost of the resource loss to the community.
Financially, the District would save money by not building the proposed paths and wetland boardwalk. The proposed walking paths may slightly increase sediment discharge to the wetland. Boardwalk design allows for plants to grow beneath it.

ii. State any logistical reasons limiting any of the possible alternatives set forth under sub. 2., above.
Not providing this walking path will limit access to the site from the south. Decreasing walking and biking path access. This also results in more parents needing to access the site by parking in and around W. Forest Hill Ave. This has safety implications, i.e. more likely for youth to cross traffic.

iii. State any technological reasons limiting any of the possible alternatives set forth under sub. 2., above.
N/A

iv. State any other reasons limiting any of the possible alternatives set forth under sub. 2., above.

The proposed boardwalk / walking paths will establish a much shorter accessible route from the Middle School to the proposed development, improving ADA accessibility and access equity.

- d. Choice of Project Plan. State why the project should proceed instead of any of the possible alternatives listed under sub.2., above, which would avoid stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback impacts.

The proposed walking trail and boardwalk will actively promote engagement with natural resources among students and community members, while improving accessibility to the site from Forest Park Middle School, thereby delivering a significant benefit to the Franklin community.

- e. Stream or Other Navigable Water, Shore Buffer, Wetland, Wetland Buffer, and Wetland Setback Description. Describe in detail the stream or other navigable water shore buffer, wetland, wetland buffer, and/or wetland setback at the site which will be affected, including the topography, plants, wildlife, hydrology, soils and any other salient information pertaining to the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback.

Wetland 3 is 3.745-acres of wet meadow/shallow marsh, willow and buckthorn thickets located within a depression and continues beyond the study area to the west. The wetland boundaries were marked by a change in topography, vegetation, and soil indicators. The soils were probed until redox features dropped out and change in surficial soil colors. All three wetland parameters were met within this wetland.

- f. Stream or Other Navigable Water, Shore Buffer, Wetland, Wetland Buffer, and Wetland Setback Impacts. Describe in detail any impacts to the above functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback:

- i. Diversity of flora including State and/or Federal designated threatened and/or endangered species.

Additional hard surface area will slightly decrease green space and total amount of flora. No threatened or endangered flora species. The proposed project should have minimal impact on the wetlands's flora.

- ii. Storm and flood water storage.

No Impact. The proposed project involves no wetland fill, therefore there will be no change to the wetland's storm and flood water storage.

- iii. Hydrologic functions.

No Impact. The proposed project involves no wetland fill, therefore there will be no change to the wetland's hydrologic function.

iv. Water quality protection including filtration and storage of sediments, nutrients or toxic substances.

No Impact. The proposed project involves no wetland fill, therefore there will be no change to the wetland's ability to provide filtration and storage of sediments, nutrients, or toxic substances.

v. Shoreline protection against erosion.

N/A (no shoreline)

vi. Habitat for aquatic organisms.

The proposed project should have negligible habitat impact.

vii. Habitat for wildlife.

Negligible impact. Increased human activity may frighten large mammals. Increased hard surface will slightly decrease available green space.

viii. Human use functional value.

Substantial positive impact. The proposed project will provide educational and recreational opportunities that were not previously available.

ix. Groundwater recharge/discharge protection.

No Impact.

x. Aesthetic appeal, recreation, education, and science value.

Substantial positive impact. Proposed project will allow for students and community members to better view the wetland area, allowing for classes and community groups to use the wetland area as a learning opportunity, fostering community support for natural resources.

- x1. Specify any State or Federal designated threatened or endangered species or species of special concern.

Rusty Patch Bumble Bee (Federal: LE; State: SC)
Prairie Crayfish (Federal: N/A, State: SC/N)
Blandings Turtle (Federal: SC/P; State - SOC)

- xii. Existence within a Shoreland.

N/A

- xiii. Existence within a Primary or Secondary Environmental Corridor or within an Isolated Natural Area, as those areas are defined and currently mapped by the Southeastern Wisconsin Regional Planning Commission from time to time

N/A

- g. Water Quality Protection. Describe how the project protects the public interest in the waters of the State of Wisconsin.

Since the proposed project involves no wetland fill, the functional water quality / treatment value of the wetland will not be impacted by the proposed project.

- 5. Date of any previous application or request for a Special Exception and the disposition of that previous application or request (if any)

N/A

- D. Copies of all necessary governmental agency permits for the project or a written statement as to the status of any application for each such permit *(Please attach accordingly)*

Section 2: Staff recommends providing statements to the following findings that will be considered by the Common Council in determining whether to grant or deny a Special Exception to the stream, shore buffer, navigable water-related, wetland, wetland buffer and wetland setback regulations of this Ordinance and for improvements or enhancements to a natural resource feature, per Section 15-10.0208B.2. of the Unified Development Ordinance.

- a. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature):

Franklin Public Schools (FPS)'s ability to develop its property are substantially limited by the Natural Resource Protection Standards enacted within UDO 15-4.001 due to the substantial amount of wetlands, wetland buffer, and wetland setback located on its property.

- b. Compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:

- i. be unreasonably burdensome to the applicants and that there are no reasonable practicable alternatives:

_____ ; or

- ii. unreasonably and negatively impact upon the applicants' use of the property and that there are no reasonable practicable alternatives:

Compliance with the above mentioned requirements would prevent FPS from constructing an accessible route from the Middle School to the CERC facility, negatively impact neighbors by increasing traffic and parking on W. Forest Hill Ave, and be a missed opportunity to provide a nature trail for community and student use.

- c. The Special Exception, including any conditions imposed under this Section will:

- i. be consistent with the existing character of the neighborhood:

The proposed special exception will leave the vast majority of natural features untouched and allow for increased access and viewing of the remaining natural features, and will be a boon for the local neighborhood as it will give people another option for walks and bike rides in the area.

_____ ; and

- ii. not effectively undermine the ability to apply or enforce the requirement with respect to other properties:

The school is in a unique situation. FPS has a unique responsibility to provide recreational and educational services for both its students as well as the local community due to the Community, Education, and Recreation Department. No neighboring properties share this responsibility.

_____ ; and

- iii. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement:

Per the UDO, the intent of the code in regards to natural resources is to promote the wise use, conservation, protection, and proper development of the City's natural resources. This development will help inspire future generation to protect and restore ecosystems, serve as an outdoor classroom for learning, and provide an excellent outdoor recreation opportunity.

_____ ; and

- iv. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development (*this finding only applying to an application to improve or enhance a natural resource feature*)

N/A

d In making its determinations, the Common Council shall consider factors such as:

- 1. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks:

The wetland complex in question, together with extents of the property boundaries, substantially limits buildable space in the area.

- ii Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district:

The school district is uniquely responsible for providing educational and recreational opportunities for students and community members to the School District's Community Education & Recreation Department. The lot itself is uniquely limiting due to the location of the wetland complex relative to other improvements on the site.

- iii. Existing and future uses of property; useful life of improvements at issue; disability of an occupant:

The proposed walking paths will be ADA accessible, allowing students from the Middle School an accessible route to the new facility. The nature trail and board walk is intended to maintained in perpetuity, allowing access for the foreseeable future.

- iv. Aesthetics

The proposed walking paths and wetland boardwalk will improve community access and visibility of the property's unique natural resources.

- v. Degree of noncompliance with the requirement allowed by the Special Exception:

The proposed disturbance is very small (3688 sf) relative to overall natural resources found on the property (24.59 acres).

-
-
- vi. Proximity to and character of surrounding property:
The proposed walking paths and boardwalk should not be visible from neighboring properties due to the wooded nature of the area. these improvements will enhance surrounding properties by providing an additional recreational and educational opportunity.
-
- vii. Zoning of the area in which property is located and neighboring area:
This lot is zoned institutional and there are no other institutional properties in the immediate area. The School District has a unique responsibility to provide educational and recreational opportunities for students and the community due its management of the Community, Education, and Recreation Department.
-
- viii. Any negative affect upon adjoining property:
The proposed project should have no negative impacts to adjoining properties.
-
-
-
- ix. Natural features of the property:
The proposed development will enhance local visibility and appreciation for natural resources found within the District's property by providing a new recreational opportunity.
-
-
- x. Environmental impacts:
All of the existing wetland complex's functional values in terms of stormwater storage, groundwater recharge, water quality filtration, habitat, etc. will remain. Overall, this project should be a net benefit for the community.
-
-



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of November 7, 2024

Natural Resource Special Exception

RECOMMENDATION: Department of City Development Staff recommends approval of the Natural Resource Special Exception request for property located at 8225-8459 W. Forest Hill Avenue, subject to the conditions listed in the attached draft Standards, Findings and Decision form.

Project Name:	Franklin Public Schools Natural Resource Special Exception
Project Location:	8225, 8255, 8429 and 8459 W. Forest Hill Avenue (Tax Key No. 838 9978 001)
Property Owner:	Franklin Public Schools
Applicant:	Andrew Chromy, Franklin Public Schools
Agent:	Jesse Becker, Point of Beginning
Current Zoning:	I-1 Institutional District
2025 Comprehensive Plan:	Institutional and Areas of Natural Resource Features
Applicant’s Action Requested:	Recommendation to the Common Council for approval of the Natural Resource Special Exception Application
Planner:	Nick Fuchs, Planning Associate

Background:

On September 4, 2024, the applicant submitted an application requesting approval of a Natural Resource Special Exception to allow for the construction of a walking path and boardwalk through wetland, wetland buffer and wetland setback areas onsite.

There are disturbances to woodland areas; however, those disturbances are within the permitted disturbance limits of Part 4 of the Unified Development Ordinance.

At their April 4, 2024 meeting, the Plan Commission approved a Site Plan application for improvements at the subject property including a building addition, a storage building, parking lot, playground, soccer fields, and other site improvements.

As an alternative bid, the site plan included walking paths and a boardwalk through woodland and wetland areas onsite. As a condition of approval, these alternative bid options require Planning Department review and approval. As the path and boardwalk are proposed within protected natural resource features, a Natural Resource Special Exception Application is required as well.

The specific conditions of the site plan approval noted above, per Resolution No. 2024-002, are below.

- Detailed plans of any alternative bid options selected by the applicant, as shown on the plans City-stamped January 17, 2024, shall require final review and approval by the Planning Department.
- No improvements shall be located or constructed within protected natural resource features including but not limited to mature and young woodlands, wetlands, wetland buffers, and wetland setbacks without prior approval of a Natural Resource Special Exception.
- A revised Conservation Easement shall be reviewed and approved by the Common Council and recorded with the Milwaukee County Register of Deeds, prior to any land disturbing activities.

Pursuant to Section 15-10.0208 of the UDO, all requests for a Natural Resource Special Exception shall be provided to the Plan Commission for its review and recommendation.

Project Description:

A Natural Resource Protection Plan was completed by the applicant, and an overall NRPP map provided within the Plan Commission packets. The site contains mature and young woodlands, wetlands, and associated wetland buffers and setbacks.

Eleven wetlands were identified onsite, including seven within the area of the proposed improvements. Additional wetlands are shown on the map that were part of delineations completed in 2017. In 2017, the Franklin Public Schools recorded a Conservation Easement. As part of this project, the natural resources were delineated on the properties more recently acquired by the school as well as re-delineated within the current project area.

The attached exhibit illustrates disturbance of approximately 1,046 square feet of wetland, 528 square feet of wetland buffer, and 2,114 square feet of wetland setback for the construction of an asphalt path and boardwalk

A revised Conservation Easement shall be reviewed and approved by the Common Council and recorded with the Milwaukee County Register of Deeds, prior to any land disturbing activities. The Conservation Easement shall include language allowing for walking paths and boardwalks as depicted on the NRSE Exhibit dated October 10, 2024 shall be allowed.

The applicant has provided the attached Natural Resource Special Exception Application, Questionnaire, Project Description, and associated information for City review and consideration.

Recommendation:

Department of City Development Staff recommends approval of the Natural Resource Special Exception request for property located at 8225-8459 W. Forest Hill Avenue, subject to the conditions listed in the attached draft Standards, Findings and Decision form.

Per Section 15-10.0208 of the Unified Development Ordinance (UDO), the applicant shall have the burden of proof to present evidence sufficient to support a Natural Resource Special Exception (NRSE) request. The applicant has presented evidence for the request by answering the questions and addressing the statements that are part of the Natural Resource Special Exception (NRSE) application. The applicant's responses to the application's questions and statements are attached for review.

Exhibit D

Legal Description of the Property

Being a part of the Northeast 1/4 of the Southwest 1/4 and all of the Northwest 1/4 of the Southeast 1/4 of Section 16, Township 5 North, Range 21 East, City of Franklin, Wisconsin, described as follows:

Commencing at the West 1/4 corner of Section 16, Township 5 North Range 21 East;

Thence N 88°27'55"E along the North line of the Southwest 1/4 of said Section 16, 2324.22 feet to the point of beginning (POB) of the parcel to be described;

Thence continuing N 88°27'55"E along said North line, 330.00 feet to the Center 1/4 corner of said Section 16;

Thence N 88°41'25"E along the North line of the Southeast 1/4 of said Section 16, 1328.67 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 16;

Thence S 00°32'07"E along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 16, 1321.89 feet to the Southeast corner thereof;

Thence S 88°33'02"W along the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 16, 1328.90 feet to the Southwest corner thereof;

Thence S 88°29'03"W along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 16, 330.00 feet to the Southeast corner of Parcel 2 of Certified Survey Map No. 5979;

Thence N 00°31'39"W along the East line of said Parcel 2, 689.00 feet to the Southeast corner of Parcel 1 of said Certified Survey Map No. 5979;

Thence S 88°29'03"W along the South line of said Parcel 1, 330.00 feet to the Southwest corner thereof;

Thence N 00°31'38"W along the West line of said Parcel 1, 465.89 feet;

Thence N 88°27'55"E along the West line of said Parcel 1, 225.00 feet;

Thence N 00°31'39"W along the West line of said Parcel 1, 125.02 feet to the Northwest corner of said Parcel 1, said point also being the South right-of-way line of West Forest Hill Avenue;

Thence N 88°27'55"E along the North line of said Parcel 1 and said South right-of-way line, 105.00 feet to the Northeast corner of said Parcel 1;

Thence N 00°31'39"W, 45.01 feet to a point on the North line of the Southwest 1/4 of said Section 16;

Thence N 88°27'55"E along said North line, 330.00 feet to the point of beginning.

Containing: 2,362,553 Square Feet – 54.237 acres

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/21/2025
REPORTS & RECOMMENDATIONS	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AMENDMENT NO. 2 TO THE GENERAL MUNICIPAL ENGINEERING SERVICES AGREEMENT WITH GRAEF-USA INC.	ITEM NUMBER M.8

BACKGROUND

The City of Franklin entered into an agreement with Graef-USA Inc. on August 23, 2024, for general municipal engineering services. Amendment No. 1, approved on December 3, 2024, extended services under the original agreement to address ongoing needs and vacancies in the Engineering Department.

Amendment No. 2 enables continued support from Graef for plan reviews, construction oversight, drafting, and other engineering tasks. Services will be provided on a time-and-materials basis, funded through project budgets and unallocated salary funds from vacant positions in the Engineering Department, in accordance with the Master Services Agreement.

Key Factors Considered

- **Need for Continued Services:**

The Engineering Department remains understaffed, requiring external support to maintain operations and meet project deadlines.

- **Challenges in Recruitment:**

The labor market for engineers is highly competitive, with few candidates possessing the broad expertise required by the City. Hiring gaps would necessitate ongoing consulting support even with new staff.

- **Cost Efficiency:**

Consulting costs are estimated at \$312,000 annually (2,080 hours at \$150/hour).

Hiring in-house staff (City Engineer and Assistant City Engineer) would cost \$310,500–\$345,000 annually, including benefits.

Using consulting services and not backfilling an engineering technician position can result in annual savings of \$80,000- \$150,000.

- **Specialized Expertise:**

Graef provides expertise in water systems, roads, sewer, and other municipal infrastructure, ensuring compliance with complex regulations while minimizing additional outsourcing needs.

- **Operational Flexibility:**

Consulting agreements allow scalability based on workload, avoiding fixed costs associated with full-time staff and facilitating timely project delivery.

- **Enhanced Team Collaboration:**

The consulting arrangement has improved morale, fostered collaboration, and removed operational silos within the department, enhancing efficiency and stakeholder engagement.

- **Budget Considerations:**

This amendment is funded within the existing budget for engineering services, ensuring fiscal responsibility.

FISCAL NOTE

Services under Amendment No. 2 will be billed on a time-and-materials basis as outlined in the Master Services Agreement.

Funding will be drawn from specific project budgets and unallocated salary funds for vacant positions in the Engineering Department.

RECOMMENDATION

Authorize Amendment No. 2 to the General Municipal Engineering Services Agreement with Graef-USA Inc., reflecting the updated financial terms and continuing essential engineering services.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2025-____, A Resolution Authorizing Certain Officials to Execute Amendment No. 2 to the General Municipal Engineering Services Agreement with Graef-USA Inc.

RESOLUTION NO. 2025- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AMENDMENT NO. 2 TO THE GENERAL MUNICIPAL ENGINEERING SERVICES AGREEMENT WITH GRAEF-USA INC.

WHEREAS, the City of Franklin entered into a General Municipal Engineering Services Agreement with Graef-USA Inc. on August 23, 2024, to provide necessary engineering services due to vacancies in the City Engineering Department; and

WHEREAS, the City passed Amendment No. 1 to the agreement on December 3, 2024, which extended services under the terms of the original agreement; and

WHEREAS, the City continues to require the services of Graef-USA Inc. to meet its municipal engineering needs; and

WHEREAS, Graef-USA Inc. has proposed Amendment No. 2 to the agreement to continue these services under the financial terms outlined in the Master Services Agreement, which provides for funding of services on a time-and-materials basis derived from specific project budgets and unfilled positions within the City Engineering Department; and

WHEREAS, considering the City's ongoing needs, the Common Council has determined that approving Amendment No. 2 is in the City's best interest;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Amendment No. 2 to the General Municipal Engineering Services Agreement with Graef-USA Inc., in such form and content as annexed hereto, together with any changes thereto as approved by the Director of Administration and the City Attorney, be, and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin on this 21st day of January 2025 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 21st day of January 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk
AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/20/24
REPORTS & RECOMMENDATIONS	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AMENDMENT TO THE GENERAL MUNICIPAL ENGINEERING SERVICES AGREEMENT WITH GRAEF-USA, INC.	ITEM NUMBER 15 M.5.

BACKGROUND

The City of Franklin entered into an agreement with Graef-USA, Inc. on August 23, 2024, for general municipal engineering services with a not-to-exceed fee of \$50,000. Due to ongoing needs and vacancies within the City Engineering Department, additional support from Graef is required.

The proposed amendment continues these services, allowing Graef to assist with plan reviews, construction oversight, drafting, and other engineering needs. The amendment establishes an additional not-to-exceed fee of \$50,000, maintaining the terms and conditions of the original agreement.

Key Factors Considered

- **Need for Continued Services:**
The Engineering Department remains understaffed, necessitating external support to meet project deadlines and municipal needs.
- **Experienced Provider:**
Graef has demonstrated expertise and reliability in performing engineering services for the City.
- **Budget Considerations:**
This amendment is funded within the existing budget for engineering services, ensuring fiscal responsibility.

FISCAL NOTE

The total not-to-exceed fee for this amendment is \$50,000. Funds are available in the 2024 and 2025 budgets to cover these costs.

RECOMMENDATION

Authorize the amendment to the General Municipal Engineering Services Agreement with Graef-USA Inc. for an additional not-to-exceed fee of \$50,000.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2024-____, A Resolution Authorizing Certain Officials to Execute an Amendment to the General Municipal Engineering Services Agreement with Graef-USA Inc.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AMENDMENT TO THE GENERAL MUNICIPAL ENGINEERING SERVICES AGREEMENT WITH GRAEF-USA INC.

WHEREAS, the City of Franklin entered into a General Municipal Engineering Services Agreement with Graef-USA Inc. on August 23, 2024, to provide necessary engineering services due to vacancies in the City Engineering Department; and

WHEREAS, the City continues to require the services of Graef-USA Inc. to meet its municipal engineering needs; and

WHEREAS, Graef-USA Inc. has proposed an amendment to the agreement to continue these services for an additional not-to-exceed fee of \$50,000 under the terms and conditions of the original agreement; and

WHEREAS, the Common Council, having considered the city's ongoing needs, has determined that approving the amendment is in the city's best interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Amendment #1 to the General Municipal Engineering Services Agreement with Graef-USA Inc., in such form and content as annexed hereto, together with any changes thereto as approved by the Director of Administration and the City Attorney, be, and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin on this 3rd day of December 2024 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 3rd day of December 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



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November 15, 2024

Ms. Kelly Hersh
Director of Administration
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Subject: General Municipal Engineering Services
Professional Services Amendment

Dear Ms. Hersh:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this amendment for services to City of Franklin (Client). An executed copy of this amendment will become our Agreement.

This amendment is for professional services to continue general municipal engineering services. This amendment is subject to GRAEF's Terms and Conditions, which were attached to our original agreement dated August 23, 2024. The City of Franklin agrees to compensate GRAEF on a time and materials basis not-to-exceed fee of \$50,000.00.

To accept this amendment, please sign and date both enclosed copies and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project. Graef-USA Inc. looks forward to providing services to the City of Franklin.

Graef-USA Inc.

Accepted by:
City of Franklin

Michael N. Paulos, P.E.
Principal

(Signature)

(Name Printed)

(Title)

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(Date)

A G R E E M E N T

This AGREEMENT, is made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and GRAEF-USA, INC (hereinafter "CONSULTANT"), whose principal place of business is 275 W. Wisconsin Avenue, Suite 300, Milwaukee, WI 53203

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONSULTANT to provide General Municipal Engineering Services, as described in Attachment A.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CLIENT for General Municipal Engineering Services, as described in CONSULTANT's proposal to CLIENT dated August 23, 2024, annexed hereto and incorporated herein as Attachment A.
- B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONSULTANT may employ the services of outside consultants and subCONSULTANTS when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by CLIENT.
- C. CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent subCONSULTANTS to, CONSULTANT and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services further described in Attachment A, for a time and material contract with a not-to-exceed fee of \$50,000.00 , subject to the terms detailed below:

- A. CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONSULTANT's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$50,000.00. 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 CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONSULTANT in writing within thirty (30) days of receipt of invoice and related report and the CONSULTANT 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 CONSULTANT 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, CONSULTANT shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment will be made to compensate CONSULTANT or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONSULTANT for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Kelly Hersh will coordinate the work of the CONSULTANT, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of CLIENT, Michael N. Paulos, PE CONSULTANT'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 CONSULTANT. This AGREEMENT may be terminated by CONSULTANT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work 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, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

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

A. General/Commercial Liability (<i>Must have General/Commercial</i>)	\$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 (<i>Must have auto liability</i>)	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
C. CONSULTANT's Pollution Liability (<i>If applicable</i>)	\$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 CONSULTANT'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 (<i>Must have workers compensation</i>)	Statutory <i>CONSULTANT will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
F. Professional Liability (Errors & Omissions) (<i>If applicable</i>)	\$2,000,000 single limit

Upon the execution of this AGREEMENT, CONSULTANT shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days 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, CONSULTANT 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 CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and consultants in the performance of CONSULTANT'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

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

IX. DISPUTES

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

X. RECORDS RETENTION

CONSULTANT shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 6 years following its completion. Such records shall be made available by the CONSULTANT 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 CONSULTANT 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. CONSULTANT 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. CONSULTANT warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. 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 CONSULTANT.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONSULTANT 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

GRAEF-USA INC.

BY: _____

BY: Michael M. [Signature]

PRINT NAME: John R. Nelson

TITLE: Mayor

DATE: _____

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: _____

PRINT NAME: Michael N. Paulos, PE

TITLE: Principal

DATE: August 23, 2024



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

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August 23, 2024

ATTACHMENT A

Mayor John Nelson
City of Franklin
9229 W. Loomis Road
Franklin, Wisconsin 53132

SUBJECT: General Municipal Engineering Services Agreement

Dear Mayor Nelson:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the basis of the Agreement between Graef-USA Inc. (GRAEF) and City of Franklin (Client).

This proposal is for General Municipal Engineering Services (Project). Our proposal is subject to the attached standard terms and conditions.

It is our understanding that the nature of the Project is to perform municipal engineering services as directed by the Mayor and Director of Administration.

For this Project, GRAEF proposes to provide the following Basic Services as directed by the Mayor and Director of Administration:

- Provide general municipal engineering services.
- Provide surveying services.
- Provide office hours at City Hall.
- Provide plan review services.
- Provide construction observation services.
- Provide drafting services.
- Provide contract administrative services.
- Attend/participate in meetings.

GRAEF will endeavor to perform the Basic Services in accordance with a mutually agreed-upon schedule.

It is our understanding that you will provide the following services, items and/or information:

- City information such as as-constructed drawings, project manuals, design standards, and mapping.
- Direction and schedule for services requested.

You agree to compensate GRAEF for all basic services noted above on an hourly rate per the attached rate table on a Not-To-Exceed Basis of \$50,000 and direct expense basis. Hourly rates shall be adjusted annually. Direct expenses include mileage, printing, soil



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borings, and advertisement costs. Direct Expenses will be billed in accordance with our master contract and are in addition to the fee quoted above.

You agree to compensate GRAEF for any Additional Services on an hourly rate and direct expense basis.

To accept this proposal, please provide us with your standard authorization accepting the scope and fee of this proposal. Upon written authorization GRAEF will commence work on the Project.

We look forward to working with you on this important project. Please call us at 414-266-9086 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Accepted by:
City of Franklin

Michael N. Paulos, PE
Principal

(Signature) John R. Nelson

James A. Lisak, PE
Principal

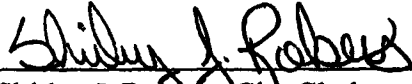
~~John Nelson~~

see above
Mayor

9-5-24
(Date)

CITY OF FRANKLIN

ATTEST:



Shirley J. Roberts, City Clerk

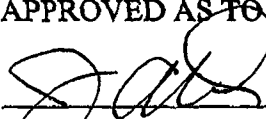
Dated: 9-5-24



Danielle Brown, Director of Finance and Treasurer

Dated: 9 5 24

APPROVED AS TO FORM:



Jesse A. Wesolowski, City Attorney

Dated: 9/6/24



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on August 23, 2024 (Agreement) by and between Graef-USA Inc (GRAEF) and City of Franklin (Client)

Standard of Care GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred, shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs, (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.



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PROFESSIONAL SERVICES 2024 FEE SCHEDULE (effective January 1, 2024)

CLASSIFICATION	RATE
Senior Group Manager (P9)	\$ 240.00
Group Manager (P8)	\$ 225.00
Senior Professional (P7)	\$ 220.00
Professional (P6)	\$ 215.00
Professional (P5)	\$ 180.00
Professional (P4)	\$ 150.00
Professional (P3)	\$ 135.00
Professional (P2)	\$ 125.00
Professional (P1)	\$ 110.00
TECHNICIAN/INSPECTOR	
Senior Technician/Inspector (T6)	\$ 145.00
Senior Technician/Inspector (T5)	\$ 130.00
Senior Technician/Inspector (T4)	\$ 120.00
Technician/Inspector (T3)	\$ 110.00
Technician/Inspector (T2)	\$ 95.00
Technician/Inspector (T1)	\$ 85.00
Survey Crew - 1 Person	\$ 140.00
Survey Crew - 2 Person	\$ 250.00
Administrative	\$ 85.00

Automobile travel will be billed at the current federal rate of 67.0 cents per mile.
 Survey vehicles will be billed at 75 cents per mile.
 LIDAR scanner will be billed at \$150/hour.
 Unmanned Aircraft System (UAS) will be billed at \$75/hour.
 Expenses such as travel and supplies will be billed at actual cost.
 Contracted services and consultants will be billed at actual cost.

A G R E E M E N T

This AGREEMENT, is made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and GRAEF-USA, INC (hereinafter "CONSULTANT"), whose principal place of business is 275 W. Wisconsin Avenue, Suite 300, Milwaukee, WI 53203

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONSULTANT to provide General Municipal Engineering Services, as described in **Attachment A**.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CLIENT for General Municipal Engineering Services, as described in CONSULTANT's proposal to CLIENT dated January 10, 2025, annexed hereto and incorporated herein as **Attachment A**.
- B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONSULTANT may employ the services of outside consultants and subCONSULTANTS when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by CLIENT.
- C. CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent subCONSULTANTS to, CONSULTANT and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to compensate CONSULTANT for Basic Services further described in Attachment A on a time and materials basis in accordance with the hourly rates and terms outlined in the applicable Fee Schedule. The funding for these services will be derived from specific project budgets and unfilled positions within the CLIENT's engineering department. CONSULTANT shall provide monthly invoices for all services performed, including a detailed report of hours worked, tasks completed, and expenses incurred during the billing period:

- A. CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONSULTANT's invoice within 30 days of invoice date for all approved work.
- B. CONSULTANT may submit monthly invoices, detailing hours and tasks performed. CLIENT shall pay invoices within 30 days of receipt for approved services.
- C. CONSULTANT shall not exceed authorized budgets for any project or task without prior written approval from CLIENT. Additional funding for tasks or changes will be subject to a mutually agreed written authorization process.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONSULTANT in writing within thirty (30) days of receipt of invoice and related report and the CONSULTANT 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 CONSULTANT 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, CONSULTANT shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment will be made to compensate CONSULTANT or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONSULTANT for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Kelly Hersh, Director of Administration, will coordinate the work of the CONSULTANT, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of CLIENT, Michael N. Paulos, PE CONSULTANT'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 CONSULTANT. This AGREEMENT may be terminated by CONSULTANT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work 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, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

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

A. General/Commercial Liability	\$1,000,000 per each occurrence for bodily injury, personal injury, and property damage \$2,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability	\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>

C. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability	\$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>
D. Worker's Compensation and Employers' Liability	Statutory <i>CONSULTANT will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
E. Professional Liability (Errors & Omissions)	\$5,000,000 single limit \$7,000,000 aggregate

Upon the execution of this AGREEMENT, CONSULTANT shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days 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, CONSULTANT 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 CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and consultants in the performance of CONSULTANT'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

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

IX. DISPUTES

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

X. RECORDS RETENTION

CONSULTANT shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 6 years following its completion. Such records shall be made available by the CONSULTANT 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 CONSULTANT 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. CONSULTANT 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. CONSULTANT warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. 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 CONSULTANT.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONSULTANT 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 GRAEF-USA INC

BY _____

PRINT NAME John R Nelson

TITLE Mayor

BY  _____

PRINT NAME. James A. Lisak, PE

TITLE Principal

DATE _____

DATE. January 10, 2025

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 _____



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

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January 10, 2025

ATTACHMENT A

Mayor John Nelson
City of Franklin
9229 W. Loomis Road
Franklin, Wisconsin 53132

SUBJECT: General Municipal Engineering Services Agreement

Dear Mayor Nelson:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the basis of the Agreement between Graef-USA Inc. (GRAEF) and City of Franklin (Client).

This proposal is for General Municipal Engineering Services (Project). Our proposal is subject to the attached standard terms and conditions.

It is our understanding that the nature of the Project is to perform municipal engineering services as directed by the Mayor and Director of Administration.

For this Project, GRAEF proposes to provide the following Basic Services as directed by the Mayor and Director of Administration:

- Provide general municipal engineering services.
- Provide City Engineer and Assistant City Engineer services.
- Provide surveying services.
- Provide office hours at City Hall.
- Provide plan review services.
- Provide construction observation services.
- Provide drafting services.
- Provide contract administrative services.
- Attend/participate in meetings.

GRAEF will endeavor to perform the Basic Services in accordance with a mutually agreed-upon schedule.

It is our understanding that you will provide the following services, items and/or information:

- City information such as as-constructed drawings, project manuals, design standards, and mapping.
- Direction and schedule for services requested.

You agree to compensate GRAEF for all basic services noted above on an hourly rate per the attached rate table and direct expense basis. Hourly rates shall be adjusted annually.



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Direct expenses include mileage, printing, soil borings, and advertisement costs. Direct Expenses will be billed in accordance with our master contract and are in addition to the fee quoted above.

You agree to compensate GRAEF for any Additional Services on an hourly rate and direct expense basis.

To accept this proposal, please provide us with your standard authorization accepting the scope and fee of this proposal. Upon written authorization GRAEF will commence work on the Project.

We look forward to working with you on this important project. Please call us at 414-266-9086 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Accepted by:
City of Franklin

Michael N. Paulos, PE
Principal

(Signature)

James A. Lisak, PE
Principal

John R. Nelson

Mayor

(Date)



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on January 10, 2025 (Agreement) by and between Graef-USA Inc (GRAEF) and City of Franklin (Client)

Standard of Care GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied

Client Responsibilities Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred, shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement GRAEF will notify Client in advance of GRAEF's intention to render Additional Services Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party

Invoicing & Payment GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, provided that the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly In addition, simple interest shall accrue at the lower of 1 5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice Payments made shall be allocated as follows (1) first to unpaid collection costs, (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice

Latent Conditions Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions Such services by GRAEF or its subconsultant(s) shall constitute Additional Services



Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.



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PROFESSIONAL SERVICES 2025 FEE SCHEDULE (effective January 1, 2025)

CLASSIFICATION	RATE
Senior Group Manager (P9)	\$ 240.00
Group Manager (P8)	\$ 225.00
Senior Professional (P7)	\$ 220.00
Professional (P6)	\$ 215.00
Professional (P5)	\$ 180.00
Professional (P4)	\$ 150.00
Professional (P3)	\$ 135.00
Professional (P2)	\$ 125.00
Professional (P1)	\$ 110.00
TECHNICIAN/INSPECTOR	
Senior Technician/Inspector (T6)	\$ 145.00
Senior Technician/Inspector (T5)	\$ 130.00
Senior Technician/Inspector (T4)	\$ 120.00
Technician/Inspector (T3)	\$ 110.00
Technician/Inspector (T2)	\$ 95.00
Technician/Inspector (T1)	\$ 85.00
Survey Crew - 1 Person	\$ 140.00
Survey Crew - 2 Person	\$ 250.00
Administrative	\$ 85.00

Automobile travel will be billed at the current federal rate of 70.0 cents per mile.
Survey vehicles will be billed at 75 cents per mile.
LIDAR scanner will be billed at \$150/hour.
Unmanned Aircraft System (UAS) will be billed at \$75/hour.
Expenses such as travel and supplies will be billed at actual cost.
Contracted services and consultants will be billed at actual cost.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/2/2024

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
Risk Strategies Madison
1103 Hunter Dr Ste 100
Mount Pleasant, WI 53406

CONTACT NAME: Jeanne Hilger
PHONE (A/C, No, Ext): (414) 270-2203 **FAX (A/C, No):** (877) 254-8586
E-MAIL ADDRESS: jhilger@risk-strategies.com

INSURED
Graef-USA Inc.
275 West Wisconsin Ave., Suite 300
Milwaukee, WI 53203

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Valley Forge Insurance Company	20508
INSURER C : Continental Insurance Company	35289
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	6057508580	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							EBL AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	X	X	6057508594	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB	X	X	6057508630	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6057508627	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE
							OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			AEH254072949	6/1/2024	6/1/2025	Each Claim \$ 5,000,000
A	Professional Liab			AEH254072949	6/1/2024	6/1/2025	Aggregate \$ 7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2024-0950.00, 2025-0950.00 and all subnumbers for both - Franklin General Municipal Engineering

City of Franklin is additional insured with respect to the General Liability and Automobile Liability on a primary and non-contributory basis. A waiver of subrogation applies to the General Liability, Automobile Liability and Workers Compensation. Umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

City of Franklin
attn Kelly Hersh, City Administrator
9229 W. Loomis Road
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

Common Council Report: Consulting Engineering Services

Overview

This report evaluates the benefits of continuing the consulting agreement with Graef USA, Inc. and Mike Paulos over hiring a full-time City Engineer and Assistant City Engineer. With existing support staff, including three engineering technicians and two administrative assistants, and the decision not to backfill a technician position, consulting provides cost-effective project delivery while ensuring access to specialized expertise. Additionally, this approach has positively impacted staff morale and inter-departmental collaboration.

This report supports Amendment No. 2 to the General Municipal Engineering Services Agreement, ensuring continued consulting support for the City's engineering needs.

Key Benefits

1. Cost Savings

- **Consulting Costs:**
 - Approximately \$312,000 annually (2,080 hours at \$150/hour).
- **In-House Costs:**
 - **City Engineer:** \$130,000/year salary plus 35%-50% benefits (\$45,500–\$65,000), totaling \$175,500–\$195,000 annually.
 - **Assistant Engineer:** \$100,000/year salary plus 35%-50% benefits (\$35,000–\$50,000), totaling \$135,000–\$150,000 annually.
 - **Combined Cost for Two Engineers:** \$310,500–\$345,000 annually.
 - **Technician Position Savings:** ~ \$80,000–\$120,000 in salary and benefits, as this position will not be backfilled at this time.
- **Net Savings:**
 - By utilizing consulting services and not backfilling the technician position, the city saves approximately **\$80,000–\$150,000 annually**.

2. Access to Specialized Expertise

- The labor market for engineers remains highly competitive, and finding candidates with the broad expertise required by the City has proven challenging. Consulting ensures immediate access to specialized skills without delays in recruitment or gaps in expertise.

3. Flexibility and Scalability

- **Adaptability:** Consulting agreements adjust workload-based services, avoiding fixed costs associated with full-time positions.
- **Efficient Resource Use:** Projects can scale up or down without recruitment delays or ongoing training costs.

4. Efficiency in Project Delivery

- **Reduced Lead Time:** Consultants can begin work immediately, unlike the lengthy recruitment and onboarding process for full-time staff.
- **Timely Completion:** Consultants operate under defined contracts with milestone-driven accountability, leading to more efficient project delivery.

5. Positive Cultural Impact

- **Improved Morale:**
 - The new consulting relationship has significantly boosted morale across the team. Staff feel supported by the expertise and collaborative approach consultants bring.
 - A focus on teamwork has removed siloed operations, fostering a more cohesive and cooperative work environment.
- **Stakeholder Engagement:**
 - All stakeholders are actively involved and kept informed throughout the project lifecycle. This transparency ensures alignment with municipal goals and builds trust across departments.
- **Priceless Quality:**
 - Collaborative efforts between consultants and staff have improved operational efficiency and decision-making, which is invaluable for maintaining staff satisfaction and delivering high-quality results.

6. Historical Precedent

- The former City Engineer outsourced significant portions of work despite their full-time role, demonstrating the continued need for consulting expertise.

Challenges and Mitigation

1. Cost Management

- **Risk:** Potential for cost overruns with hourly billing.
- **Mitigation:** Implement caps on hours, detailed scopes of work, and regular financial reviews.

2. Over-Reliance

- **Risk:** Loss of internal capacity and institutional knowledge.
- **Mitigation:** Focus on knowledge transfer and staff development through training and documentation.

3. Public Perception

- **Risk:** Concerns over outsourcing municipal functions.
- **Mitigation:** Highlight cost efficiency, expertise, and successful project outcomes.

Operational Advantages

1. Support for Existing Staff

- Consulting complements the city's engineering technicians and administrative assistants, providing technical leadership while allowing support staff to focus on execution.

2. Risk Mitigation

- Consulting firms carry professional liability insurance, reducing municipal exposure.
- Performance-based contracts incentivize high standards and accountability.

3. Improved Resource Allocation

- Internal staff handles day-to-day operations, while consultants focus on specialized, high-impact projects.

Conclusion

The continued consulting agreement with Graef USA and Mike Paulos, as outlined in Amendment No. 2, offers significant financial and operational benefits compared to hiring additional in-house staff. This model ensures cost savings, adaptability, and access to specialized expertise, fosters a collaborative culture, enhances morale, and meaningfully engages stakeholders. These intangible benefits are invaluable for the municipality's long-term success.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/21/2025
REPORTS AND RECOMMENDATIONS	A Resolution to Issue Change Order No. 1 for the Water Tower Transmission Main Contract C Project to Increase the Contract Price by \$11,193.80 to Vinton Construction Co.	ITEM NUMBER M. 9.

BACKGROUND

The Water Tower Transmission Main Contract C Project was awarded to Vinton Construction Co. on June 18th, 2024 in the amount of \$663,460.50.

The change order is due to the additional water main fittings needed extend water main to a property. The signed change order request is attached.

STAFF RECOMMENDATION

Approve Change Order No. 1 due to additional water main fittings needed.

FISCAL NOTE

This project is being sourced with the remaining ARPA funds of roughly \$2 million, therefore, no additional funding is required.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2025-_____, a Resolution to issue Change Order No. 1 for the Water Tower Transmission Main Contract C Project to Increase the Contract Price by \$11,193.80 to Vinton Construction Co.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - _____

A RESOLUTION TO ISSUE CONTRACT CHANGE ORDER NO. 1
FOR THE WATER TOWER TRANSMISSION MAIN CONTRACT C PROJECT TO
INCREASE THE CONTRACT PRICE BY \$11,193.80 TO VINTON
CONSTRUCTION CO.

WHEREAS, on June 18, 2024, Common Council awarded the Water Tower Transmission Main Project Contract C and contract to Vinton Construction Co., in the amount of \$663,460.50; and

WHEREAS, a modification of original contract prices resulting in an increase cost of \$11,193.80; and

WHEREAS, the Change Order modifies the contract due to additional water main fittings being required; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Change Order No. 1 for the Water Tower Transmission Main Project Contract C be issued to Vinton Construction Co. to increase the contract price in the amount of \$11,193.80.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute Change Order No. 1 on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2025, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

_____ AYES _____ NOES _____ ABSENT _____

APPROVAL	COMMITTEE OF THE WHOLE DISCUSSION	MTG. DATE June 18, 2024
REPORTS & RECOMMENDATIONS	A Resolution to Award the Construction of a Watermain Project Along S. Lovers Lane From W. St. Martins Road to 8120 S. Lovers Lane- Contract-C Water Transmission Main to Vinton Construction Company in the Amount of \$663,460.50	ITEM NO. Ald. Dist. 2 15.9.

BACKGROUND

On March 4, 2024, Common Council directed Staff to proceed with the design, permitting and solicitation of bids of for a watermain project along S. Lovers Lane from W. St. Martins Road to 8120 S. Lovers Lane for construction in 2024 pursuant to the American Rescue Plan Act (ARPA) deadlines.

ANALYSIS

The project was designed by Applied Technologies, Inc. and five bids were received on May 15, 2024.

\$633,460.50	Vinton Construction Company
\$777,552.00	Dorner Inc
\$879,300.00	PTS Contractors, Inc
\$1,010,538.00	UPI Construction LLC
\$1,029,475.00	AW Oaks and Son, Inc

Applied Technologies has reviewed the submitted bid materials and checked references and is recommending that the City award this unit price project to Vinton Construction Company in the amount of \$663,460.50.

The Board of Water Commissioners is expected to discuss this at their June 18, 2024 meeting and a recommendation will be presented to the Common Council at the meeting on the same night.

OPTIONS

Award the construction project to Vinton Construction Company or other direction to Staff.

FISCAL NOTE

The remaining ARPA funds of roughly \$2 million needs to be encumbered by December 31, 2024 and spent by December 31, 2026. If not, any remaining funds will have to be paid back to the US Treasury. Future budget amendments may be needed based on the outcome of spending.

Staff is evaluating the cost for assessments based on this project and sharing the ARPA funds on the northern section. A full financial analysis is forthcoming at a future meeting.

RECOMMENDATION

Adopt Resolution 2024-_____ a resolution to award the construction of a watermain project along S. Lovers Lane from W. St. Martins Road to 8120 S. Lovers Lane- Contract-C Water Transmission Main to Vinton Construction Company in the amount of \$663,460.50.

Engineering - GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- _____

A RESOLUTION TO AWARD THE CONSTRUCTION OF A WATERMAIN PROJECT ALONG S. LOVERS LANE FROM W. ST. MARTINS ROAD TO 8120 S. LOVERS LANE- CONTRACT-C WATER TRANSMISSION MAIN TO VINTON CONSTRUCTION COMPANY IN THE AMOUNT OF \$663,460.50

WHEREAS, the City of Franklin advertised and solicited bids for the Water Transmission Main (Contract C) along S. Lovers Lane; and

WHEREAS, five bids were received on May 15, 2024, and Vinton Construction Company was the lowest responsive and responsible bidder; and

WHEREAS, Vinton Construction Company is a responsible and qualified public works contractor; and

WHEREAS, the City is utilizing American Rescue Plan Act (ARPA) to help finance the project.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the construction of a watermain project along S. Lovers Lane from W. St. Martins Road to 8120 S. Lovers Lane- Contract-C Water Transmission Main to Vinton Construction Company in the amount of \$663,460.50.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Vinton Construction Company on behalf of the City.

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 J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



Applied Technologies, Inc
16815 West Wisconsin Avenue
Brookfield, Wisconsin 53005
Fax 262-784-6847
Telephone 262 784 7690
www.atl-ae.com

May 21, 2024

Board of Water Commissioners
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132



Subject: Evaluation of Bids and Recommendation for Award
Contract C-Water Transmission Main

Dear Board Members:

We have completed our evaluation of the bids opened on May 15, 2024, for the Contract C-Water Transmission Main project. As detailed on the attached Tabulation of Bids, the five bids received ranged from \$663,460.50 to \$1,029,475.

The low bid was submitted by Vinton Construction Company from Two Rivers, Wisconsin.


We recommend that the contract for the Water Transmission Main project be awarded to Vinton Construction Company, in the amount of \$663,460.50 based on further action by the Common Council


We feel that the low bid represents a fair price for the work to be performed.

Following award of the Contract from the Common Council, we will send a Notice of Award to the contractor along with copies of the Contract Documents for execution. The Contractor will return the Contract Documents to the City for execution, after which we will issue a Notice to Proceed and schedule a preconstruction conference.

Please review the attached information and contact our office with any questions or comments at (262) 784-7690. Thank you for your consideration.

Sincerely,
Applied Technologies, Inc.


James J. Smith, P.E.
President


William A. Hein, P.E., P.L.S
Project Manager

Attachments

cc: Glen Morrow, P.E.-Water Utility Manager
Mike Roberts-Water/Sewer Superintendent

CHANGE ORDER NO.: ONE

Owner: City of Franklin
 Engineer: Applied Technologies, Inc.
 Contractor: Vinton Construction Company
 Project: Water Transmission Main
 Contract Name Contract C
 Date Issued: July 1, 2024

Owner's Project No.:
 Engineer's Project No.: AT1 PN 6434
 Contractor's Project No.:

Effective Date of Change Order: Upon execution by all

The Contract is modified as follows upon execution of this Change Order. Description:

Addition of 16" X 8" anchor tee, 8" valve and valve box and additional 16" Butterfly valve

Attachments:

Copies of emails from contractor and to City

Change In Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 663,460 50	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No 1 to No. [Number of previous Change Order] \$ 0	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order \$ 663,460 50	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] this Change Order: \$ 11,193.80	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 674,654 30	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: William A. Hein

Title: Project Manager

Date: October 14, 2024

Authorized by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor

Michael J. Meyer
 President

10/14/2024

Approved by Funding Agency (if applicable)

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/21/2025
REPORTS AND RECOMMENDATIONS	A Resolution to Issue Change Order No. 2 for the Water Tower Transmission Main Contract C Project to Increase the Contract Price by \$10,271.79 and the Contract Timeframe by 175 days to Vinton Construction Co.	ITEM NUMBER M.10.

BACKGROUND

The Water Tower Transmission Main Contract C Project was awarded to Vinton Construction Co. on June 18th, 2024 in the amount of \$663,460.50. Construction was anticipated to begin in late October 2024 and is now set to begin in 2025. Due to the change in construction timeframe, the contract is requesting a change order of modified unit bid prices. This change results in an increase of \$10,271.79 to the original contract price, resulting in a final contract price of \$684,926.09.

The change to the construction timeframe is due to incorrect materials being approved, by the City's contracted consultant, that do not meet City specifications. Therefore, the contractor will be ordering new materials that meet City specifications and substantial completion is now June 6, 2025. The increase to unit prices is attached, along with the signed change order request for the increase in contract price and timeframe.

STAFF RECOMMENDATION

Approve Change Order No. 2 due to extended construction timeframe and updated unit prices.

FISCAL NOTE

This project is being sourced with the remaining ARPA funds of roughly \$2 million, therefore, no additional funding is required.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2025-_____, a Resolution to issue Change Order No. 2 for the Water Tower Transmission Main Contract C Project to Increase the Contract Price by \$10,271.79 and the Contract Timeframe by 175 days to Vinton Construction Co.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - _____

A RESOLUTION TO ISSUE CONTRACT CHANGE ORDER NO. 2
FOR THE WATER TOWER TRANSMISSION MAIN CONTRACT C PROJECT TO
INCREASE THE CONTRACT PRICE BY \$10,271.79 AND THE CONTRACT
TIMEFRAME BY 175 DAYS TO VINTON CONSTRUCTION CO.

WHEREAS, on June 18, 2024, Common Council awarded the Water Tower Transmission Main Project Contract C and contract to Vinton Construction Co., in the amount of \$663,460.50; and

WHEREAS, a modification of original contract prices resulting in an increase cost of \$10,271.79, and

WHEREAS, a modification of original contract timeframe resulting in an increase timeframe of 175 days; and

WHEREAS, the Change Order modifies the contract due to incorrect materials being approved by a City consultant that do not meet City specifications and standards; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Change Order No. 2 for the Water Tower Transmission Main Project Contract C be issued to Vinton Construction Co. to increase the contract price in the amount of \$10,271.79 and increase the contract time frame in the amount of 175 days.

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 _____, 2025, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

_____ AYES _____ NOES _____ ABSENT _____

APPROVAL	COMMITTEE OF THE WHOLE DISCUSSION	MTG. DATE June 18, 2024
REPORTS & RECOMMENDATIONS	A Resolution to Award the Construction of a Watermain Project Along S. Lovers Lane From W. St. Martins Road to 8120 S. Lovers Lane- Contract-C Water Transmission Main to Vinton Construction Company in the Amount of \$663,460.50	ITEM NO. Ald Dist. 2 A.9.

BACKGROUND

On March 4, 2024, Common Council directed Staff to proceed with the design, permitting and solicitation of bids of for a watermain project along S. Lovers Lane from W. St. Martins Road to 8120 S. Lovers Lane for construction in 2024 pursuant to the American Rescue Plan Act (ARPA) deadlines.

ANALYSIS

The project was designed by Applied Technologies, Inc. and five bids were received on May 15, 2024.

\$633,460.50	Vinton Construction Company
\$777,552.00	Dorner Inc
\$879,300.00	PTS Contractors, Inc
\$1,010,538.00	UPI Construction LLC
\$1,029,475.00	AW Oaks and Son, Inc

Applied Technologies has reviewed the submitted bid materials and checked references and is recommending that the City award this unit price project to Vinton Construction Company in the amount of \$663,460.50.

The Board of Water Commissioners is expected to discuss this at their June 18, 2024 meeting and a recommendation will be presented to the Common Council at the meeting on the same night.

OPTIONS

Award the construction project to Vinton Construction Company or other direction to Staff.

FISCAL NOTE

The remaining ARPA funds of roughly \$2 million needs to be encumbered by December 31, 2024 and spent by December 31, 2026. If not, any remaining funds will have to be paid back to the US Treasury. Future budget amendments may be needed based on the outcome of spending.

Staff is evaluating the cost for assessments based on this project and sharing the ARPA funds on the northern section. A full financial analysis is forthcoming at a future meeting.

RECOMMENDATION

Adopt Resolution 2024-_____ a resolution to award the construction of a watermain project along S. Lovers Lane from W. St. Martins Road to 8120 S. Lovers Lane- Contract-C Water Transmission Main to Vinton Construction Company in the amount of \$663,460.50.

Engineering - GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- _____

A RESOLUTION TO AWARD THE CONSTRUCTION OF A WATERMAIN PROJECT ALONG S. LOVERS LANE FROM W. ST. MARTINS ROAD TO 8120 S. LOVERS LANE- CONTRACT-C WATER TRANSMISSION MAIN TO VINTON CONSTRUCTION COMPANY IN THE AMOUNT OF \$663,460.50

WHEREAS, the City of Franklin advertised and solicited bids for the Water Transmission Main (Contract C) along S. Lovers Lane; and

WHEREAS, five bids were received on May 15, 2024, and Vinton Construction Company was the lowest responsive and responsible bidder; and

WHEREAS, Vinton Construction Company is a responsible and qualified public works contractor; and

WHEREAS, the City is utilizing American Rescue Plan Act (ARPA) to help finance the project.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the construction of a watermain project along S. Lovers Lane from W. St. Martins Road to 8120 S. Lovers Lane- Contract-C Water Transmission Main to Vinton Construction Company in the amount of \$663,460.50.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Vinton Construction Company on behalf of the City.

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 J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

May 21, 2024

Board of Water Commissioners
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132



Subject: Evaluation of Bids and Recommendation for Award
Contract C-Water Transmission Main

Dear Board Members:

We have completed our evaluation of the bids opened on May 15, 2024, for the Contract C-Water Transmission Main project. As detailed on the attached Tabulation of Bids, the five bids received ranged from \$663,460.50 to \$1,029,475.

The low bid was submitted by Vinton Construction Company from Two Rivers, Wisconsin.

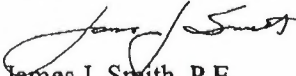
We recommend that the contract for the Water Transmission Main project be awarded to Vinton Construction Company, in the amount of \$663,460.50 based on further action by the Common Council

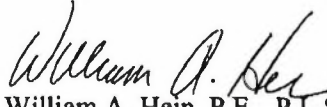
We feel that the low bid represents a fair price for the work to be performed.

Following award of the Contract from the Common Council, we will send a Notice of Award to the contractor along with copies of the Contract Documents for execution. The Contractor will return the Contract Documents to the City for execution, after which we will issue a Notice to Proceed and schedule a preconstruction conference.

Please review the attached information and contact our office with any questions or comments at (262) 784-7690. Thank you for your consideration.

Sincerely,
Applied Technologies, Inc.


James J. Smith, P.E.
President


William A. Hein, P.E., P.L.S
Project Manager

Attachments

cc: Glen Morrow, P.E.-Water Utility Manager
Mike Roberts-Water/Sewer Superintendent

CHANGE ORDER NO.: TWO

Owner: Engineer: City of Franklin
 Contractor: Vinton Const. Co.
 Project: Water Transmission Main
 Contract Name: Contract C
 Date Issued: December 18, 2024

Owner's Project No.: Engineer's
 Project No.: ATI PN 6434
 Contractor's Project No.:

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Modifications to subcontractor unit prices bid as a result of 2025 construction

Attachments: **Attached plans and modified bid prices**

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price \$ 663,460.50	Original Contract Times: Substantial Completion: _____ Ready for final payment: Dec. 13, 2024
[Increase] from previously approved Change Orders No. 1 to No. 1: \$ 11,193.80	[Increase] [Decrease] from previously approved Change Orders No.1 to No. 1: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order \$ 674,654.30	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: December 13, 2024
[Increase] this Change Order. \$ 10,271.79	[Increase] this Change Order: Substantial Completion: _____ Ready for final payment: 175 days
Contract Price incorporating this Change Order \$ 684,926.09	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: June 6, 2025

Recommended by Engineer (if required)

Accepted by Contractor

By: William A. Hein

Title: Project Manager

Date: 12-17-2024

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

BIDDING SCHEDULE

UNIT PRICES BID:

The Bidder agrees to accept the following Unit Prices for the items listed. Quantities are not guaranteed. Final payment will be based on actual quantities. The Bidder must fill out the Base Bid and the Alternate Bid for the Bid to be considered Responsive.

Adjustment

Section 1 Base Bid – (STA 11+00 to STA 30+00)						
Item No.	Item Description	Unit	Estimated Quantity	Unit Price (Figures)	Extended Amount (Figures)	
1	Furnish and Install Silt Fence	LF	1,665	\$2.50	\$4,162.50	+\$624.38
2	Clearing and Grubbing	LS	1	\$9,392.00	\$9,392.00	+\$469.60
3	Connect to existing water main	EA	2	\$37,000.00	\$74,000.00	
4	16-inch Ductile Iron Pipe, Class 52, water main	LF	1,300	\$235.00	\$305,500.00	
5	16-inch fPVC HDD water main	LF	0	\$345.00	0	
6	16-inch butterfly valves	EA	6	\$5,045.00	\$30,270.00	
7	Hydrant assemblies including anchor tee, lead, and valve	EA	4	\$8,270.00	\$33,080.00	
8	Topsoil, seed and erosion mat	SY	3,500	\$7.50	\$26,250.00	+\$3,937.50
9	Ditch Checks	EA	11	\$175.00	\$1,925.00	+\$288.75
10	Gravel Driveway replacement	SY	700	\$7.50	\$5,250.00	
11	HMA Driveway Replacement	SY	2,600	\$0.01	\$26.00	+\$1.56
12	Testing and Inspecting Allowance	LS	1	\$10,000	\$10,000	
13	16-inch x 8-inch anchor tee, location TBD	EA	1	\$2,475.00	\$2,475.00	
TOTAL					\$502,330.50	

Section 2 Base Bid – (STA 11+00 to STA 17+00 pipe installation per plan)						
Item No.	Item Description	Unit	Estimated Quantity	Unit Price (Figures)	Extended Amount (Figures)	
2-4	16-inch Ductile Iron Pipe, Class 52, water main	LF	350	\$235.00	\$82,250.00	+\$1,500.00
2-5	16-inch fPVC HDD water main	LF	200	\$345.00	\$69,000.00	+\$3,450.00
2-7	Hydrant assemblies including anchor tee, lead, and valve	EA	1	\$9,880.00	\$9,880.00	
TOTAL					\$161,130.00	

TOTAL BASE BID – Which shall consist of both Section 1 and Section 2.

Six hundred sixty three thousand four hundred sixty dollars and fifty cents

(Amount in Words)

(\$663,460.50)

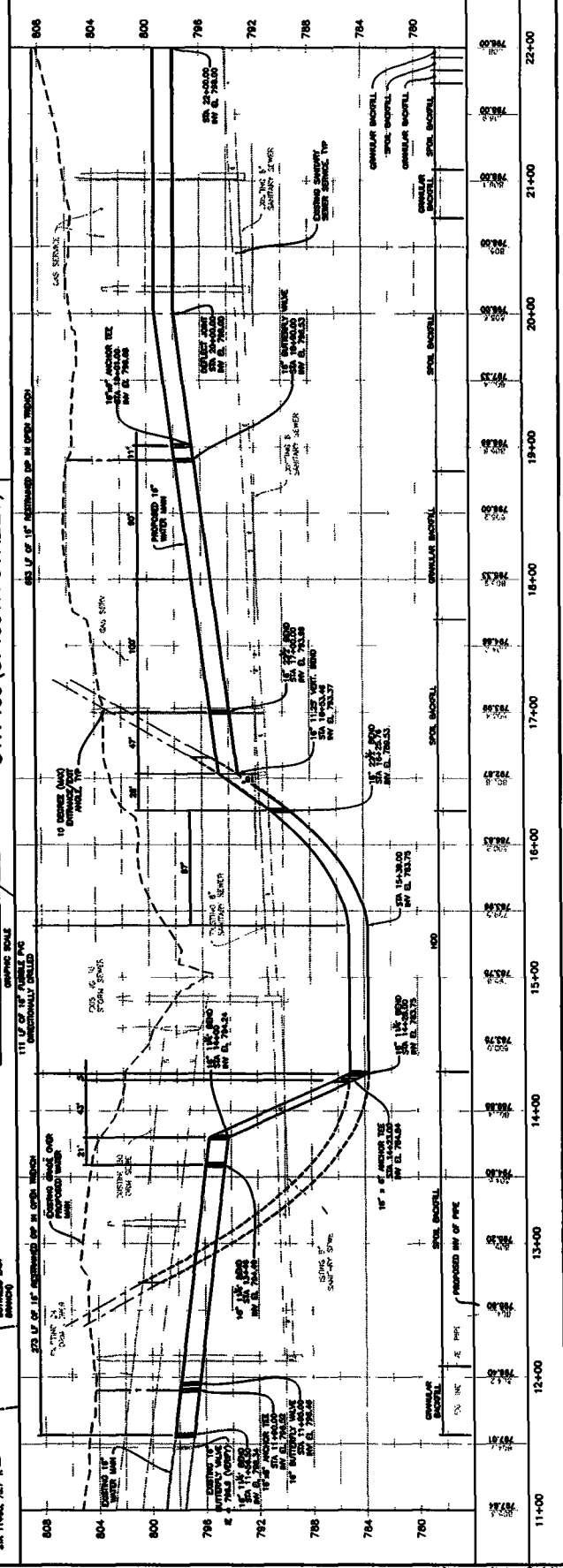
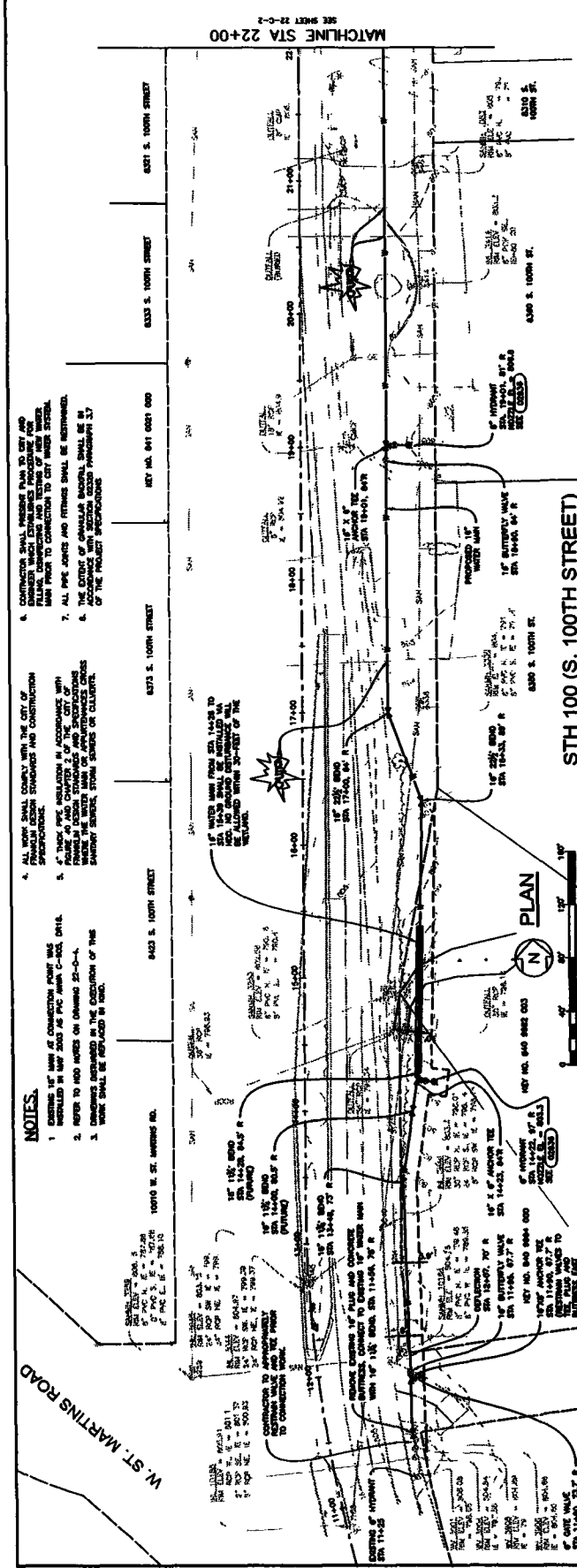
+\$10,271.79

(Figures)

00410-A2-1

NO.	DATE	REVISIONS AND RECORD OF ISSUE
1	12-2-24	ISSUED FOR CONSTRUCTION
BY	APVD	R.L.C. WAK W.A.K.

CITY OF FRANKLIN WATER TRANSMISSION MAIN CONTRACT C FRANKLIN, WISCONSIN LOVER'S LANE ROAD PLAN AND PROFILE	VERIFY SCALES OF THIS DRAWING BEFORE PROCEEDING PLAT SCALE: AS SHOWN HORIZONTAL SCALE: 1" = 40' VERTICAL SCALE: 1" = 10' DESIGNED BY: W.A.K. DRAWN BY: J.C.E. CHECKED BY: R.L.C. APPROVED BY: W.A.K. PROJECT NO. 6434
DATE	APRIL 2024
DRAWING NO.	22-C-1



NOTES:

1. EXISTING 18\"/>

NO.	DATE	REVISIONS AND RECORD OF ISSUE
12-8-24	9-17-24	REVISED FOR CONSTRUCTION
BY	APVD	Engineers-Architects
W.A.H.	W.A.H.	
W.A.H.	W.A.H.	

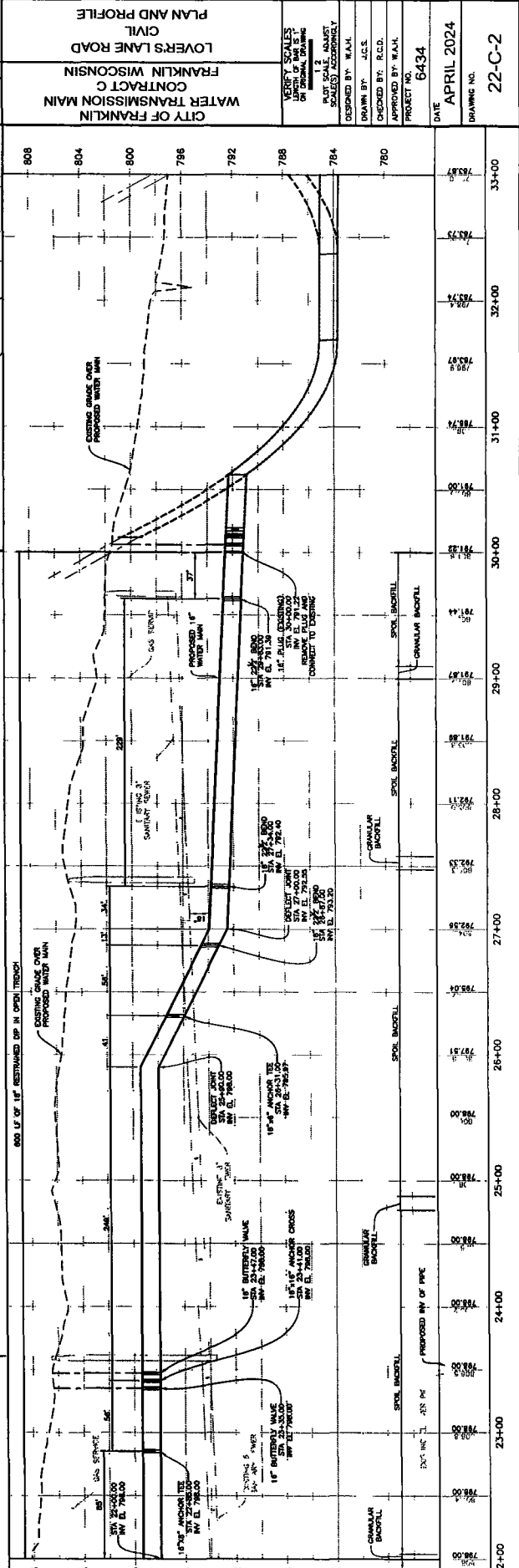
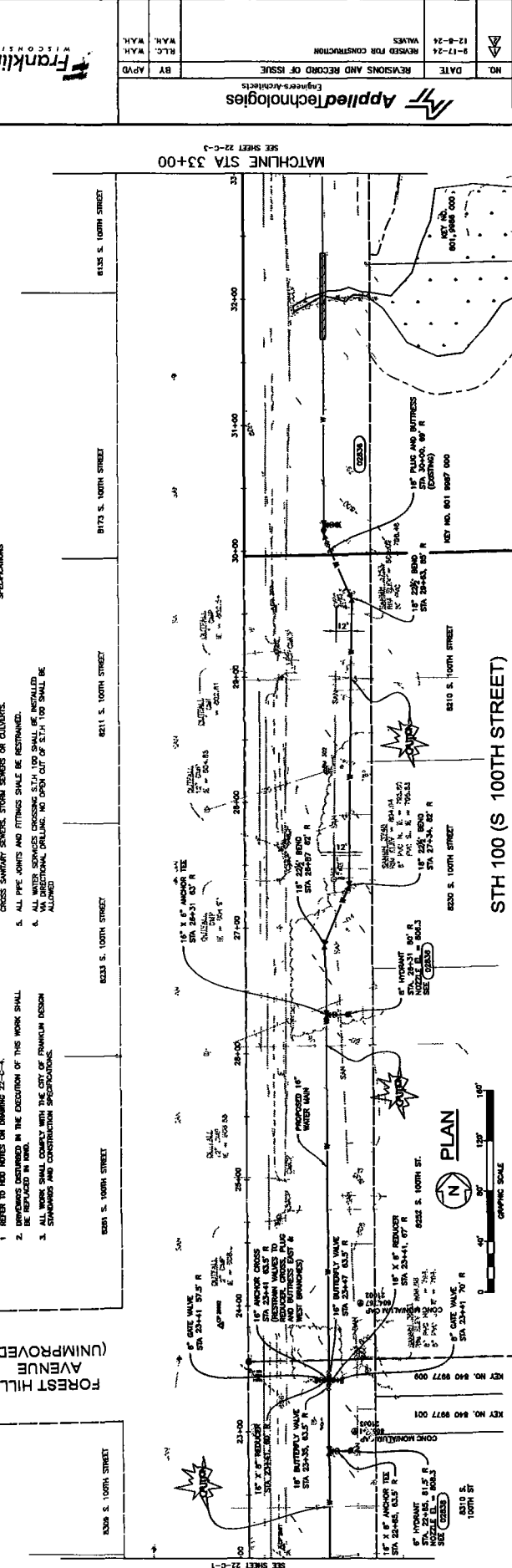
CITY OF FRANKLIN WATER TRANSMISSION MAIN CONTRACT C	LOVERS LANE ROAD FRANKLIN WISCONSIN PLAN AND PROFILE
VERIFY SCALES OF THIS DRAWING BY VISUAL MEANS 1:2 1:12 1:24	PLOT SCALE ADJUST SHEETED SEPARATELY
DESIGNED BY: W.A.H.	CHECKED BY: J.C.E.
APPROVED BY: W.A.H.	PROJECT NO. 6434
DATE APRIL 2024	DRAWING NO. 22-C-2

7 THE EXTENT OF GRANULAR BACKFILL SHALL BE IN ACCORDANCE WITH SECTION 22-2-4.2 OF THE CITY OF FRANKLIN DESIGN STANDARDS AND SPECIFICATIONS.

4. 15' MIN. VERT. CURVE SHALL BE IN ACCORDANCE WITH SECTION 22-2-4.2 OF THE CITY OF FRANKLIN DESIGN STANDARDS AND SPECIFICATIONS. THE WATER MAIN OR APPURTENANCES SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 22-2-4.2 OF THE CITY OF FRANKLIN DESIGN STANDARDS AND SPECIFICATIONS.

1. REFER TO H&M NOTES ON DRAWING 22-2-4.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FRANKLIN DESIGN STANDARDS AND SPECIFICATIONS.
3. ALL WORK SHALL COMPLY WITH THE CITY OF FRANKLIN DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS.

1. REFER TO H&M NOTES ON DRAWING 22-2-4.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FRANKLIN DESIGN STANDARDS AND SPECIFICATIONS.
3. ALL WORK SHALL COMPLY WITH THE CITY OF FRANKLIN DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS.



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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
Reports & Recommendations	<p align="center">A Resolution authorizing certain officials to accept the 30-foot-wide Sanitary Sewer Easement and the 50-foot-wide Temporary Construction Easement from Shiv Shakti Venture, LLC at 7800 & 8050 West Ryan Road Tax Key No. 885-9999-010 & 885-9999-008</p>	<p>1/21/2025</p> <p>ITEM NO. Ald. Dist. 1</p> <p align="right"><i>D.H.</i></p>

BACKGROUND

The City of Franklin is constructing a sanitary sewer main along the south properties of Shiv Shakti Venture, LLC. However, to perform this work a 30-foot-wide sanitary easement and a 50-foot-wide-temporary construction easement are necessary.

ANALYSIS

The requested 50-foot-wide temporary construction easement will only be used for construction. Its term will expire upon the completion of this project, including the future sewer extension going west.

OPTIONS

Approve or deny.

FISCAL NOTE

No cost.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2025-_____, a resolution authorizing certain officials to accept the sanitary easement and the temporary construction easement from Shiv Shakti Venture, LLC at 7800 & 8050 West Ryan Road.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO ACCEPT THE 30-FOOT-WIDE SANITARY SEWER EASEMENT AND THE 50-FOOT-
WIDE TEMPORARY CONSTRUCTION EASEMENT ALONG THE SOUTH PROPERTIES
OF SHIV SHAKTI VENTURE, LLC AT 7800 & 8050 W. RYAN ROAD
TKN 885-9999-010 AND TKN 885-9999-008

WHEREAS, the construction of the sanitary sewer main, a 30-foot-wide sanitary sewer easement, and a 50-foot-wide temporary construction easement are necessary to perform this work.

WHEREAS, the requested 50-foot-wide temporary construction easement will only be used for construction. Its term will expire upon the completion of this project, including the future sewer extension going west.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such easement and therefore the Mayor and City Clerk are hereby authorized and directed to execute these easements accepting it on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easements with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2025, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2025.

APPROVED:

John R Nelson, Mayor

ATTEST:

Shirley J Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

RMA

SANITARY SEWER EASEMENT

SHIV SHAKTI VENTURE, LLC

8050 West Ryan Road
Tax Key: 885 9999 008

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin (including successors and assigns of the City as may become applicable), hereinafter referred to as "City," and Shiv Shakti Venture, LLC, as owner (including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property particularly described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent, non-exclusive easement to allow the City the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following sanitary sewer facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across the Easement Area (as defined below): underground sanitary sewer pipes and associated manholes, together with the right of entry in and across the Easement Area as may be reasonably necessary to carry out the City's rights under this Easement (collectively, the "Sanitary Easement").

NOW, THEREFORE, in consideration of the grant of the Sanitary Easement, the initial installation of the Facilities by the Grantor, maintenance of the Facilities by the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor and City, the receipt whereof is hereby acknowledged, the parties agree to the terms and conditions herein, and said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City the Sanitary Easement in, upon, and across, as applicable, that part of the Southwest 1/4 of the Southeast 1/4 of said Section 21, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described and depicted on Exhibit B attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).
2. That in and during access, building, construction, operation, maintenance, reconstruction, enlargement, relocation, inspection, or repair work in connection with the City's exercise of its rights hereunder, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability (including reasonable attorneys' fees) resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said access, building, construction, operation, maintenance, reconstruction, enlargement, relocation,

inspection, or repair work; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing and landscaping may be constructed or placed with the Easement Area.
4. That, in connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area resulting from such construction. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against the Property or Lot 2 of Certified Survey Map Number 5887, Reel 3133, Image 1009-1011, Document No. 6836560 recorded in the office of the Milwaukee County Register of Deeds on October 5, 1993, for the cost of building, construction, operation, maintenance, repair, enlargement, reconstruction, relocation and inspection of said Facilities in the Property. Subject to any other agreements by and between Grantor and the City, whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the Sanitary Easement is located.
6. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. After initial construction of the Facilities, that the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

10. Either party hereto may enforce this Easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This Easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this Easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

IN WITNESS WHEREOF, the Grantor and City have each hereunto set its hands and seals.

ON THIS DATE OF: 15th of January, 2025

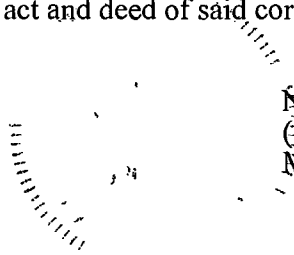
GRANTOR: SHIV SHAKTI VENTURE, LLC

By: [Signature]
Name: Vijay A Patel
Title: owner

STATE OF Wisconsin
COUNTY OF Milwaukee SS

Before me personally appeared on the 15th day of January, 2025 the above named Vijay A. Patel, Owner of Shiv Shakti Venture, LLC.
(Name printed) (Title)

to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation



Notary Public: [Signature: Donna K. Pulles]
(Donna K. Pulles)
My commission expires 7-28-26

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this ___ day of _____, 20__ before me personally appeared John R Nelson and Shirley J. Roberts who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to Resolution File No. _____ adopted by its Common Council on _____, 20__

Notary Public: _____
(_____)
My commission expires _____

EXHIBIT A

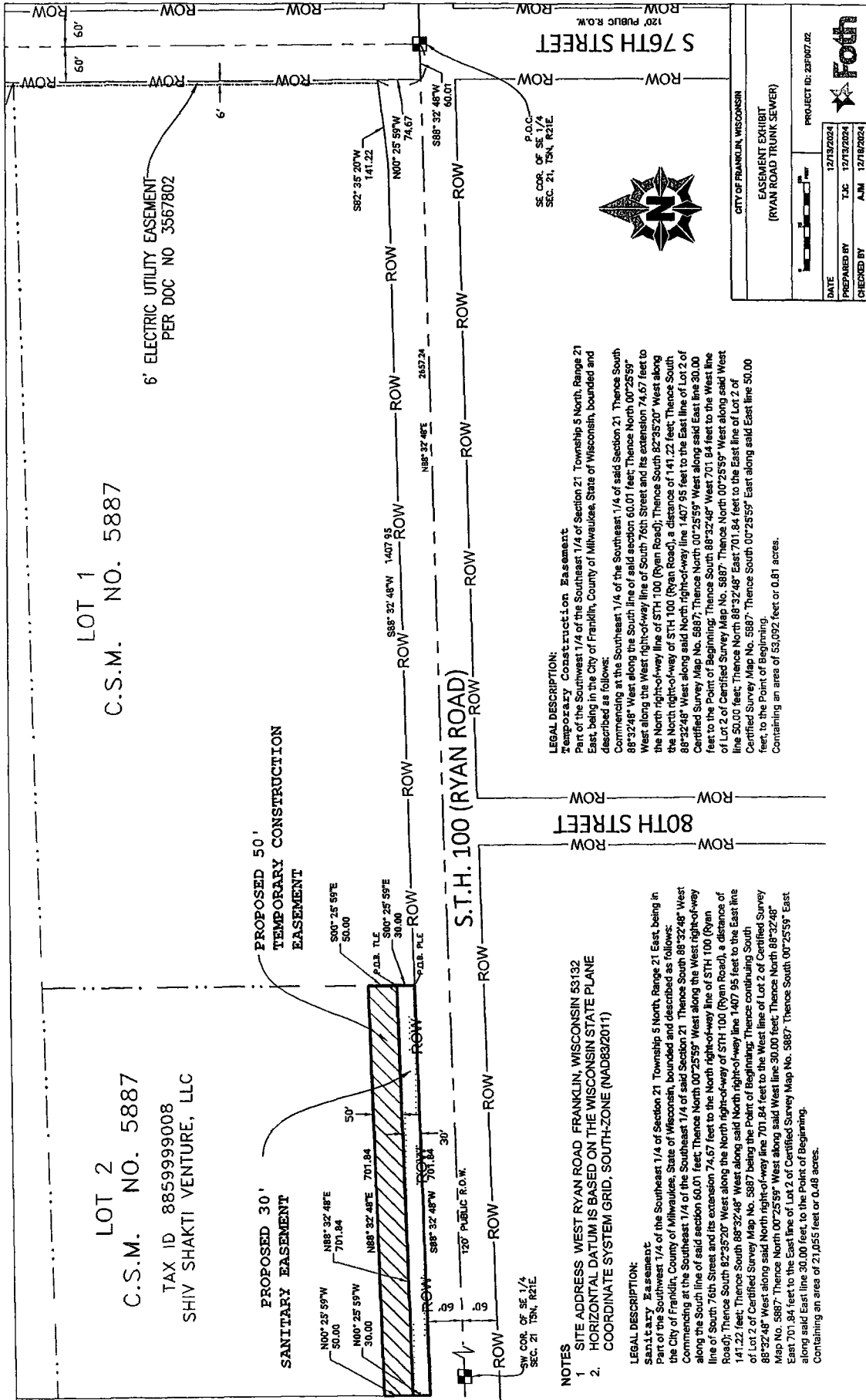
Description of Property

Tax key No. 885-9999-008

Lot 2 of Certified Survey Map Number 5887, Reel 3133, Image 1009-1011, Document No. 6836560 recorded in the office of the Milwaukee County Register of Deeds on October 5, 1993, being a part of the NE 1/4, SE 1/4, SW 1/4, and NW 1/4 of the SE 1/4 of Section 21, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

EXHIBIT B

Depiction of the Temporary Construction Easement



LEGAL DESCRIPTION:

Temporary Construction Easement
Part of the Southwest 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 21 East, being in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:
Commencing at the Southeast 1/4 of said Section 21, Thence North 00°25'59" 88°32'48" West along the South line of said section 60.01 feet; Thence North 00°25'59" 88°32'48" West along the South line of said section 60.01 feet; Thence North 00°25'59" West along the West right-of-way line of South 76th Street and its extension 74.67 feet to the North right-of-way line of STH 100 (Ryan Road); Thence South 82°35'20" West along the North right-of-way line of STH 100 (Ryan Road), a distance of 141.22 feet; Thence South 88°32'48" West along said North right-of-way line 1,407.95 feet to the East line of Lot 2 of Certified Survey Map No. 5887; Thence North 00°25'59" West along said East line 30.00 feet to the Point of Beginning; Thence South 88°32'48" West 701.84 feet to the West line of Lot 2 of Certified Survey Map No. 5887; Thence North 00°25'59" West along said East line 50.00 feet; Thence North 88°32'48" East 701.84 feet to the East line of Lot 2 of Certified Survey Map No. 5887; Thence South 00°25'59" East along said East line 50.00 feet, to the Point of Beginning.
Containing an area of 53,092 feet or 0.81 acres.

NOTES

1. SITE ADDRESS WEST RYAN ROAD FRANKLIN, WISCONSIN 53132
 2. HORIZONTAL DATUM IS BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH-ZONE (NAD83/2011)
- LEGAL DESCRIPTION:**
Sanitary Easement
Part of the Southwest 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 21 East, being in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:
Commencing at the Southeast 1/4 of the Southeast 1/4 of said Section 21, Thence South 88°32'48" West along the South line of said section 60.01 feet; Thence North 00°25'59" West along the West right-of-way line of South 76th Street and its extension 74.67 feet to the North right-of-way line of STH 100 (Ryan Road); Thence South 82°35'20" West along the North right-of-way line of STH 100 (Ryan Road), a distance of 141.22 feet; Thence South 88°32'48" West along said North right-of-way line 1,407.95 feet to the East line of Lot 2 of Certified Survey Map No. 5887; Thence North 00°25'59" West along said East line 30.00 feet to the Point of Beginning; Thence continuing South of Lot 2 of Certified Survey Map No. 5887 along said West line 701.84 feet to the West line of Lot 2 of Certified Survey Map No. 5887; Thence North 00°25'59" West along said West line 30.00 feet; Thence North 88°32'48" East 701.84 feet to the East line of Lot 2 of Certified Survey Map No. 5887; Thence South 00°25'59" East along said East line 30.00 feet, to the Point of Beginning.
Containing an area of 21,055 feet or 0.48 acres.

EXHIBIT C

Description of the Easement

Sanitary Easement:

Part of the Southwest 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 21 East, being in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southeast 1/4 of the Southeast 1/4 of said Section 21; Thence South 88°32'48" West along the South line of said section 60.01 feet; Thence North 00°25'59" West along the West right-of-way line of South 76th Street and its extension 74.67 feet to the North right-of-way line of STH 100 (Ryan Road), Thence South 82°35'20" West along the North right-of-way of STH 100 (Ryan Road), a distance of 141.22 feet; Thence South 88°32'48" West along said North right-of-way line 1407.95 feet to the East line of Lot 2 of Certified Survey Map No. 5887 being the Point of Beginning; Thence continuing South 88°32'48" West along said North right-of-way line 701.84 feet to the West line of Lot 2 of Certified Survey Map No. 5887; Thence North 00°25'59" West along said West line 30.00 feet; Thence North 88°32'48" East 701.84 feet to the East line of Lot 2 of Certified Survey Map No. 5887; Thence South 00°25'59" East along said East line 30.00 feet, to the Point of Beginning.
Containing an area of 21,055 feet or 0.48 acres.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and SHIV SHAKTI VENTURE, LLC., as Owners located at 8050 South Ryan Road (including successors and assigns of above Owners as may be or may become applicable), hereinafter called "Grantor", (if more than one Grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such as Grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property particularly described on Exhibit "A" which is attached hereto and incorporated herein (the property); and

WHEREAS, City of Franklin desires the right to perform temporary construction per the approved plan as shown on the attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the grant of the temporary construction easement hereinafter described, the construction within the described easement, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City of Franklin a temporary construction easement, more particularly described on Exhibit "C" attached hereto (the "Construction Easement area").

1. That said easement used only for CONSTRUCTION purposes.
2. That the length of term of this easement shall expire upon the completion of the construction.
3. That no structures shall be placed within the limits of this easement.
4. That City of Franklin shall be responsible for landscaping within the easement area. Landscaping shall consist of establishing and maintaining a residential quality grass cover through the term of this easement.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this

ON THIS DATE OF January 15th, 2025

Shiv Shakti Venture, LLC
Company Name

By Vijay A. Patel

By [Signature]

STATE OF WISCONSIN)
SS
COUNTY OF MILWAUKEE)

Before me personally appeared on the 15th day of January, A D 2025, the above named Vijay A. Patel
President or Name printed

Secretary or Name printed

to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation

[Signature]
NOTARY PUBLIC
My commission expires 7-28-26
CITY OF FRANKLIN

By _____
John R Nelson, Mayor

By _____
Shirley J Roberts, City Clerk

STATE OF WISCONSIN)
SS
COUNTY OF MILWAUKEE)

On this _____ day of _____, 20____, before me personally appeared John R Nelson and Shirley J Roberts, who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No _____ adopted by its Common Council on _____, 20____

Notary Public, Milwaukee County, Wisconsin
My commission expires _____

Exhibit A

Description of the Property

Lot 2 of Certified Survey Map Number 5887, Reel 3133, Image 1009-1011, Document No. 6836560 recorded in the office of the Milwaukee County Register of Deeds on October 5, 1993, being a part of the NE 1/4, SE 1/4, SW 1/4, and NW 1/4 of the SE 1/4 of Section 21, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

EXHIBIT B

Depiction of the Temporary Construction Easement

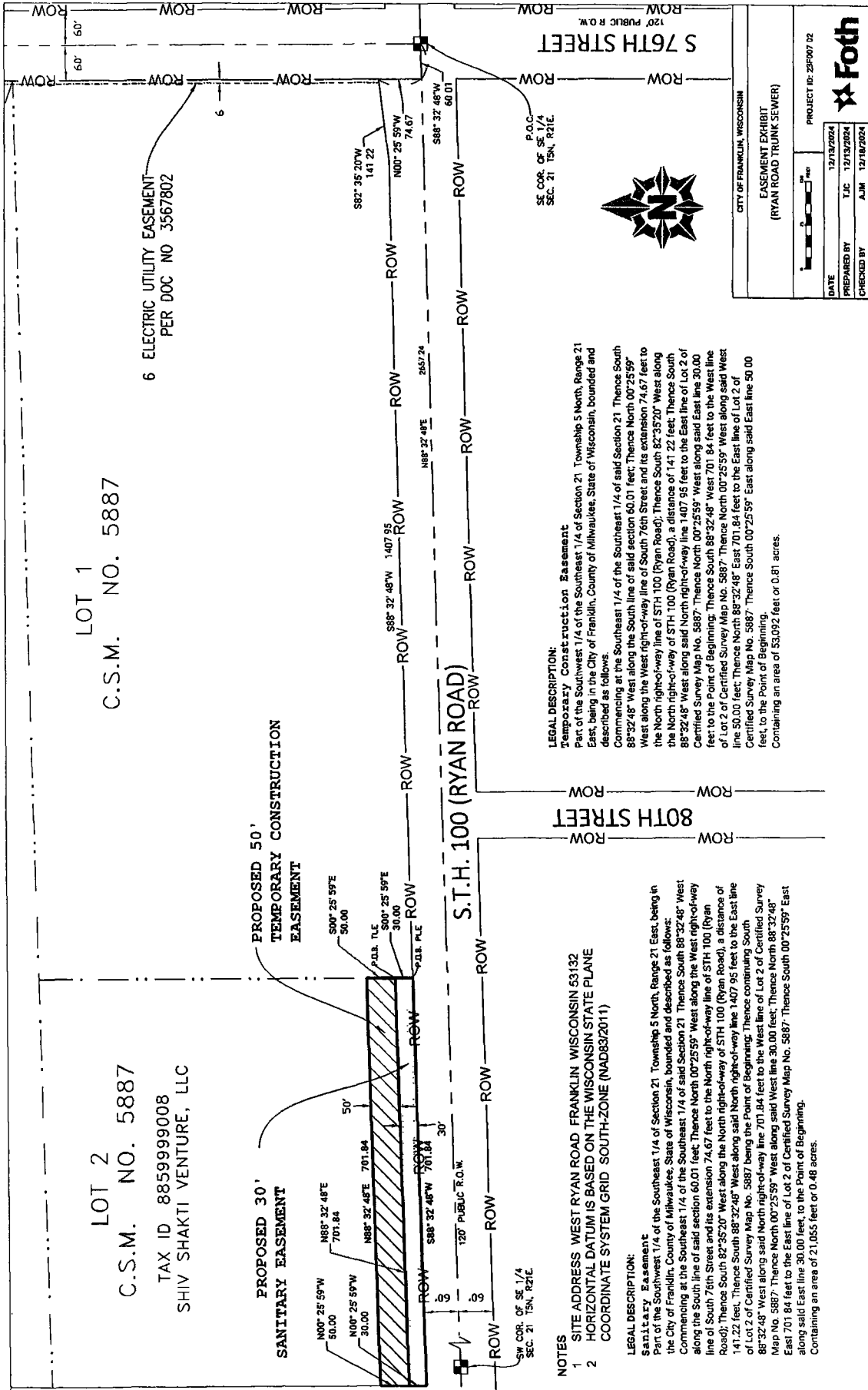


Exhibit C

Description of the Temporary Construction Easement

Temporary Construction Easement:

Part of the Southwest 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 21 East, being in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southeast 1/4 of the Southeast 1/4 of said Section 21; Thence South 88°32'48" West along the South line of said section 60.01 feet; Thence North 00°25'59" West along the West right-of-way line of South 76th Street and its extension 74.67 feet to the North right-of-way line of STH 100 (Ryan Road); Thence South 82°35'20" West along the North right-of-way of STH 100 (Ryan Road), a distance of 141.22 feet; Thence South 88°32'48" West along said North right-of-way line 1407.95 feet to the East line of Lot 2 of Certified Survey Map No. 5887; Thence North 00°25'59" West along said East line 30.00 feet to the Point of Beginning; Thence South 88°32'48" West 701.84 feet to the West line of Lot 2 of Certified Survey Map No. 5887; Thence North 00°25'59" West along said West line 50.00 feet; Thence North 88°32'48" East 701.84 feet to the East line of Lot 2 of Certified Survey Map No. 5887; Thence South 00°25'59" East along said East line 50.00 feet, to the Point of Beginning.
Containing an area of 53,092 feet or 0.81 acres.

SANITARY SEWER EASEMENT

SHIV SHAKTI VENTURE, LLC

7800 West Ryan Road
Tax Key: 885 9999 010

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin (including successors and assigns of the City as may become applicable), hereinafter referred to as "City," and Shiv Shakti Venture, LLC, as owner (including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property particularly described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent, non-exclusive easement to allow the City the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following sanitary sewer facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across the Easement Area (as defined below): underground sanitary sewer pipes and associated manholes, together with the right of entry in and across the Easement Area as may be reasonably necessary to carry out the City's rights under this Easement (collectively, the "Sanitary Easement").

NOW, THEREFORE, in consideration of the grant of the Sanitary Easement, the initial installation of the Facilities by the Grantor, maintenance of the Facilities by the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor and City, the receipt whereof is hereby acknowledged, the parties agree to the terms and conditions herein, and said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City the Sanitary Easement in, upon, and across, as applicable, that part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of said Section 21, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described and depicted on Exhibit B attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).
2. That in and during access, building, construction, operation, maintenance, reconstruction, enlargement, relocation, inspection, or repair work in connection with the City's exercise of its rights hereunder, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability (including reasonable attorneys' fees) resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said access, building, construction, operation, maintenance, reconstruction, enlargement, relocation,

inspection, or repair work; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing and landscaping may be constructed or placed with the Easement Area.
4. That, in connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area resulting from such construction. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against the Property or Lot 1 of Certified Survey Map Number 5887, Reel 3133, Image 1009-1011, Document No. 6836560 recorded in the office of the Milwaukee County Register of Deeds on October 5, 1993, for the cost of building, construction, operation, maintenance, repair, enlargement, reconstruction, relocation and inspection of said Facilities in the Property. Subject to any other agreements by and between Grantor and the City, whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the Sanitary Easement is located.
6. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. After initial construction of the Facilities, that the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

10. Either party hereto may enforce this Easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This Easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this Easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin

IN WITNESS WHEREOF, the Grantor and City have each hereunto set its hands and seals.

ON THIS DATE OF 15th of January, 2025

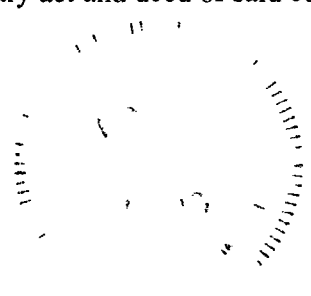
GRANTOR: SHIV SHAKTI VENTURE, LLC

By: [Signature]
Name: Vijay. A. Patel
Title: owner

STATE OF Wisconsin
COUNTY OF Milwaukee SS

Before me personally appeared on the 15th day of January, 2025, the above named Vijay A. Patel, owner of Shiv Shakti Venture, LLC.
(Name printed) (Title)

to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation.



Notary Public: Donna K. Puller
(Donna K. Puller)
My commission expires 7-28-26

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this ___ day of _____, 20__ before me personally appeared John R. Nelson and Shirley J. Roberts who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to Resolution File No. _____ adopted by its Common Council on _____, 20__.

Notary Public: _____
(_____)
My commission expires _____

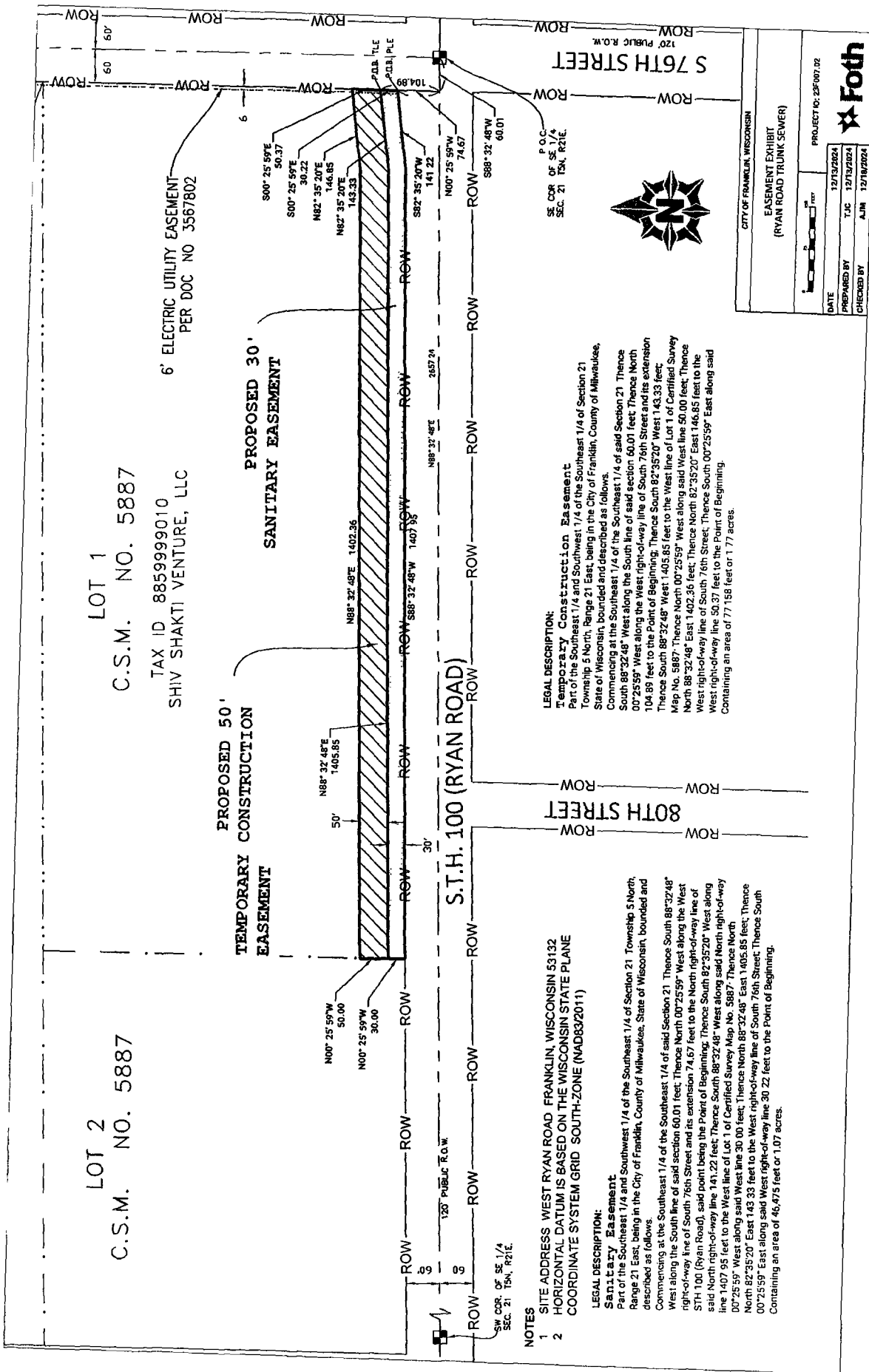
EXHIBIT A

Description of Property

Tax key No. 885-9999-010

Lot 1 of Certified Survey Map Number 5887, Reel 3133, Image 1009-1011, Document No. 6836560 recorded in the office of the Milwaukee County Register of Deeds on October 5, 1993, being a part of the NE 1/4, SE 1/4, SW 1/4, and NW 1/4 of the SE 1/4 of Section 21, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

EXHIBIT B Depiction of the Easement



LEGAL DESCRIPTION:
Temporary Construction Easement
 Part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 21 Township 5 North, Range 21 East, being in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:
 Commencing at the Southeast 1/4 of the Southeast 1/4 of said Section 21 Thence South 88°32'48" West along the South line of said section 60.01 feet; Thence North 00°25'59" West along the West right-of-way line of South 76th Street and its extension 104.89 feet to the Point of Beginning; Thence South 82°35'20" West 143.33 feet; Thence South 88°32'48" West; 1405.85 feet to the West line of Lot 1 of Certified Survey Map No. 5887; Thence North 00°25'59" West along said West line 50.00 feet; Thence North 88°32'48" East 1402.36 feet; Thence North 82°35'20" East 146.85 feet to the West right-of-way line of South 76th Street; Thence South 00°25'59" East along said West right-of-way line 50.37 feet to the Point of Beginning.
 Containing an area of 77,158 feet or 1.77 acres.

LEGAL DESCRIPTION:
Sanitary Easement
 Part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 21 Township 5 North, Range 21 East, being in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:
 Commencing at the Southeast 1/4 of the Southeast 1/4 of said Section 21 Thence South 88°32'48" West along the South line of said section 60.01 feet; Thence North 00°25'59" West along the West right-of-way line of South 76th Street and its extension 74.67 feet to the North right-of-way line of STH 100 (Ryan Road); said point being the Point of Beginning; Thence South 82°35'20" West along said North right-of-way line 141.22 feet; Thence South 88°32'48" West along said North right-of-way line 1407.95 feet to the West line of Lot 1 of Certified Survey Map No. 5887; Thence North 00°25'59" West along said West line 30.00 feet; Thence North 88°32'48" East 1405.85 feet; Thence North 82°35'20" East 143.33 feet to the West right-of-way line of South 76th Street; Thence South 00°25'59" East along said West right-of-way line 30.22 feet to the Point of Beginning.
 Containing an area of 46,475 feet or 1.07 acres.

- NOTES**
1. SITE ADDRESS WEST RYAN ROAD FRANKLIN, WISCONSIN 53132
 2. HORIZONTAL DATUM IS BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM GRID SOUTH-ZONE (NAD83/2011)

EXHIBIT C

Description of the Easement

Sanitary Easement:

Part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 21 East, being in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southeast 1/4 of the Southeast 1/4 of said Section 21; Thence South 88°32'48" West along the South line of said section 60.01 feet; Thence North 00°25'59" West along the West right-of-way line of South 76th Street and its extension 74.67 feet to the North right-of-way line of STH 100 (Ryan Road), said point being the Point of Beginning; Thence South 82°35'20" West along said North right-of-way line 141.22 feet; Thence South 88°32'48" West along said North right-of-way line 1407.95 feet to the West line of Lot 1 of Certified Survey Map No. 5887; Thence North 00°25'59" West along said West line 30.00 feet; Thence North 88°32'48" East 1405.85 feet; Thence North 82°35'20" East 143.33 feet to the West right-of-way line of South 76th Street; Thence South 00°25'59" East along said West right-of-way line 30.22 feet to the Point of Beginning.

Containing an area of 46,475 feet or 1.07 acres.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and SHIV SHAKTI VENTURE, LLC., as Owners located at 7800 South Ryan Road (including successors and assigns of above Owners as may be or may become applicable), hereinafter called "Grantor", (if more than one Grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such as Grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property particularly described on Exhibit "A" which is attached hereto and incorporated herein (the property); and

WHEREAS, City of Franklin desires the right to perform temporary construction per the approved plan as shown on the attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the grant of the temporary construction easement hereinafter described, the construction within the described easement, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City of Franklin a temporary construction easement, more particularly described on Exhibit "C" attached hereto (the "Construction Easement area").

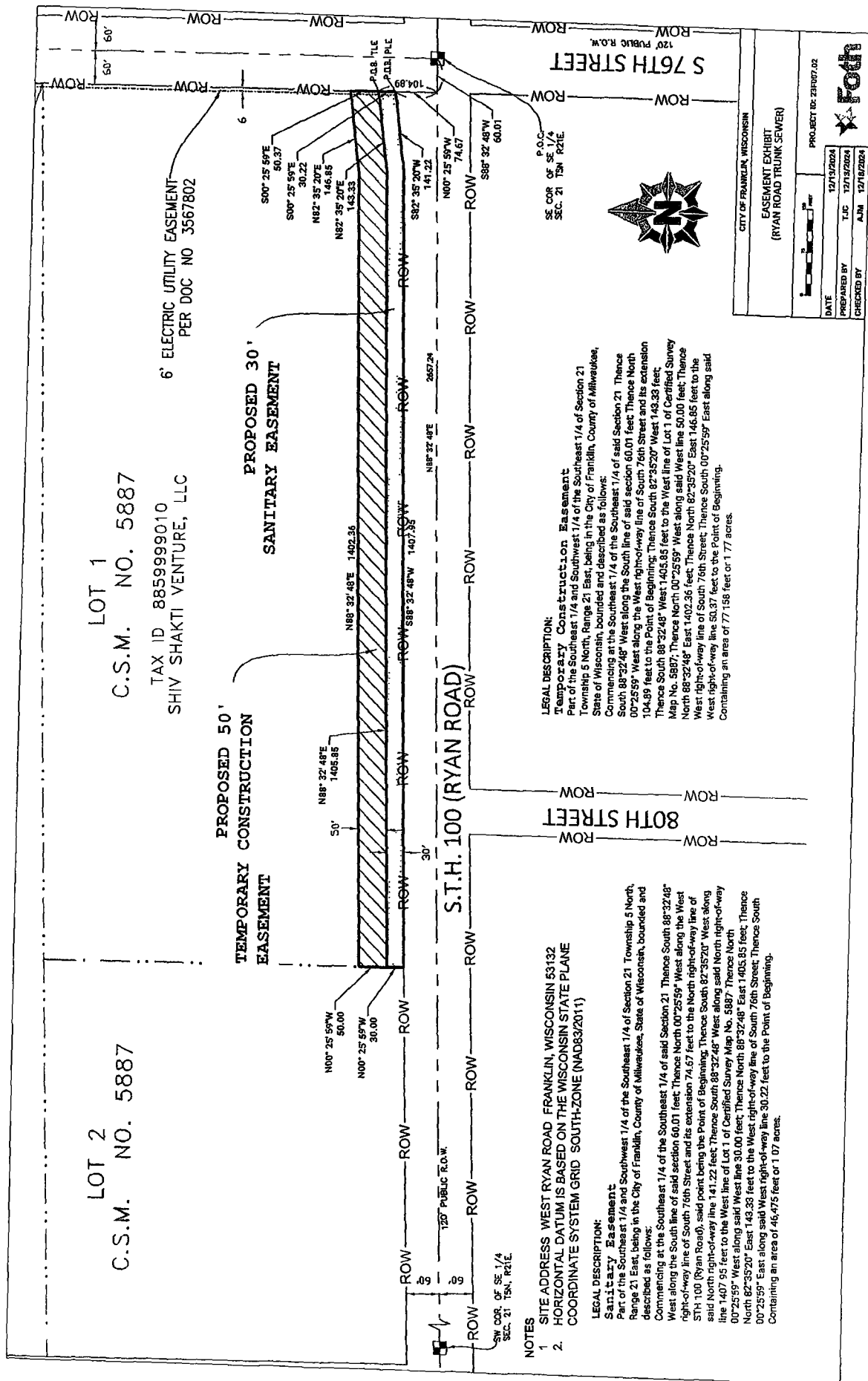
1. That said easement used only for CONSTRUCTION purposes
2. That the length of term of this easement shall expire upon the completion of the construction.
3. That no structures shall be placed within the limits of this easement.
4. That City of Franklin shall be responsible for landscaping within the easement area. Landscaping shall consist of establishing and maintaining a residential quality grass cover through the term of this easement.

Exhibit A

Description of the Property

Lot 1 of Certified Survey Map Number 5887, Reel 3133, Image 1009-1011, Document No. 6836560 recorded in the office of the Milwaukee County Register of Deeds on October 5, 1993, being a part of the NE 1/4, SE 1/4, SW 1/4, and NW 1/4 of the SE 1/4 of Section 21, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

EXHIBIT B Depiction of the Easement



LEGAL DESCRIPTION:
Temporary Construction Easement
 Part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 21 Township 5 North, Range 21 East, being in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:
 Commencing at the Southeast 1/4 of the Southeast 1/4 of said Section 21 Thence South 88°32'48" West along the South line of said section 60.01 feet; Thence North 00°25'59" West along the West right-of-way line of South 76th Street and its extension 104.89 feet to the Point of Beginning; Thence South 82°35'20" West 143.33 feet; Thence South 88°32'48" West 1405.85 feet to the West line of Lot 1 of Certified Survey Map No. 5887; Thence North 00°25'59" West along said West line 50.00 feet; Thence North 82°35'20" East 1402.36 feet; Thence North 88°32'48" East 146.85 feet to the West right-of-way line of South 76th Street; Thence South 00°25'59" East along said West right-of-way line 50.37 feet to the Point of Beginning.
 Containing an area of 77.158 feet or 1.77 acres.

LEGAL DESCRIPTION:
Sanitary Easement
 Part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 21 Township 5 North, Range 21 East, being in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:
 Commencing at the Southeast 1/4 of the Southeast 1/4 of said Section 21 Thence South 88°32'48" West along the South line of said section 60.01 feet; Thence North 00°25'59" West along the West right-of-way line of South 76th Street and its extension 74.67 feet to the North right-of-way line of STH 100 (Ryan Road); said point being the Point of Beginning; Thence South 82°35'20" West along said North right-of-way line 141.22 feet; Thence South 88°32'48" West along said North right-of-way line 1407.95 feet to the West line of Lot 1 of Certified Survey Map No. 5887; Thence North 00°25'59" West along said West line 30.00 feet; Thence North 88°32'48" East 1405.85 feet; Thence North 82°35'20" East 143.33 feet to the West right-of-way line of South 76th Street; Thence South 00°25'59" East along said West right-of-way line 30.22 feet to the Point of Beginning.
 Containing an area of 46.475 feet or 1.07 acres.

- NOTES**
1. SITE ADDRESS: WEST RYAN ROAD, FRANKLIN, WISCONSIN 53132
 2. HORIZONTAL DATUM IS BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM GRID SOUTH-ZONE (NAD83/2011)

Exhibit C

Description of the Temporary Construction Easement

Temporary Construction Easement:

Part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 21 East, being in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southeast 1/4 of the Southeast 1/4 of said Section 21; Thence South 88°32'48" West along the South line of said section 60.01 feet; Thence North 00°25'59" West along the West right-of-way line of South 76th Street and its extension 104.89 feet to the Point of Beginning; Thence South 82°35'20" West 143.33 feet; Thence South 88°32'48" West 1405.85 feet to the West line of Lot 1 of Certified Survey Map No. 5887; Thence North 00°25'59" West along said West line 50.00 feet, Thence North 88°32'48" East 1402.36 feet; Thence North 82°35'20" East 146.85 feet to the West right-of-way line of South 76th Street; Thence South 00°25'59" East along said West right-of-way line 50.37 feet to the Point of Beginning.

Containing an area of 77,158 feet or 1.77 acres.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE January 21, 2025
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Accept a 50-Foot-Wide Temporary Construction Easement from Carma Laboratories, Inc. to the City of Franklin, Along the South Property Lines of Lots 3 & 2 of the Carma Laboratories, Inc. Property at 9410 South 76th Street Tax Key Nos. 884-9003-000 & 884-9002-000	ITEM NUMBER M.12.

The construction of a sanitary sewer main as part of the Carma Laboratories, Inc. development project requires a 50-foot-wide temporary construction easement north of the existing 30-foot dedicated sanitary sewer main easement in order to perform the construction thereof work. The temporary easement is to be granted from Carma Laboratories, Inc. to the City, and will expire upon the completion of the construction project.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Accept a 50-Foot-Wide Temporary Construction Easement from Carma Laboratories, Inc. to the City of Franklin, Along the South Property Lines of Lots 3 & 2 of the Carma Laboratories, Inc. Property at 9410 South 76th Street
Tax Key Nos. 884-9003-000 & 884-9002-000.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 - _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO ACCEPT A 50-FOOT-WIDE TEMPORARY CONSTRUCTION EASEMENT FROM
CARMA LABORATORIES, INC. TO THE CITY OF FRANKLIN, ALONG THE SOUTH
PROPERTY LINES OF LOTS 3 & 2 OF THE CARMA LABORATORIES, INC. PROPERTY
AT 9410 SOUTH 76TH STREET
TAX KEY NOS. 884-9003-000 & 884-9002-000

WHEREAS, the construction of a sanitary sewer main as part of the Carma Laboratories, Inc. development project requires a 50-foot-wide temporary construction easement north of the existing 30-foot dedicated sanitary sewer main easement in order to perform the construction thereof work; and

WHEREAS, the City Engineering Department has advised that the entry into the temporary construction easement is reasonable and necessary and recommends approval thereof.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Temporary Construction Easement with Carma Laboratories, Inc., in the form and content as presented to the Common Council at its January 21, 2025 meeting, subject to changes approved by the City Engineering Department and the City Attorney, be and the same are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute and deliver the Temporary Construction Easement and the City Clerk is directed to record said easement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2025, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2025.

APPROVED:

John R Nelson, Mayor

ATTEST:

Shirley J Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and CARMA LABORATORIES, INC., as Owners located at 9410 S 76TH ST (including successors and assigns of above Owners as may be or may become applicable), hereinafter called "Grantor", (if more than one Grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such as Grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property particularly described on Exhibit "A" which is attached hereto and incorporated herein (the property); and

WHEREAS, City of Franklin desires the right to perform temporary construction per the approved plan as shown on the attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the grant of the temporary construction easement hereinafter described, the construction within the described easement, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City of Franklin a temporary construction easement, more particularly described on Exhibit "C" attached hereto (the "Construction Easement area").

1. That said easement used only for CONSTRUCTION purposes.
2. That the length of term of this easement shall expire upon the completion of the construction.
3. That no structures shall be placed within the limits of this easement.
4. That City of Franklin shall be responsible for landscaping within the easement area. Landscaping shall consist of establishing and maintaining a residential quality grass cover through the term of this easement.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this

ON THIS DATE OF _____, 20__

Carma Laboratories, Inc.
Company Name

By _____

By _____

STATE OF WISCONSIN)
SS
COUNTY OF MILWAUKEE)

Before me personally appeared on the _____ day of _____, A.D. 20__, the above named

President or Name printed

Secretary or Name printed

to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation

NOTARY PUBLIC
My commission expires _____

CITY OF FRANKLIN

By _____
John R Nelson, Mayor

By _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)
SS
COUNTY OF MILWAUKEE)

On this _____ day of _____, 20__, before me personally appeared John R. Nelson and Shirley J Roberts, who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____ adopted by its Common Council on _____, 20__

Notary Public, Milwaukee County, Wisconsin
My commission expires _____

Exhibit A

Description of the Property

Lots 2 & 3 of Certified Survey Map No. 9568, recorded in the office of the Milwaukee County Register of Deeds on August 9, 2024 as Document No. 11411310, being a part of the part of the West 1/2 of the SW 1/4 of Section 22, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, State of Wisconsin.

Exhibit B
 Depiction of the Construction Easement

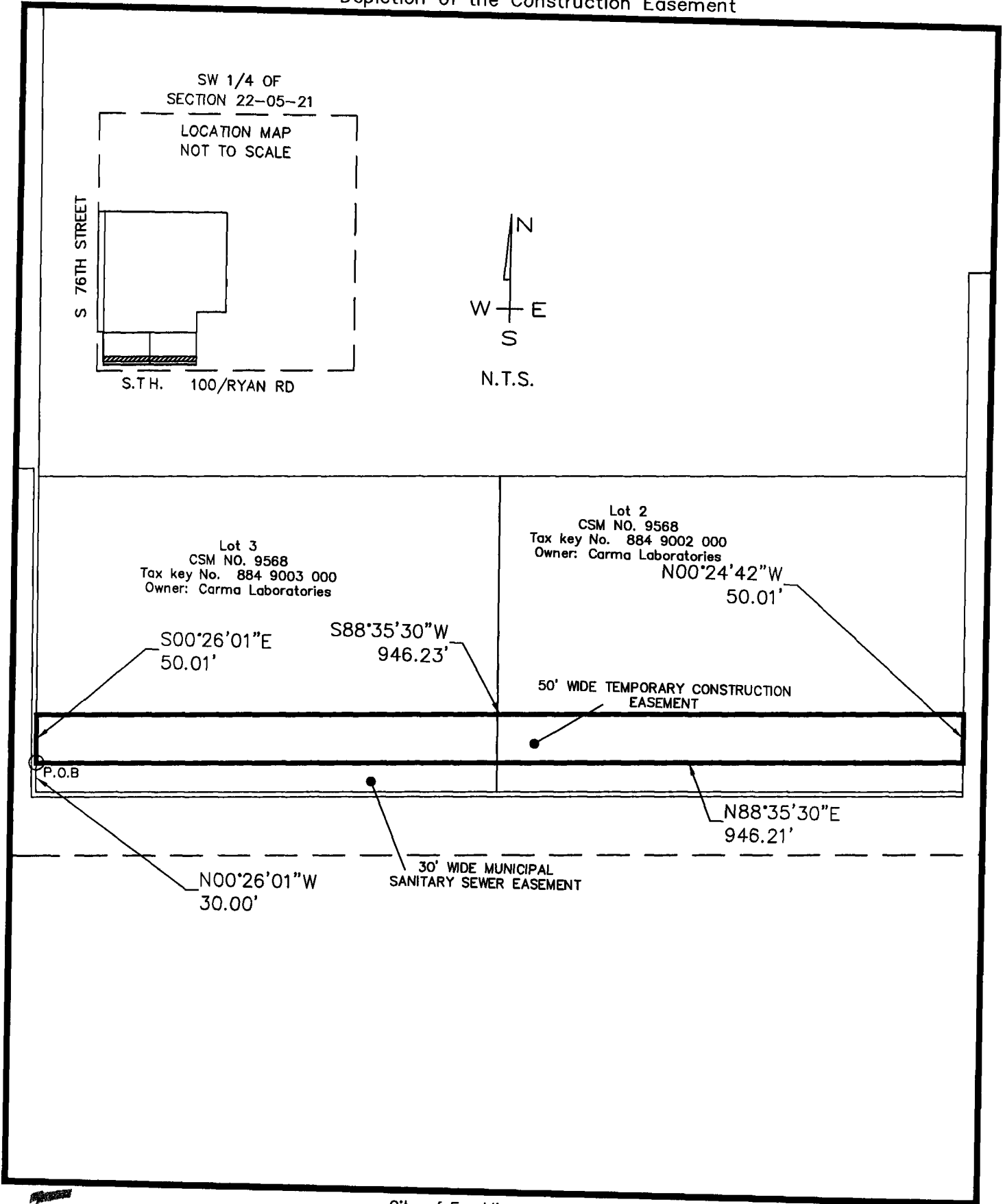


Exhibit C
Legal Description of the Easement

Being a part of the Lots 2 & 3 of Certified Survey Map No. 9568, recorded in the office of the Milwaukee County Register of Deeds on August 9, 2024 as Document No. 11411310, also being a part of the part of the West 1/2 of the SW 1/4 of Section 22, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, State of Wisconsin, bounded as follows:

Commencing at the southwest corner of the Lot 3 of the said Certified Survey Map, thence N00° 26'01"W along the east right of way line of South 76th Street, 30.00 feet to a point of beginning of the land to be described; thence N88°35'30" E along the south line of Lot 3 & 2 of the said Certified Survey Map, 946.21 feet to a point; thence N00°24'42"W along the east property line of Lot 2, 50.01 feet to a point; thence S88°35'30"W, 946.23 feet to a point; thence S00°26'01" E, 50.01 feet to a point of beginning.

Said lands containing 18,924.4 square feet or 0.43 acres.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE January 21, 2025
Reports & Recommendations	A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED SANITARY EASEMENT FROM 7521 W. RYAN RD. (JAMES B. O'MALLEY, REVOCABLE TRUST) TKN 897-9996-000	ITEM NO. Ald. Dist. 1 M.13.

BACKGROUND

Pursuant to the approval of a development agreement with Carma Laboratories, Inc. at 9410 South 76th Street, an easement is required to construct, maintain, and operate sanitary sewer facilities. It is necessary to install a sanitary sewer easement on property located at 7521 West Ryan Road in order to connect for the future development, TKN 897 9996 000.

The sanitary sewer facilities on this site include a sewer line and the additional manholes.

ANALYSIS

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said sanitary sewer easement, and have it recorded with the Register of Deeds for Milwaukee County.

FISCAL NOTE

There is no fiscal impact related to this acceptance.

RECOMMENDATION

Motion to adopt Resolution No. 2025 - _____, A Resolution to Authorize Staff to Execute and Record the attached Sanitary Easement from 7521 W. Ryan Rd. (James B. O'malley, Revocable Trust) TKN 897-9996-000.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2025 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
SANITARY EASEMENT FROM 7521 W. RYAN RD. (JAMES B. O'MALLEY,
REVOCABLE TRUST) TAX KEY: 897 9996 000

WHEREAS, the new complex for the Carma Laboratories, Inc building needed a sanitary sewer connection; and

WHEREAS, said sanitary line and connection point are also part of the James B. O'Malley Revocable Trust property at the corner parcel of 7521 W. Ryan Rd. for future development; and

WHEREAS, an agreement was made by and between the City of Franklin and James B. O'Malley Revocable Trust to have an easement on said property for any access of the sanitary sewer:

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such Sanitary Sewer Easement Agreement, and, therefore, the Mayor and City Clerk are hereby authorized and directed to execute them on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2025, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

SANITARY SEWER EASEMENT

7521 West Ryan Road
TKN: 897-9996-000

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and James B. O'Malley Revocable Trust as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property particularly described on Exhibit A which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a sanitary sewer, associated manholes, all as shown on the plan attached hereto as Exhibit B; any Lift Station with auxiliary power enclosed in an above ground enclosure.

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northwest quarter of the Northwest quarter Section 27, Township Five (5), North, Range Twenty-one (21) East", in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns.).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these

provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing and landscaping may be constructed or placed with the Easement Area.
4. That, in connection with the construction by the Grantor of any structure or building abutting said easement area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.

12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a sanitary sewerage lift station, the City shall remove the lift station, manholes, piping and the enclosure and cause the prompt restoration to a smooth surface contour and neat condition restoring the Easement Area into a condition similar to the remaining parcel as described in Exhibit A.
16. Upon completion of use of the Easement Area for the specific use as a sanitary sewerage lift station and the restoration of the Easement Area by the City, the Easement Area, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: January 8th, 2025

Company Name: James B. O'Malley Revocable Trust

By: James B O'Malley - Trustee
Name and Title

STATE OF North Carolina
COUNTY OF Moore

Before me personally appeared on the 8th day of January, 2025, the above named James B O'Malley, trustee of James B O'Malley Revocable Trust
(Name printed) (Title) (Development)
to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation



Notary Public: Holly Drake-Blankenseyer
My commission expires 5-17-27

CITY OF FRANKLIN

By: _____
John R. Nelson, Mayor

By: _____
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

On this _____ day of _____, 20____ before me personally appeared John R. Nelson and Shirley J. Roberts who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to Resolution File No. _____ adopted by its Common Council on _____, 20____.

Notary Public: _____
()
My commission expires _____

H-4

Approved as to form only

Date: _____

City Attorney

H-5

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 easement and its addition as an encumbrance against title to the Property.

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

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)

^{ss}
COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20____, before me, the undersigned, personally appeared _____, the _____ (title) 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.

Name: _____

Notary Public _____

State of _____

County of _____

My commission: _____

This instrument was drafted by the City of Franklin.

Approved as to contents

City Engineer

Date: _____

Approved as to form only

City Attorney

Date: _____

EXHIBIT A
DESCRIPTION OF PROPERTY

PERMANENT SANITARY SEWER
EASEMENT EXHIBIT

Being a part of the NW 1/4 of the NW1/4 of Section 27, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin

PERMANENT SANITARY SEWER PROPERTY DESCRIPTION.

Being the North 30 acres of the West 1/2 of the NW 1/4 of Section 27, Township 05 North, Range 21 East, situated within the City of Franklin, Milwaukee County, Wisconsin, excepting the following.

The North 60.00 feet and the west 60 00 feet of said North 30 acres and also excepting, Commencing at the Northwest corner of said Section 27; thence North 88°35'30" East, along the north line of said Northwest 1/4, 60 01 feet, thence South 00°15'12" East 60 01 feet to the intersection of the south line of S T H 100 (Ryan Road) with the east line of S 76th Street, thence North 88°35'30" East, along said south line of S T.H 100 (Ryan Road), 1 187.58 feet to the Point of Beginning; thence continuing North 88°35'30" East, along said south line 63.68 feet to the east line of said West 1/2 of the NW 1/4, thence South 00°17'58" East along said east line, 202 27 feet, thence North 17°44'59" West, 212.33 feet to the Point of Beginning

Containing 1,161,856 square feet / 26.673 acres of land, more or less

S:\Studio\Work\Companies\200124\Coram Labs\76th Street\Survey\Drawings\200124_SR.dwg PLOT DATE: 5/21/2024 9:43 AM PLOT DATE: 5/21/2024 9:58 AM

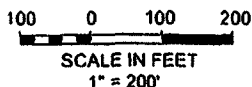


226 W WISCONSIN AVE
APPLETON, WI 54911
kapurinc.com

EXHIBIT B
DEPICTION OF EASEMENT

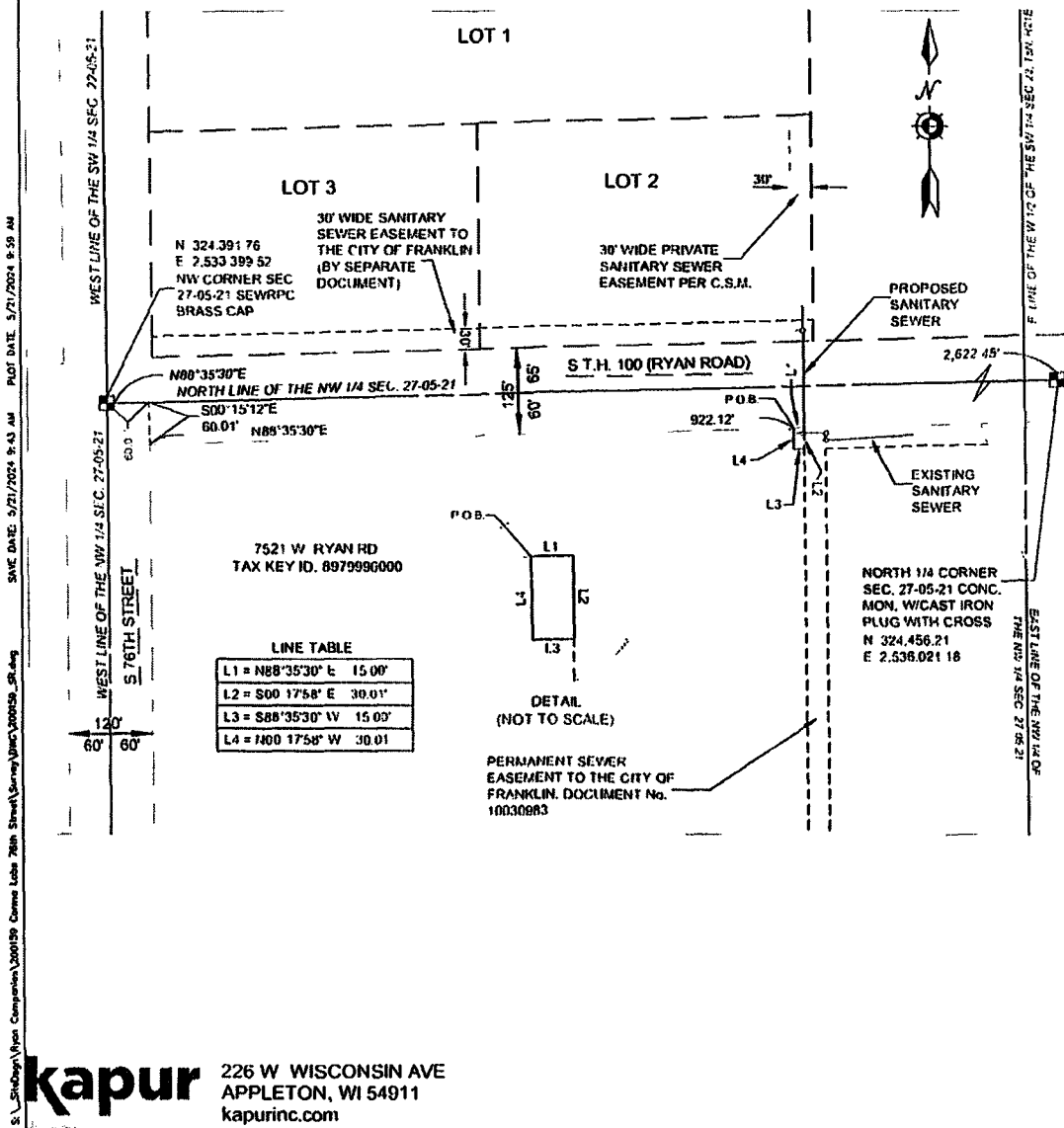
PERMANENT SANITARY SEWER
EASEMENT EXHIBIT

Being a part of the NW 1/4 of the NW 1/4 of Section 27, Township 05 North, Range 21
East situated in the City of Franklin, Milwaukee County, Wisconsin



NORTH REFERENCED TO THE WISCONSIN
STATE PLANE COORDINATE SYSTEM SOUTH
ZONE NAD 27 THE SOUTH LINE OF THE SW
1/4 OF SECTION 22 T.5N. R. 21E BEARING
N88°35'30"E

AREA OF PERMANENT
SANITARY SEWER
EASEMENT



kapur 226 W WISCONSIN AVE
APPLETON, WI 54911
kapurinc.com

THIS INSTRUMENT DRAFTED BY ERIC A. GUSTAFSON, KAPUR AND ASSOCIATES, INC.

EXHIBIT C DESCRIPTION OF EASEMENT

PERMANENT SANITARY SEWER EASEMENT EXHIBIT

Being a part of the NW 1/4 of the NW 1/4 of Section 27, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin.

PERMANENT SANITARY SEWER EASEMENT DESCRIPTION

Being a part of the NW 1/4 of the NW 1/4 of Section 27, Township 05 North, Range 21 East, situated within the City of Franklin, Milwaukee County, Wisconsin, and described as follows:
Commencing at the Northwest corner of said Section 27, thence North 88°35'30" East, along the north line of said Northwest 1/4, 60.01 feet; thence South 00°15'12" East, 60.01 feet to the intersection of the south line of S.T.H. 100 (Ryan Road) with the east line of S 76th Street, thence North 88°35'30" East, along said south line of S.T.H. 100 (Ryan Road), 922.12 feet to the Point of Beginning, thence continuing North 88°35'30" East, along said south line, 15.00 feet to the west line of a Permanent Sewer Easement to the City of Franklin, as recorded within the Milwaukee County Registry as Document No. 10030983 thence South 00°17'58" East, along said west line, 30.01 feet, thence South 88°35'30" West, parallel with said south line of S.T.H. 100 (Ryan Road), 15.00 feet, thence North 00°17'58" West, parallel with said west line of Permanent Sewer Easement, 30.01 feet to the Point of Beginning.

Containing 450 square feet / 0.010 acres of land, more or less.

SAVE DATE: 5/21/2024 9:43 AM PLOT DATE: 5/21/2024 10:01 AM

S:_Storage\Open Computer\2024\05\21\Survey\Draw\20240520_SR.dwg

kapur

226 W WISCONSIN AVE
APPLETON, WI 54911
kapurinc.com

THIS INSTRUMENT DRAFTED BY ERIK A. GUSTAFSON, KAPUR AND ASSOCIATES, INC.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/21/2025
REPORTS AND RECOMMENDATIONS	A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH FOTH INFRASTRUCTURE & ENVIRONMENT, LLC TO PROVIDE DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE RYAN ROAD TRUNK SEWER FOR A FEE OF \$84,000	ITEM NUMBER M.14.

BACKGROUND

The original contract with Foth Infrastructure and Environment, LLC was approved by Common Council on May 16, 2023, for a fee of \$97,000. To date, Foth has spent \$51,618.40 of the \$97,000 contract. This work involved Phase 1, which included project management/ coordination, site visit/ data collection, field survey, wetland delineation, and preliminary design.

This project became a high priority due to the scheduled WisDOT reconstruction of Ryan Road (HWY 100) in 2025. Completing the sewer project before WisDOT's work allows for open trenching across 76th Street, avoiding the significantly higher costs of tunneling afterward. Therefore, a new contract agreement with Foth Infrastructure & Environment, LLC to complete final design, plan and specification preparation, and the bidding phase services needing to be done, which was not included in the Phase 1 scope.

Foth Infrastructure & Environment, LLC has provided a scope and fee of \$84,000 to provide final design and construction engineering services for the Ryan Road Trunk Sewer project, which is attached.

STAFF RECOMMENDATION

Approve Foth Infrastructure and Environment, LLC to provide final design and construction services for the Ryan Road Trunk Sewer Project for a fee of \$84,000

FISCAL NOTE

The 2025 adopted budget advances \$750,000 from the Sewer Fund to TID No. 9 to ensure funds are available for this project. TID No. 9 will repay the Sewer Fund when tax increment revenue is generated. This project has been accounted for in the 2025 budget.

COUNCIL ACTION REQUESTED

Motion to authorize professional services contract with Foth Infrastructure and Environment, LLC to provide design and construction engineering services for the Ryan Road Trunk Sewer project for a fee of \$84,000.00, subject to changes approved by the Water and Sewer Dept., the City Administrator and the City Attorney.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025 - _____

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH FOTH INFRASTRUCTURE & ENVIRONMENT, LLC TO PROVIDE DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE RYAN ROAD TRUNK SEWER FOR A FEE OF \$84,000

WHEREAS, The Council approved a contract with Foth Infrastructure and Environment, LLC for Phase 1 for \$97,000 on May 16, 2023.; and

WHEREAS, the Ryan Road Trunk Sewer Project is essential due to the scheduled WisDOT reconstruction of Ryan Road (HWY 100) in 2025. Completing the sewer project before WisDOT's work allows for open trenching across 76th Street, avoiding the significantly higher costs of tunneling afterward; and

WHEREAS, a new contract agreement with Foth Infrastructure & Environment, LLC to complete final design, plan and specification preparation, and the bidding phase services needing to be done, which was not included in the Phase 1 scope.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, agree to authorize a Professional Services Contract with Foth Infrastructure and Environment, LLC to provide design and construction engineering services for the Ryan Road Trunk Sewer project, subject to changes approved by the Water and Sewer Dept., the City Administrator, and the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE May 16, 2023
Reports & Recommendations	A Resolution to Authorize a Professional Services Contract with Foth Infrastructure and Environment, LLC to Design the Ryan Road Trunk Sewer for a Fee of \$150,000	ITEM NO. Ald. Dist. 1 M.10.

BACKGROUND

Carma Laboratories, Inc. has purchased 9410 S. 76th Street (TKN 884-9997-000) located on the northeast corner of S. 76th Street and W. Ryan Road for a new headquarters. They have been meeting with Staff with the stated purpose of starting construction this fall. More details are forthcoming and will involve a developer's agreement that will include a request for tax increment financing.

To keep pace on this schedule, there is a monumental sewer project that must be started to bring sewer to the site. Depending on the limits of the tax increment district, the sewer will start at the Ryan Creek Interceptor and need to be extended along W. Ryan Road to the west to serve additional developable properties.

ANALYSIS

Foth Infrastructure and Environment, LLC has closely examined this sewer system when they analyzed the removal of a masterplan trunkline sewer passing through property purchased by Franklin Schools. A selected alternate sewer would connect to the Ryan Creek Interceptor approximately 1,000 feet east of S. 76th Street then split to extend another 3,000 feet west of S. 76th Street and also 1,600 feet north of W. Ryan Road. The exact location and lengths would be developed in the early phases of Foth's design while communicating with Staff and Carma Laboratories.

There is a special clause (V.B.- page 3) in the Foth contract that would pause the design efforts should Carma Laboratories not proceed as anticipated. The design efforts would not be wasted, but the data and design could be used when the sewer is eventually constructed.

It is anticipated that any construction contract would not be awarded until all of the financing with the Carma project is finalized.

This Foth scope entails two phases.

- \$97,000- Phase 1, project management / coordination, site visit / data collection, field survey, wetland delineation, and preliminary design
- \$53,000- Phase 2: easement descriptions / title searches, agency permitting, final design, plan preparation, specification preparation, bidding phase services and opinion of probable cost preparation.
- \$150,000- total amount of effort needed to receive bids.

OPTIONS

- A. *Authorize Foth to start the design of the Ryan Road Trunk Sewer by completing Phase 1 only for \$97,000 (see fiscal note below). This is not enough work to bid the project. The project would return to Common Council when financing is determined to complete the design.*
- B. *Authorize Foth to complete the design of the Ryan Road Interceptor Sewer for \$150,000 and solicit contractors to bid the project. The project would return to Common Council to award the construction contract.*
- C. *No action at this time and return for consideration when the financing for the entire project is developed. This option would not allow Carma Laboratories to complete their project in their desired timeframe.*
- D. *Instruct Staff to work out a financing strategy for other City accounts to temporary loan this project and return with a budget amendment*

FISCAL NOTE

The design of this project was not anticipated in the 2023 budget. An appropriate account for this project would be the Sanitary Sewer fund but that utility does not have adequate funds on-hand because of the construction of the Industrial Park Lift Station.

Finance Staff recommends that the contingency fund be used, but the contingency only has approximately \$125,000. Should Common Council decide to start with this project before financing for the Carma project is developed, Staff recommends that only Phase 1 (\$97,000) be authorized at this time, leaving approximately \$28,000 in contingency. These funds could be refunded to the general budget when financing for the Carma Labs is determined.

Should Common Council decide to authorize the entire design at this time, the contingency fund is not sufficient. Common Council would need to direct Staff to return with a budget amendment that allows the contingency fund, or other fund to support this expense.

Regardless of option A or B, there are other various funds that could loan for this project until funding for the tax increment financing is established. To keep a sufficient balance in contingency, Common Council could direct staff to return with a budget amendment to address this loan.

RECOMMENDATION

At the wish of the Common Council. Choose option A or B, with/without option D. OR choose option C. *(A resolution has been prepared for either option A or B)*

Engineering Department: GEM

[Choose Option (A) or Option (B)]

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC TO

- (A) *START THE DESIGN OF THE RYAN ROAD TRUNK SEWER FOR A PROFESSIONAL FEE OF \$97,000*
 - (B) *DESIGN THE RYAN ROAD INTERCEPTOR FOR A FEE OF \$150,000*
-

WHEREAS, the City of Franklin desires for all development in the City to be served with public water and sewer; and

WHEREAS, there is development being planned for the vicinity of S. 76th Street and W. Ryan Road that has no public sanitary sewer; and

WHEREAS, Foth Infrastructure and Environment, LLC has closely examined this sewer system in this area and is a well-qualified engineering firm capable of this project; and

WHEREAS, a sanitary sewer project in this vicinity needs to start before development agreements are finalized to accommodate development timelines.

(A) NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize Foth Infrastructure and Environment, LLC for Phase 1 of a professional services contract to start the design of the Ryan Road Trunk Sewer for a professional fee of \$97,000.

(B) NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize Foth Infrastructure and Environment, LLC for a professional services contract to design of the Ryan Road Trunk Sewer for a professional fee of \$150,000

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Foth Infrastructure and Environment, LLC on behalf of the City.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES ____ NOES ____ ABSENT ____

A G R E E M E N T

Engineering Services Ryan Road Trunk Sewer Sanitary Sewer

This AGREEMENT, made and entered into this ___ day of May, 2023, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Foth Infrastructure and Environment, LLC (hereinafter "CONTRACTOR"), whose principal place of business is 7044 South Ballpark Drive Ste 200, Franklin, Wisconsin 53132.

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 engineering services for the Ryan Road Trunk Sewer with new sewer along Ryan Road from the Ryan Creek Interceptor to St. Martins Road (CTH "H"), along the east side of the Red Cap development and along S. 80th Street south of Ryan Road.

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

1. BASIC SERVICES AND AGREEMENT ADMINISTRATION

CONTRACTOR shall provide services to CLIENT for design and construction phase engineering services as described in CONTRACTOR's proposal to CLIENT dated May 10, 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, at our standard billing rates with a not-to-exceed budget of \$150,000 for design fee. Construction phase services will be prepared following the design and an amendment to this agreement covering those additional costs will be provided for approval by the CLIENT. Services will be provided at the hourly billing rates based upon actual effort, subject to the terms detailed.

- A. The CLIENT may, at their option, authorize work for each phase listed in Attachment A separately due to funding constraints
- B. 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.
- C. Total price will not exceed budget of \$150,000 for design services. 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.
- D. 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.
- E. 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, Dan Snyder 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. The CLIENT reserves the right to indefinitely pause work on the project with written notice. Resumption of any remaining work shall be at the current hourly billing rates in effect at the time the project is reauthorized. The fee in II B shall be adjusted according. Upon such project pause, 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 pausing, 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.
- C. 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.
- D. 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,
B. Automobile Liability	\$1,000,000 combined single limit
C. Umbrella	\$5,000,000
D. Worker's Compensation and Employers' Liability	Statutory
E. Professional Liability- Errors & Omissions	\$2,000,000 per claim and in the aggregate

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. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. 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 June 1, 2023. It is the intent of the CLIENT to award a construction contract in late summer/early fall 2023.

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

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

XII. CONTROLLING TERMS AND PROVISIONS

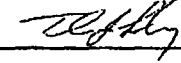
The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

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

CITY OF FRANKLIN, WISCONSIN

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

BY: _____

BY:  _____

PRINT NAME: John R. Nelson

PRINT NAME: Thomas J. Ludwig

TITLE: Mayor

TITLE: State Operations Director

DATE: _____

DATE: 5/11/2023

BY: _____

BY: _____

PRINT NAME: Karen L. Kastenson

PRINT NAME: Carrie L. Voskuil

TITLE: City Clerk

TITLE: Contracts Manager

DATE: _____

DATE: _____

BY: _____

PRINT NAME: Tom Bakalarski

TITLE: Interim Controller and Treasurer

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

DATE: _____



"ATTACHMENT A"

Ballpark Commons Office Building
7044 S Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336 7900
foth.com

May 11, 2023

Mr Glen Morrow, PE
City Engineer/Director of Public Works
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

RE Engineering Services Proposal
Ryan Road Trunk Sewer

Dear Glen

We greatly appreciate the opportunity to provide professional engineering services for the above referenced public infrastructure improvements. It is our understanding that the city anticipates authorizing design by June 1, 2023, with construction to start in fall of 2023.

Scope

Design Engineering

Foth will provide professional design engineering services for the Ryan Road Trunk Sewer project which includes approximately 4,000 LF of 15" sanitary sewer extending west along Ryan Rd (STH 100) from the existing Ryan Creek Interceptor (RCI) to the St. Martins Road (CTH "H") intersection, approximately 1800 LF of 8" sanitary sewer in an easement along the east side of the Red Cap property, and approximately 600 LF of 8" sanitary along S 80th Street, as shown on the attached map. This proposal estimates engineering services fees through bidding and award recommendation. Construction engineering services are also proposed on an hourly basis per our standard hourly rates in affect at the time of construction. In general, design services will include

- Project Management
- Obtain relevant City/County/WDOT documents
- Confirm sanitary sewer sizing
- Identification of necessary easements, preparation of up to eight (8) descriptions and exhibits
- Title reports for up to eight (8) parcels
- Identification of possible environmentally sensitive and/or contaminated areas
- Obtain soil boring information already obtained along the route (no additional soil borings are anticipated)
- Site visits and field topographic survey
- Identify existing site conditions and as-built information

- Agency and permitting applications (MILW CO, WDNR, WDOT, MMSD)
- Coordination with Milwaukee County for 76th Street and CTH "H" and WDOT for STH "100"
- Progress meetings with City staff/weekly project status reports
- Wetland delineations Previous wetland delineations were limited to the existing right of way along STH 100
- Design and preparation of plans & specifications that will include construction, erosion control, and traffic controls and preparation of details as necessary, plan and profiles for sanitary sewer construction
- Construction access and staging plan
- Prepare engineer's estimate of probable costs
- Bidding services include submittal of advertisement for bid to trade and local publications, posting on Quest, answer prospective bidder questions, issue any addendums, attend the bid opening, analyze the bid tab, prepare a letter of recommendation and prepare contract documents

Note Special Assessments preparation, if needed, to be done by the City

Construction Engineering Services

Foth proposes to provide customary construction engineering services for the project. Since the final designs have not been determined and contractor production rates can vary greatly, we are proposing that the following services be provided on a standard hourly rate basis

- Schedule and conduct a preconstruction meeting
- Construction staking
- Monitor quality control and adherence to the project plans and specifications
- Field observation will be on site during all pipe laying and significant activities
- Log and confirm with the contractor's foreman all contract pay quantities
- Monitor and log any changed site conditions encountered during construction
- Monitor that specified erosion control and dust control operations are utilized by the contractor
- Coordinate field measurements for accurate record drawing preparation
- Record drawing preparation

Fees

We propose to provide our services on an hourly basis in accordance with the enclosed charge out schedule. We estimate the design fees to be approximately \$150,000 depending on the extent of wetland permitting and easement requirements. Fees are listed below by phase

Phase 1 \$97,000

Phase 2 \$53,000

Phase 1 includes project management/coordination, site visit/data collection, field survey, wetland delineation and preliminary design

Mr. Glen Morrow P.E.
Engineering Services Proposal
Ryan Road Trunk Sewer/RED CAP Sewer/80th St. Sewer Service

Phase 2 includes easement descriptions/title searches, agency permitting, final design, plan preparation, specification preparation, bidding phase services and opinion of probable cost preparation

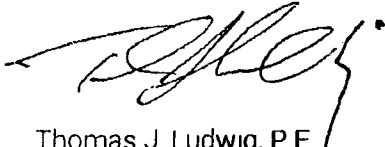
Agreement to Proceed

It is understood that the services will be provided under the City's standard contract form previously transmitted. Foth will proceed with work upon contract authorization from the City.

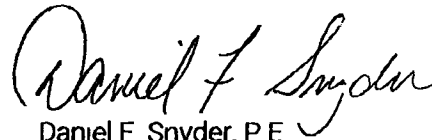
Upon approval of this proposal, Foth will prepare a separate contract for professional engineering design and construction services.

Thank you again for allowing us to work with you on this important infrastructure project for the City. If you have any questions regarding our proposal, please call us at 262-939-0209 (Dan) and 414-313-3784 (Tom).

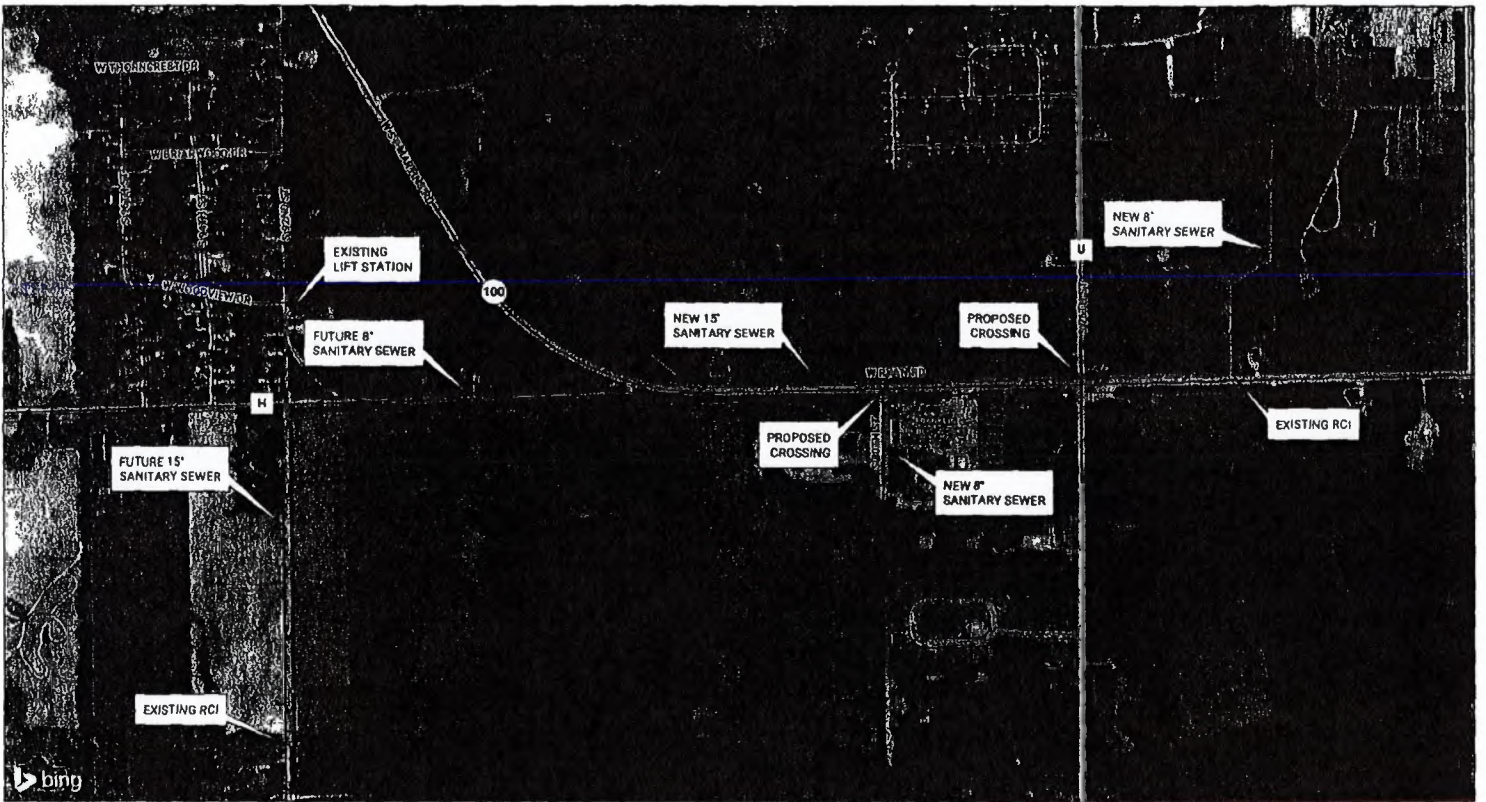
Sincerely,
Foth Infrastructure & Environment, LLC



Thomas J. Ludwig, P.E.
Client Director



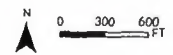
Daniel F. Snyder, P.E.
Lead Civil Engineer/Client Manager



MAY 2023

CITY OF FRANKLIN
 RYAN ROAD TRUNK SEWER

— PROPOSED SANITARY SEWER
 > SEWER FLOW DIRECTION



FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2023 HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$240 - \$250
Project Manager	\$180 - \$240
Project Engineer	\$154 - \$240
Staff Engineer	\$127 - \$157
Planner	\$127 - \$207
Project Scientist	\$127 - \$167
Technician	\$85 - \$175
Construction Manager	\$132 - \$182
Land Surveyor	\$145 - \$205
Project Administrator	\$82 - \$102
Administrative Assistant	\$62

REIMBURSABLE EXPENSES

1. All equipment, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate. Field Service vehicle mileage will be reimbursed based on \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2023. Rates subject to change annually on January 1.

AGREEMENT

Engineering Services Ryan Road Trunk Sanitary Sewer (From S 76th St to the east side of the Carma Property)

This AGREEMENT, made and entered into this ___ day of January 2025, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Foth Infrastructure and Environment, LLC. (hereinafter "CONTRACTOR"), whose principal place of business is 7044 Ballpark Drive, Ste 200, Franklin, Wi 53132.

WITNESSETH

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 design and construction phase engineering services for the proposed Ryan Road Trunk Sanitary Sewer from S76th St to the east side of the Carma property. (Note that the previous field survey and preliminary design for the Ryan Road Trunk Sanitary Sewer from the May 2023 Agreement between the CLIENT and CONTRACTOR will be utilized for this design effort.)

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 listed on Attachment A.

- 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, at our standard billing rates with a not to exceed budget of \$32,000.00 for design and \$52,000.00 for construction phase engineering services unless construction duration requires additional effort. Services will be provided at the hourly billing rates based upon actual effort, 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 b budget of \$32,000.00 for design and \$52,000.00 for construction phase engineering services unless construction duration requires additional effort. 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 Beardsley, Utility Superintendent, 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, Dan Snyder 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

<p>A. General/Commercial Liability <i>(Must have General/Commercial)</i></p>	<p>\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
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B. Automobile Liability <i>(Must have auto liability)</i>	\$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	\$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>
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>
E. Professional Liability (Errors & Omissions) <i>(If applicable)</i>	\$2,000,000 per claim and in the aggregate

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. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. 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 21, 2025.

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

Foth Infrastructure & Environment LLC.

BY: _____

BY: _____

PRINT NAME: John R. Nelson

PRINT NAME: Thomas J Ludwig

TITLE: Mayor

TITLE: State Operations Director

DATE: _____

DATE: _____

BY: _____

BY _____

PRINT NAME: Shirley J. Roberts

PRINT NAME: _____

TITLE: City Clerk

TITLE: _____

DATE: _____

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: _____



"ATTACHMENT A"

Ballpark Commons Office Building
7044 S Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336-7900
foth.com

Engineering Services
Ryan Road Trunk Sanitary Sewer
(S 76th to Carma)
January 2025

Scope

Design Engineering

Foth will provide professional design engineering services for the Ryan Road Trunk Sewer project which includes approximately 1,100 LF of 8" sanitary sewer extending east along Ryan Rd (STH 100) from the west side of S 76th Street to the existing sewer on the east side of the Carma property. In general, design services will include

- Project Management
- Identification of necessary easements, preparation of up to two (2) descriptions and exhibits
- Utilize previously obtained field survey data, wetland data and sewer sizing from the May 2023 Ryan Road Trunk Sewer project
- Agency and permitting applications (MILW CO, WDNR, WDOT, MMSD)
- Coordination with Milwaukee County for 76th Street and CTH "H" and WDOT for STH "100"
- Progress meetings/updates with City staff
- Final design and preparation of plans & specifications that will include construction, erosion control, and traffic controls and preparation of details as necessary, plan and profiles for sanitary sewer construction (Preliminary plans from the May 2023 Ryan Road Trunk Sewer project will be used)
- Construction access and staging plan
- Prepare engineer's estimate of probable costs
- Bidding services include submittal of advertisement for bid to trade and local publications, posting on Quest, answer prospective bidder questions, issue any addendums, attend the bid opening, analyze the bid tab, prepare a letter of recommendation and prepare contract documents

Note Special Assessments preparation, if needed, to be done by the City

Construction Engineering Services

Foth proposes to provide customary construction engineering services for the project. We are proposing that the following services be provided on a standard hourly rate basis. In general, construction services will include

- Schedule and conduct a preconstruction meeting
- Construction staking
- Monitor quality control and adherence to the project plans and specifications
- Field observation will be on site during all pipe laying and significant activities
- Log and confirm with the contractor's foreman all contract pay quantities
- Monitor and log any changed site conditions encountered during construction
- Monitor that specified erosion control and dust control operations are utilized by the contractor
- Coordinate field measurements for accurate record drawing preparation
- Record drawing preparation

Fees

We propose to provide our services on an hourly basis in accordance with the attached charge out schedule. We estimate the design fees to be approximately \$32,000.00 and the construction engineering fees to be approximately \$52,000.00 unless the construction duration requires additional services.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/21/2025
REPORTS & RECOMMENDATIONS	RESOLUTION TO AWARD THE RYAN ROAD TRUNK SEWER PROJECT TO THE LOWEST BIDDER, THE WANASEK CORP. IN THE AMOUNT OF \$236,780.00	ITEM NUMBER D.15.

BACKGROUND

The City of Franklin sought bids for the Ryan Road Trunk Sewer Project to extend sanitary sewer across 76th St. prior to the scheduled WisDOT project.

ANALYSIS

Eight bids were received on January 16th, 2025 for the City of Franklin Ryan Road Trunk Sewer project. The bids received were as follows (bid tab is included in the packet):

	Base Bid
<i>Engineer's Estimate</i>	\$500,000.00
The Wanasek Corp	\$236,780.00
Globe Contractors, Inc.	\$237,376.95
UPI Construction LLC	\$245,999.00
Willkomm Excavating	\$251,641.82
Vinton Construction Company	\$262,156.25
DK Contractors	\$325,438.00
DF Tomasini Contractors Inc.	\$327,154.77
Reesmans Excavating & Grading, Inc.	\$337,604.15

Following the bid opening on January 16th, The Wanasek Corp. emerged as the lowest responsible bidder, with a base bid amount of \$236,780.00. This bid was significantly below the engineer's estimate of \$500,000.00, presenting a cost-effective opportunity for the City.

Prequalification reviews confirm The Wanasek Corps. capability to meet project requirements. This project is contingent upon the receipt of necessary permits from WISDOT, Milwaukee County, and WDNR, as well as required easement acquisitions.

FISCAL NOTE

The 2025 adopted budget advances \$750,000 from the Sewer Fund to TID No. 9 to ensure funds are available for this project. TID No. 9 will repay the Sewer Fund when tax increment revenue is generated. This project has been accounted for in the 2025 budget.

RECOMMENDATION

Award the Ryan Road Trunk Sewer project to The Wanasek Corp. for \$236,780.00.

COUNCIL ACTION REQUESTED

(Optional) Motion to adopt Resolution No. 2025 - _____, a resolution to award the Ryan Road Trunk Sewer project to The Wanasek Corp. in the amount of \$236,780.00.

DOA – KH; Engineering – MNP; S&W – GEB; Finance - DB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2025 - _____

A RESOLUTION TO AWARD THE RYAN ROAD TRUNK SEWER PROJECT TO THE
LOWEST BIDDER, THE WANASEK CORP. IN THE AMOUNT OF \$236,780.00

WHEREAS, The City of Franklin sought bids for the Ryan Road Trunk Sewer Project to extend sanitary sewer across 76th St. prior to the scheduled WisDOT project.; and

WHEREAS, eight bids were received on January 16, 2025 and The Wanasek Corp. was the lowest responsive and responsible bidder; and

WHEREAS, The Wanasek Corp. is a qualified contractor; and

WHEREAS, it is in the best interest of the City as recommended by the City's Staff to award the contract for the Ryan Road Trunk Sewer Project in the amount of \$236,780.00 to The Wanasek Corp.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, award the Ryan Road Trunk Sewer project to The Wanasek Corp.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Ryan Road Trunk Sewer (#9447270)
 Owner: City of Franklin
 Solicitor: Foth - Milwaukee
 01/16/2025 10:00 AM CST

Item No	Item Description	UoM	Quantity	The Wanasek Corp		Globe Contractors, Inc.		LPH Construction LLC		Willkomm Excavating	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization/Demobilization	LS	1	\$16,250.25	\$16,250.25	\$6,500.00	\$6,500.00	\$2,590.00	\$2,590.00	\$79,127.57	\$79,127.57
2	Traffic Control	LS	1	\$7,201.00	\$7,201.00	\$6,950.00	\$6,950.00	\$10,012.00	\$10,012.00	\$4,169.24	\$4,169.24
3	Clearing & Grubbing	LS	1	\$5,200.00	\$5,200.00	\$9,750.00	\$9,750.00	\$10,340.00	\$10,340.00	\$6,860.77	\$6,860.77
4	Remove and Replace Signing	LS	1	\$1,950.00	\$1,950.00	\$150.00	\$150.00	\$2,650.00	\$2,650.00	\$369.43	\$369.43
5	Tracking Pad w/ Temporary 18" CMP Culvert	Ea	3	\$3,500.00	\$10,500.00	\$3,000.00	\$9,000.00	\$5,928.00	\$17,784.00	\$3,419.45	\$10,258.35
6	Rock Filled Filter Bags	Ea	288	\$17.00	\$4,896.00	\$10.00	\$2,880.00	\$16.50	\$4,752.00	\$15.83	\$4,559.04
7	Silt Fence	Ln Ft	2,419	\$2.25	\$5,442.75	\$2.05	\$4,958.95	\$2.00	\$4,838.00	\$2.11	\$5,104.09
8	8-Inch PVC Sanitary Main, Spoil Backfill	Ln Ft	988	\$100.00	\$99,800.00	\$116.00	\$115,768.00	\$107.00	\$106,786.00	\$92.33	\$92,165.34
9	8-Inch PVC Sanitary Main, Granular Backfill	Ln Ft	34	\$180.00	\$6,120.00	\$197.00	\$6,698.00	\$215.00	\$7,310.00	\$187.88	\$6,387.92
10	8-Inch PVC Sanitary Main, Slurry Backfill	Ln Ft	70	\$560.00	\$39,200.00	\$663.00	\$46,410.00	\$570.00	\$39,900.00	\$284.99	\$19,949.90
11	Sanitary Sewer Manhole, 48-Inch	VF	56	\$610.00	\$34,160.00	\$418.00	\$23,296.00	\$555.00	\$31,080.00	\$468.64	\$26,243.84
12	Connection to Existing Sanitary Sewer Main	Ea	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,889.00	\$3,889.00	\$3,255.17	\$3,255.17
13	18-Inch CMP Culvert	Ln Ft	36	\$85.00	\$3,060.00	\$56.00	\$2,016.00	\$113.00	\$4,068.00	\$88.66	\$3,191.76
Bid Total:					\$236,780.00		\$237,376.95		\$245,998.00		\$251,641.82



Vinton Construction Company		DK Contractors		DF Tomasinl Contractors, Inc.		Reesmans Excavating & Grading, Inc	
Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
\$49,500.00	\$49,500.00	\$72,111.00	\$72,111.00	\$12,875.00	\$12,875.00	\$7,500.00	\$7,500.00
\$6,800.00	\$6,800.00	\$4,090.00	\$4,090.00	\$12,000.00	\$12,000.00	\$20,500.00	\$20,500.00
\$9,750.00	\$9,750.00	\$9,490.00	\$9,490.00	\$11,500.00	\$11,500.00	\$11,000.00	\$11,000.00
\$500.00	\$500.00	\$1.00	\$1.00	\$500.00	\$500.00	\$1,650.00	\$1,650.00
\$500.00	\$1,500.00	\$6,892.00	\$20,676.00	\$6,841.24	\$20,523.72	\$4,600.00	\$13,800.00
\$15.00	\$4,320.00	\$16.00	\$4,608.00	\$16.50	\$4,752.00	\$15.75	\$4,596.00
\$1.96	\$4,717.05	\$2.00	\$4,838.00	\$2.20	\$5,321.80	\$1.85	\$4,475.15
\$106.30	\$106,089.40	\$125.00	\$124,750.00	\$140.25	\$139,969.50	\$193.50	\$199,221.00
\$246.70	\$8,387.80	\$266.00	\$9,044.00	\$432.92	\$14,719.28	\$368.00	\$12,512.00
\$394.30	\$26,901.00	\$473.00	\$33,110.00	\$987.03	\$99,092.10	\$1,155.00	\$90,850.00
\$717.00	\$40,152.00	\$656.00	\$36,736.00	\$429.37	\$24,044.72	\$665.00	\$37,240.00
\$1,425.00	\$1,425.00	\$4,068.00	\$4,068.00	\$5,842.85	\$5,842.85	\$900.00	\$900.00
\$86.50	\$3,114.00	\$91.00	\$2,916.00	\$167.05	\$6,013.80	\$95.00	\$3,420.00
	\$262,156.25		\$325,438.00		\$327,154.77		\$337,604.15





Foth Infrastructure & Environment, LLC Memorandum

Ballpark Commons Office Building
7044 South Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336-7900
foth.com

January 16, 2025

TO: Glen Beardsley
CC: Mike Paulos, Dan Snyder
FR: Michael Yeager
RE: City of Franklin – Ryan Road Trunk Sewer

We have reviewed the bids received on January 16, 2025, for the above referenced project. A bid tabulation is attached. A summary of the bid is as follows:

Contractor	Base Bid
The Wanasek Corp	\$236,780.00
Globe Contractors, Inc	\$237,376.95
UPI Construction LLC	\$245,999.00
Willkomm Excavating	\$251,641.82
Vinton Construction Company	\$262,156.25
DK Contractors	\$325,438.00
DF Tomasini Contractors Inc.	\$327,154.77
Reesmans Exc & Grading, Inc.	\$337,604.15

The City of Franklin has reviewed the prequalification statements for the bidders and has determined that the bidders have met the prequalification requirements.



We recommend awarding the project to The Wanasek Corp. for the total base bid amount of \$236,780.00 contingent upon receipt of WisDOT, Milwaukee County, and WDNR permits and easement acquisition. Their bid is complete and contains all required documentation.

Sincerely,

Foth Infrastructure & Environment, LLC

A handwritten signature in black ink, appearing to read "Michael Yeager".

Michael Yeager, P.E.
Project Civil Engineer

Enclosure
Attachment 1: Bid Tabulation

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/21/25
REPORTS & RECOMMENDATIONS	Standards, Findings and Decision of the City of Franklin Common Council upon the Application of Croatian Eagles Soccer Club, applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance	ITEM NUMBER <i>15.16</i> Ald. Dist. 1

At their meeting on January 8, 2025, the Environmental Commission recommended approval of the Special Exception to natural resource provisions of the Unified Development Ordinance with, conditions as presented at their meeting and as set forth in the attached City of Franklin Environmental Commission document.

The public hearing for this item was opened at the regular meeting of the Plan Commission on January 9, 2025. Following a properly noticed public hearing, the following action was approved: motion to recommend approval of the Croatian Eagles Soccer Club, Natural Resource Features Special Exception pursuant to the Standards, Findings and Decision recommended by the Plan Commission and Common Council consideration of the Environmental Commission recommendations.

Mitigation will take place on the north parcel of the site. Conservation easements for this development must be recorded.

The Plan Commission an Environmental Commission’s recommendations have been reflected in the Decision section of the attached draft Standards, Findings, and Decision document.

COUNCIL ACTION REQUESTED

Adopt the standards, findings and decision of the City of Franklin Common Council upon the application of Croatian Eagles Soccer Club, applicant, for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance.

Draft January 15, 2025

Standards, Findings and Decision
of the City of Franklin Common Council upon
the Application of Croatian Eagles Soccer Club, applicant,
for a Special Exception to Certain Natural Resource Provisions
of the City of Franklin Unified Development Ordinance

Whereas, CROATIAN EAGLES SOCCER CLUB, applicant, having filed an application dated September 3, 2021, for a Special Exception pursuant to Section 15-9.0110 of the City of Franklin Unified Development Ordinance pertaining to the granting of Special Exceptions to Stream, Shore Buffer, Navigable Water-related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature; a copy of said application being annexed hereto and incorporated herein as Exhibit A; and

Whereas, the application having been reviewed by the City of Franklin Environmental Commission and the Commission having made its recommendation upon the application, a copy of said recommendation dated January 8, 2025 being annexed hereto and incorporated herein as Exhibit B; and

Whereas, following a public hearing before the City of Franklin Plan Commission, the Plan Commission having reviewed the application and having made its recommendation thereon as set forth upon the report of the City of Franklin Planning Department, a copy of said report dated January 9, 2025 being annexed hereto and incorporated herein as Exhibit C; and

Whereas, the property which is the subject of the application for a Special Exception is located at 9100 South 76th Street and 9220 South 76th Street, zoned P-1 Park District, and such property is more particularly described upon Exhibit D annexed hereto and incorporated herein; and

Whereas, Section 15-10.0208B. of the City of Franklin Unified Development Ordinance, as amended by Ordinance No. 2003-1747, pertaining to the granting of Special Exceptions to Stream, Shore Buffer, Navigable Water-related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature, provides in part: “The decision of the Common Council upon any decision under this Section shall be in writing, state the grounds of such determination, be filed in the office of the City Planning Manager and be mailed to the applicant.”

Now, Therefore, the Common Council makes the following findings pursuant to Section 15-10.0208B.2.a., b. and c. of the Unified Development Ordinance upon the application for a Special Exception dated October 9, 2024, by CROATIAN EAGLES SOCCER CLUB, applicant, pursuant to the City of Franklin Unified

Development Ordinance, the proceedings heretofore had and the recitals and matters incorporated as set forth above, recognizing the applicant as having the burden of proof to present evidence sufficient to support the following findings and that such findings be made by not less than four members of the Common Council in order to grant such Special Exception.

1. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature): *but rather, applicant states that “the field locations have been in use for many years. The club initially started using the current location in 1956 The UDO was adopted in 1998. The fields that are proposed to be enhanced with light poles cannot be moved without great expense or loss of valuable field playing area.”*

2. That compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:

- a. be unreasonably burdensome to the applicant and that there are no reasonable practicable alternatives: *or*
- b. unreasonably and negatively impact upon the applicant’s use of the property and that there are no reasonable practicable alternatives:

Applicant states: “Agreed There is no reasonable alternative.”

3. The Special Exception, including any conditions imposed under this Section will:

- a. be consistent with the existing character of the neighborhood: *the proposed development with the grant of a Special Exception as requested will be consistent with the existing character of the neighborhood, and*
- b. not effectively undermine the ability to apply or enforce the requirement with respect to other properties: *and*
- c. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement: *and*
- d. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development: *(this finding only applying to an application to improve or enhance a natural resource feature).*

Applicant states: “Agreed The area is bounded by commercial lands (Carmex) to the south, athletic fields to the north and the County Jail to the east There is no negative impact from the proposed lighting.”

The Common Council considered the following factors in making its determinations pursuant to Section 15-10.0208B.2.d. of the Unified Development Ordinance.

1. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks: *The proposed light poles were placed to limit the impact to the wetland setback area to the maximum extent possible.*
2. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district: *Applicant states that "The soccer fields have been in use since 1956. The proposed light poles will enhance the ability to hold soccer practices during late fall and early spring when sun sets earlier."*
3. Existing and future uses of property; useful life of improvements at issue; disability of an occupant: *The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose.*
4. Degree of noncompliance with the requirement allowed by the Special Exception: *The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose.*
5. Proximity to and character of surrounding property: *The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose. The lighting plan does not allow light encroachment over the property line.*
6. Zoning of the area in which property is located and neighboring area: *The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose. The lighting plan does not allow light encroachment over the property line.*
7. Any negative affect upon adjoining property: *The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose. The lighting plan does not allow light encroachment over the property line.*
8. Natural features of the property: *The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose.*
9. Environmental impacts: *The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose.*
11. A recommendation from the Environmental Commission as well as a review and recommendation prepared by an Environmental Commission-selected person knowledgeable in natural systems: *The Environmental Commission recommendation and its reference to the report of January 8, 2025 is incorporated herein.*
12. The practicable alternatives analysis required by Section 15-9.0110C.4. of the Unified Development Ordinance and the overall impact of the entire proposed use or

structure, performance standards and analysis with regard to the impacts of the proposal, proposed design solutions for any concerns under the Ordinance, executory actions which would maintain the general intent of the Ordinance in question, and other factors relating to the purpose and intent of the Ordinance section imposing the requirement: *The Plan Commission recommendation and the Environmental Commission recommendation address these factors and are incorporated herein.*

Decision

Upon the above findings and all of the files and proceedings heretofore had upon the subject application, the Common Council hereby grants a Special Exception for such relief as is described within Exhibit C, upon the conditions:

- 1) that the natural resource features and mitigation areas upon the properties to be developed be protected by a perpetual conservation easement to be approved by the Common Council prior to any development within the areas for which the Special Exception is granted prior to the issuance of any Occupancy Permits;*
- 2) that the applicant obtain all other necessary approval(s) from all other applicable governmental agencies prior to any development within the areas for which the Special Exception is granted;*
- 3) that all development within the areas for which the Special Exception is granted shall proceed pursuant to and be governed by the approved Natural Resource Protection Plan and all other applicable plans for CROATIAN EAGLES SOCCER CLUB, applicant, and all other applicable provisions of the Unified Development Ordinance.*
- 4) The applicant shall provide mitigation by expanding the existing mitigation area.*
- 5) The use of "Dark Sky" shielded light fixtures to limit light pollution.*

The duration of this grant of Special Exception is permanent.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____



City of Franklin Environmental Commission

TO: Common Council
DATE: January 8, 2025
RE: Special Exception application review and recommendation
APPLICATION: Croatian Eagles Soccer Club, Applicant, October 10, 2024
(9100 South 76th Street and 9220 South 76th Street)

I. §15-9.0110 of the Unified Development Ordinance Special Exception to Natural Resource Feature Provisions Application information:

1. Unified Development Ordinance Section(s) from which Special Exception is requested: *The special exception request is related to the placement of light poles within the wetland setback. (UDO-4-15-4.0100.01021 Wetland Setback.)*
2. Nature of the Special Exception requested (description of resources, encroachment, distances and dimensions): *The special exception request is to place seven (7) light poles within the wetland setback. Each poles has an approximate diameter of 15.”*
3. Applicant’s reason for request: *Applicant states that “The Croatian Eagles Soccer Club is investing in facilities to enhance their ability to provide a quality experience. They currently serve approximately 800 kids under the age of 18 and have greatly expanded over the past few years. The club uses temporary lights to stretch practice times. This becomes especially important in the fall and spring seasons when the sun sets early.”*
4. Applicant’s reason why request appropriate for Special Exception: *Applicant states that “This request fits the definition of a Special Exception particularly well. The site use has not changed in nearly 70 years. The club supports youth sports and activities. The proposed lighting does not adversely affect neighboring properties and may instead benefit them. The light pole locations require the special exception to maintain the existing field locations.”*

Staff finds that the proposed site changes are permitted under the UDO, and support the park’s purpose. In general, the applicant and property owner have taken care to utilize the park spaces in a way that is mindful of the property’s natural resources, including conservation of a mature woodland as part of the

park design. The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose.

II. Environmental Commission review of the §15-9.0110C.4.f. Natural Resource Feature impacts to functional values:

1. Diversity of flora including State and/or Federal designated threatened and/or endangered species: *Applicant states that the existing drainage ditch/stream and wetland area has limited wetland flora and no known endangered species*
2. Storm and flood water storage: *None*
3. Hydrologic functions: *None*
4. Water quality protection including filtration and storage of sediments, nutrients or toxic substances: *None*
5. Shoreline protection against erosion: *None*
6. Habitat for aquatic organisms: *None*
7. Habitat for wildlife: *None*
8. Human use functional value: *The proposed site changes are permitted under the UDO, and support the park's purpose. In general, the applicant and property owner have taken care to utilize the park spaces in a way that is mindful of the property's natural resources, including conservation of a mature woodland as part of the park design. The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose*
9. Groundwater recharge/discharge protection: *None*
10. Aesthetic appeal, recreation, education, and science value: *The proposed site changes are permitted under the UDO, and support the park's purpose. In general, the applicant and property owner have taken care to utilize the park spaces in a way that is mindful of the property's natural resources, including conservation of a mature woodland as part of the park design. The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose.*
11. State or Federal designated threatened or endangered species or species of special concern: *None*
12. Existence within a Shoreland: *Not Applicable*

13. Existence within a Primary or Secondary Environmental Corridor or within an Isolated Natural Area, as those areas are defined and currently mapped by the Southeastern Wisconsin Regional Planning Commission from time to time:
Not Applicable

III. Environmental Commission review of the §15-10.0208B.2.d. factors and recommendations as to findings thereon:

1. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature): *Applicant states that “the field locations have been in use for many years. The club initially started using the current location in 1956. The UDO was adopted in 1998. The fields that are proposed to be enhanced with light poles cannot be moved without great expense or loss of valuable field playing area.”*
2. That compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:
 - a. be unreasonably burdensome to the applicants and that there are no reasonable practicable alternatives: _____ ; *or*
 - b. unreasonably and negatively impact upon the applicants’ use of the property and that there are no reasonable practicable alternatives:

Applicant states: “Agreed. There is no reasonable alternative.”

3. The Special Exception, including any conditions imposed under this Section will:
 - a. be consistent with the existing character of the neighborhood; *and*
 - b. not effectively undermine the ability to apply or enforce the requirement with respect to other properties; *and*
 - c. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement; *and*
 - d. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development (*this finding only applying to an application to improve or enhance a natural resource feature*):

Applicant states: “Agreed. The area is bounded by commercial lands (Carmex) to the south, athletic fields to the north and the County Jail to the east. There is no negative impact from the proposed lighting.”

Staff finds that the proposed site changes are permitted under the UDO, and support the park's purpose. In general, the applicant and property owner have taken care to utilize the park spaces in a way that is mindful of the property's natural resources, including conservation of a mature woodland as part of the park design. The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose.

IV. Environmental Commission review of the §15-10.0208B.2.a., b. and c. factors and recommendations as to findings thereon:

1. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks: *The proposed light poles were placed to limit the impact to the wetland setback area to the maximum extent possible.*
2. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district: *Applicant states that "The soccer fields have been in use since 1956. The proposed light poles will enhance the ability to hold soccer practices during late fall and early spring when sun sets earlier."*
3. Existing and future uses of property; useful life of improvements at issue; disability of an occupant: *The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose.*
4. Aesthetics: *The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose.*
5. Degree of noncompliance with the requirement allowed by the Special Exception: *The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose.*
6. Proximity to and character of surrounding property: *The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose. The lighting plan does not allow light encroachment over the property line.*
7. Zoning of the area in which property is located and neighboring area: *The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose. The lighting plan does not allow light encroachment over the property line.*
8. Any negative affect upon adjoining property: *The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose. The lighting plan does not allow light encroachment over the property line.*

9. Natural features of the property: *The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose.*

10. Environmental impacts: *The proposed locations try to minimize impacts and limit the to setbacks while still serving their purpose.*

V. Environmental Commission Recommendation:

The Environmental Commission has reviewed the subject Application pursuant to §15-10.0208B. of the Unified Development Ordinance and makes the following recommendation:

1. The recommendations set forth in Sections III. and IV. Above are incorporated herein.
2. The Environmental Commission recommends [approval] [denial] of the Application upon the aforesaid recommendations for the reasons set forth therein.
3. The Environmental Commission recommends that should the Common Council approve the Application, that such approval be subject to the following conditions:
 - a. Provision of mitigation
 - b. Recording of Conservation Easements
 - c. Use of “Dark Sky” shielded light fixtures

The above review and recommendation was passed and adopted at a regular meeting of the Environmental Commission of the City of Franklin on the 8th day of January, 2025.

Dated this ____ day of _____, 2025.

Jesse Valdez, Chair

Attest:

Amy Serafin, Vice-Chairman



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Item C.1.

Meeting of January 9, 2025

Natural Resource Special Exception

RECOMMENDATION: Department of City Development Staff recommends approval of the request for a Special Exception to Natural Resource Feature Provisions. Staff recommendations are incorporated into the draft Environmental Commission Special Exception Review and Recommendation as recommended conditions of approval.

Project Name:	Croatian Park Lighting NRSE
Property Owner:	Federation of Croatian Societies Inc.
Applicant:	Fredy Jany, Croatian Eagles SC
Property Address/TKN:	9100-9140 S. 76th Street / 884 9995 000
Aldermanic District:	District 1
Agent:	Tim Lynch, Lynch and Associates
Zoning District:	P-1 Park District & C-1 Conservancy District
Use of Surrounding Properties:	Milwaukee County owned land to the north and east, vacant land zoned R-8 to the south and single-family residential to the west
Application Request:	Approval of a Natural Resource Special Exception
Staff Planner:	Marion Ecks, AICP

On October 10, 2024 the applicant filed an application for a Natural Resource Special Exception requesting approvals for the installation of lighting poles within the wetland setback at the Croatian Eagles Park located at 9100 S. 76th Street. The applicants have also applied for a Minor Site Plan Amendment for the installation of the lighting poles.

The property is the southern of two parcels which make up the Croatian Eagles Soccer Club. This sports club consists of several soccer fields and practice areas, futsal courts, and a beer garden. The property is zoned P-1 Parkland. The new lighting is intended to allow for play after dark.

Pursuant to Section 15-10.0208 of the Unified Development Ordinance (UDO), all requests for a Natural Resource Special Exception shall be provided to the Environmental Commission for its review and recommendation.

NATURAL RESOURCE SPECIAL EXCEPTION REQUEST

The requested a Natural Resource Special Exception is for property bearing Tax Key No. 884 9995 000; the southern of the two parcels which make up the club. The property contains wetlands and mature woodlands.

The applicant completed wetland delineations on June 20 of 2020, and identified six (6) areas of wetland on the property, which is part of the Root River watershed.

The proposal is to improve the southern play fields by installing lighting to illuminate them after dark. A total of 19 lights are proposed; the applicant is requesting approval for 7 lights that they state must be located in wetland setbacks.



Natural Resource Mitigation

Mitigation is proposed within the park, by expanding existing wetland buffer areas. §15-4.0103B.4 and §15-4.0103B.5 require that wetland setback and buffer impacts be mitigated by creation of new, high-quality areas of setback and buffer in the amount of 1.5 times the area of impact. Mitigation areas must be protected by a conservation easement, along with existing natural resources. Draft easements documents have been provided for mitigation areas.

The applicant has provided the attached Natural Resource Special Exception Application, Questionnaire, Project Description, and associated information. Staff would note:

- The wetland delineation was prepared by an Assured Delineator.
- The Wisconsin Department of Natural Resources (DNR) does not regulate wetland buffers or setbacks.
- Conservation easements materials for existing natural resources to be preserved have been provided.
- The applicant is proposing mitigation to take place within the park, on the property to the north of these proposed impacts. This request must be approved by Plan Commission, who may require financial sureties for that mitigation.

Environmental Commission Recommendation

Also attached is a document titled, “City of Franklin Environmental Commission” that the Environmental Commission must complete and forward to the Common Council. The questions and statements on this document correspond with the Natural Resource Special Exception (NRSE) application questions and statements that the applicant has answered and addressed. Staff recommendations were incorporated into the draft Environmental Commission Special Exception Review and Recommendation as proposed conditions of approval. These recommendations are further contained in the decisions section of the attached draft Standards, Findings and Decision of the City of Franklin document.

The Environmental Commission reviewed this application at their January 8, 2025 meeting. As timing required that this report be completed prior to the Environmental Commission meeting, staff will convey the results to the Plan Commission during their review presentation.

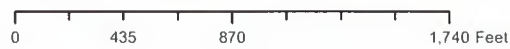
CONCLUSION AND STAFF RECOMMENDATION

Staff finds that the application is reasonable and recommends approval of the proposed NRSE, subject to recommended conditions of approval.

9100 S. 76th Street & 9220 S. 76th Street
 TKNs 884 9995 000 & 884 9996 000



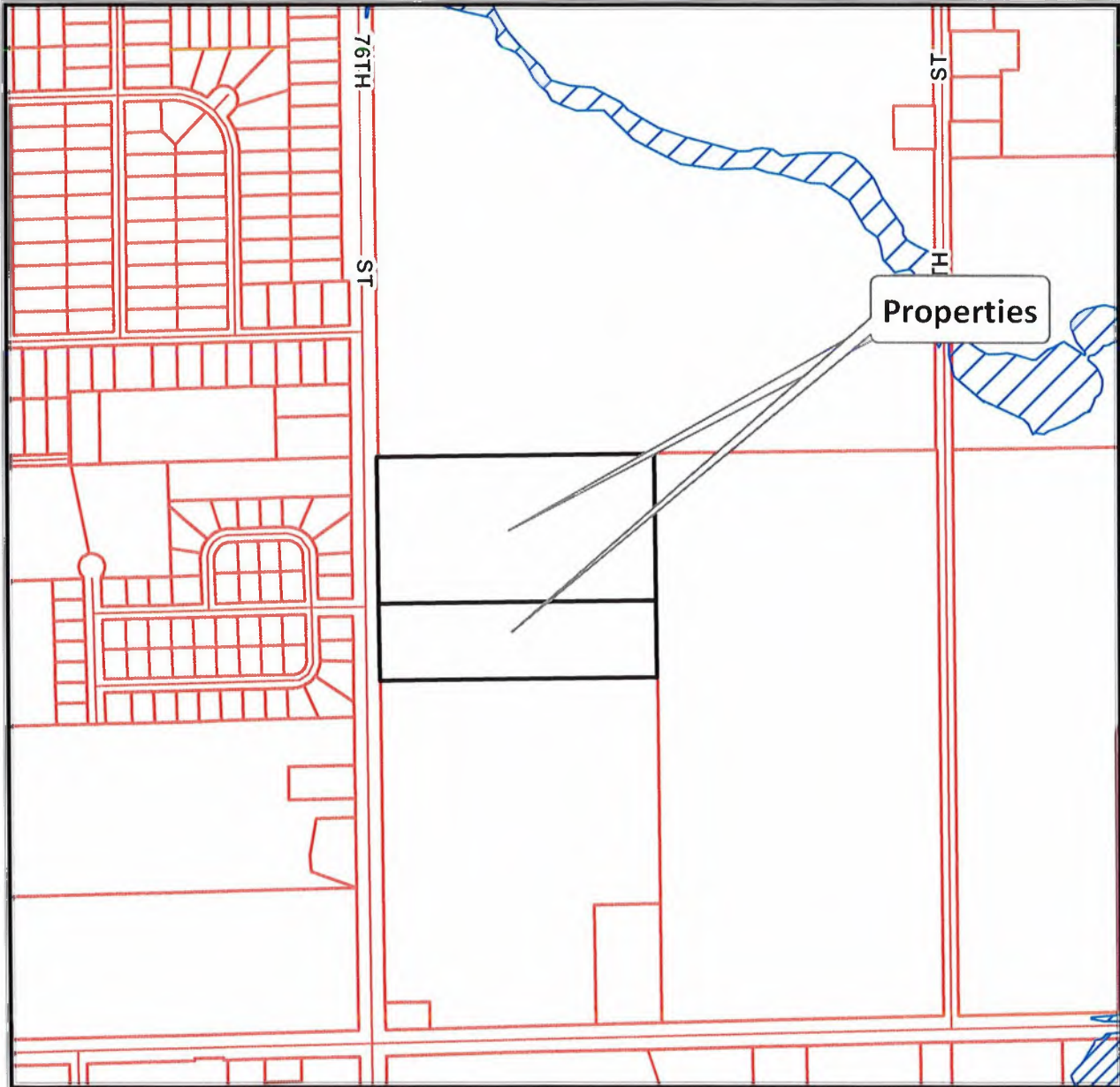
Planning Department
 (414) 425-4024



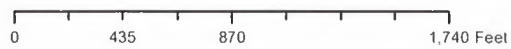
2021 Aerial Photo

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.

9100 S. 76th Street & 9220 S. 76th Street
TKNs 884 9995 000 & 884 9996 000



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.



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

November 21, 2024

City of Franklin
Plan Commission
Franklin City Hall
9229 W. Loomis Rd

Re: NRSE for Lighting: Croatian Eagles Soccer Club

Dear Plan Commission:

We are requesting approval from the Plan Commission to approve the installation of 7 light poles within the wetland setback on the southern parcel of 9140 S 76th St. There is an existing conservation easement, included in the Federation Pavilion Project, which was designed to account for anticipated impacts for addition of up to 12 light poles within the wetland setback on the southern parcel. We are asking the plan commission to approve the installation of 7 light poles within the wetland setback.

Planned activities on the southern parcel will result in unavoidable impacts within the wetland setback. These impacts are minimal and within thresholds for NRSE compliance. The northern parcel includes a conservation easement previously established during the Federation Project. This easement was purposefully designed to provide long-term wetland protection and mitigation. During the original planning and approval phases of the Federation Project, the northern conservation easement incorporated allowances for impacts originating from the southern parcel.

We respectfully request that the Plan Commission approve the use of the existing conservation easement on the northern parcel to mitigate wetland impacts from the southern parcel. This approach aligns with the original intent of the Federation Project and ensures efficient, effective, and environmentally responsible planning.

LYNCH & ASSOCIATES –
ENGINEERING CONSULTANTS, LLC

Timothy C. Lynch, PE
Principal

Fredy Jany
President, Croatian Eagles Soccer Club



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

MEMORANDUM

Date: November 21, 2024

To: Marion Ecks, AICP, Principal Planner

From: Freddy Jany, Croatian Eagles SC

Copy: Tim Lynch, PE

Subject: Staff Comments, Croatian Eagles NRSE for Lighting Comment Response

Please see the responses to comments below in red.

1. Please differentiate between the quantity of temporary impacts to natural resources related to installation of these poles, versus permanent impacts on the NRPP Table.
NRPP table has been updated to better illustrate temporary versus permanent impacts.
2. If there are wetland buffer impacts related to installation, please provide a mitigation / restoration proposal that meets the standards of §15-4.0103.B.5.
 - a. Will mitigation occur on the north lot or the south lot? If not on the same lot, this must be authorized by Plan Commission. Please request this authorization in resubmittal materials.
Letter to plan commission has been included in this submittal.
3. Note that §15-4.0103D allows for financial sureties to be required for restoration. Plan Commission may choose to impose this requirement on landscape and restoration plans. Staff recommends a maintenance period of a minimum 3 years to allow for plants to establish.
We will comply with what the plan commission decides.
4. Please revise the Q&A to stipulate the section of code the request is related to: §UDO-4-15-4.0100.0102I Wetland Setbacks.
Q&A has been updated to read per stipulated code.
5. Please submit conservation easements for areas of natural resources to be preserved.
Conservation easement legal discription has been included in submittal.

Natural Resource Special Exception Question and Answer Form

Section 1: Per Section 15-9.0110, Applications for a Special Exception to stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback provisions, and for improvements or enhancements to a natural resource feature of this Ordinance shall include the following:

- A. Name and address of the applicant and all abutting and opposite property owners of records. *(Please attach supplemental documents as necessary)*

- B. Plat of survey. Plat of survey prepared by a registered land surveyor showing all of the information required under §15-9.0102 of this Ordinance for a Zoning Compliance Permit. *(Please attach)*

- C. Questions to be answered by the applicant. Items on the application to be provided in writing by the applicant shall include the following:

- 1. Indication of the section(s) of the UDO for which a Special Exception is requested.
The special exception request is related to the placement of light poles within the wetland setback. This request would be for section UDO-4-15-4.0100.0102I Wetland Setback.

- 2. Statement regarding the Special Exception requested, giving distances and dimensions where appropriate.
The special exception request includes the installation of 7 light poles within the wetland setback. The poles have an approximate diameter of 15" each.

- 3. Statement of the reason(s) for the request.
The Croatian Eagles Soccer Club is investing in facilities to enhance their ability to provide a quality experience. They currently serve approximately 800 kids under the age of 18 and have greatly expanded over the past few years. The club uses temporary lights to stretch practice times. This becomes especially important in the fall and spring seasons when the sun sets early.

- 4. Statement of the reasons why the particular request is an appropriate case for a Special Exception, together with any proposed conditions or safeguards, and the reasons why the proposed Special Exception is in harmony with the general purpose and intent of the Ordinance. In addition, the statement shall address any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district, including a practicable alternative analysis as follows:
This request fits the definition of a Special Exception particularly well. The site use has not changed in nearly 70 years. The club supports youth sports and activities. The proposed lighting does not adversely affect neighboring properties and may instead benefit them. The light pole locations require the special exception to maintain the existing field locations.

a. Background and Purpose of the Project.

- i. Describe the project and its purpose in detail. Include any pertinent construction plans.

The project includes permanent light poles for existing soccer fields. Currently the club uses temporary gas powered light bases to illuminate the fields in during evening practice. The lights are challenging to operate and maintain and costly to rent each season. The permanent lights will provide a much better and safer lighting solution.

- ii. State whether the project is an expansion of an existing work or new construction.

The light poles are new construction to support the existing soccer fields that have been in use for many decades.

- iii. State why the project must be located in or adjacent to the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback to achieve its purpose.

The light poles are located to limit impact to the wetland area. The proposed locations limit the impact to wetlands, however the field area and player safety require the poles to be placed outside of and a distance away from the playing surface.

b. Possible Alternatives.

- i. State all of the possible ways the project may proceed without affecting the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback as proposed.

The light poles permit was submitted in 2 stages. Seven of the nineteen light poles are located inside of the wetland setback area. The light poles in this application do not have an alternative location.

- ii. State how the project may be redesigned for the site without affecting the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback.

There is no alternative to provide field lighting outside of the wetland setback area without greatly impacting the existing soccer fields.

- iii. State how the project may be made smaller while still meeting the project's needs.

The light poles in the wetland setback area were minimized to the maximum extent possible without impacting the lighting of the fields.

iv. State what geographic areas were searched for alternative sites.

None. Did not consider relocating the soccer park.

v. State whether there are other, non-stream, or other non-navigable water, non-shore buffer, non-wetland, non-wetland buffer, and/or non-wetland setback sites available for development in the area.

None. Did not consider relocating the soccer park.

vi. State what will occur if the project does not proceed.

The club will be forced to continue renting and operating gas powered temporary lights. The temporary lights are loud and provide significantly less light than permanent, LED lights would produce.

c. Comparison of Alternatives.

i. State the specific costs of each of the possible alternatives set forth under sub.2., above as compared to the original proposal and consider and document the cost of the resource loss to the community.

N/A

ii. State any logistical reasons limiting any of the possible alternatives set forth under sub. 2., above.

None. Did not consider relocating the soccer park.

iii. State any technological reasons limiting any of the possible alternatives set forth under sub. 2., above.

None. Did not consider relocating the soccer park.

iv. State any other reasons limiting any of the possible alternatives set forth under sub. 2., above.

None. Did not consider relocating the soccer park.

- d. Choice of Project Plan. State why the project should proceed instead of any of the possible alternatives listed under sub.2., above, which would avoid stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback impacts.

We do not have a reasonable alternative that would provide lighting of the fields without light bases being placed in the wetland setback area.

- e. Stream or Other Navigable Water, Shore Buffer, Wetland, Wetland Buffer, and Wetland Setback Description. Describe in detail the stream or other navigable water shore buffer, wetland, wetland buffer, and/or wetland setback at the site which will be affected, including the topography, plants, wildlife, hydrology, soils and any other salient information pertaining to the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback.

The light poles bases are being proposed just outside of the existing soccer field locations. These areas are currently mowed and manicured grass field areas. There will be no/limited impact to the wetland setback area.

- f. Stream or Other Navigable Water, Shore Buffer, Wetland, Wetland Buffer, and Wetland Setback Impacts. Describe in detail any impacts to the above functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback:

- i. Diversity of flora including State and/or Federal designated threatened and/or endangered species.

The existing drainage ditch/stream and wetland area has limited wetland flora and no known endangered species.

- ii. Storm and flood water storage.

There will be no impact to the hydrology of the stream based on the light pole base installations.

- iii. Hydrologic functions.

The stream conveys stormwater during rain events, but is typically a dry bed stream. There will be no impact to the hydrological function.

-
-
- iv. Water quality protection including filtration and storage of sediments, nutrients or toxic substances.

No impact.

- v. Shoreline protection against erosion.

No impact.

- vi. Habitat for aquatic organisms.

No impact.

- vii. Habitat for wildlife.

No impact.

- viii. Human use functional value.

No impact.

- ix. Groundwater recharge/discharge protection.

No impact.

- x. Aesthetic appeal, recreation, education, and science value.

No impact.

xi. Specify any State or Federal designated threatened or endangered species or species of special concern.

No impact.

xii. Existence within a Shoreland.

No impact.

xiii. Existence within a Primary or Secondary Environmental Corridor or within an Isolated Natural Area, as those areas are defined and currently mapped by the Southeastern Wisconsin Regional Planning Commission from time to time.

No impact. The wetland area on the property is not within a mapped environmental corridor.

g. Water Quality Protection. Describe how the project protects the public interest in the waters of the State of Wisconsin.

No impact; the light poles bases will not affect the waters of the State of Wisconsin.

5. Date of any previous application or request for a Special Exception and the disposition of that previous application or request (if any).

None.

D. Copies of all necessary governmental agency permits for the project or a written statement as to the status of any application for each such permit. *(Please attach accordingly)*

Section 2: Staff recommends providing statements to the following findings that will be considered by the Common Council in determining whether to grant or deny a Special Exception to the stream, shore buffer, navigable water-related, wetland, wetland buffer and wetland setback regulations of this Ordinance and for improvements or enhancements to a natural resource feature, per Section 15-10.0208B.2. of the Unified Development Ordinance.

- a. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature):

The field locations have been in use for many years. The club initially started using the current location in 1956. The UDO was adopted in 1998. The fields that are proposed to be enhanced with light poles cannot be moved without great expense or loss of valuable field playing area.

- b. Compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:

- i. be unreasonably burdensome to the applicants and that there are no reasonable practicable alternatives:

Agreed. There is no reasonable alternative.

_____ ; or

- ii. unreasonably and negatively impact upon the applicants' use of the property and that there are no reasonable practicable alternatives:

Agreed. There is not reasonable alternative.

- c. The Special Exception, including any conditions imposed under this Section will:

- i. be consistent with the existing character of the neighborhood:

Agreed. The area is bounded by commercial lands (Carmex) to the south, athletic fields to the north and the County Jail to the east. There is no negative impact from the proposed lighting.

_____ ; and

- ii. not effectively undermine the ability to apply or enforce the requirement with respect to other properties:

Agreed.

_____ ; and

- iii. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement:

Agreed.

_____ ; and

- iv. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development (*this finding only applying to an application to improve or enhance a natural resource feature*):

N/A.

d. In making its determinations, the Common Council shall consider factors such as:

- i. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks:

The proposed light poles were placed to limit the impact to the wetland setback area to the maximum extent possible.

- ii. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district:

The soccer fields have been in use since 1956. The proposed light poles will enhance the ability to hold soccer practices during late fall and early spring when sun sets earlier.

- iii. Existing and future uses of property; useful life of improvements at issue; disability of an occupant:

No Impact.

- iv. Aesthetics:

No Impact.

- v. Degree of noncompliance with the requirement allowed by the Special Exception:

Limited impact. The request includes 7 light poles within the wetland setback area.

vi. Proximity to and character of surrounding property:
The surrounding uses will not have any adverse affects from the light poles.

vii. Zoning of the area in which property is located and neighboring area:
The parcel is zoned P-1. The zoning to the north and east is A-1 with I-1 further east (County Jail) and there is M-1 zoning (Carmex) to the south.

viii. Any negative affect upon adjoining property:
No Impact.

ix. Natural features of the property:
No Impact.

x. Environmental impacts:
No Impact.

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 Helianthus 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 662 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:

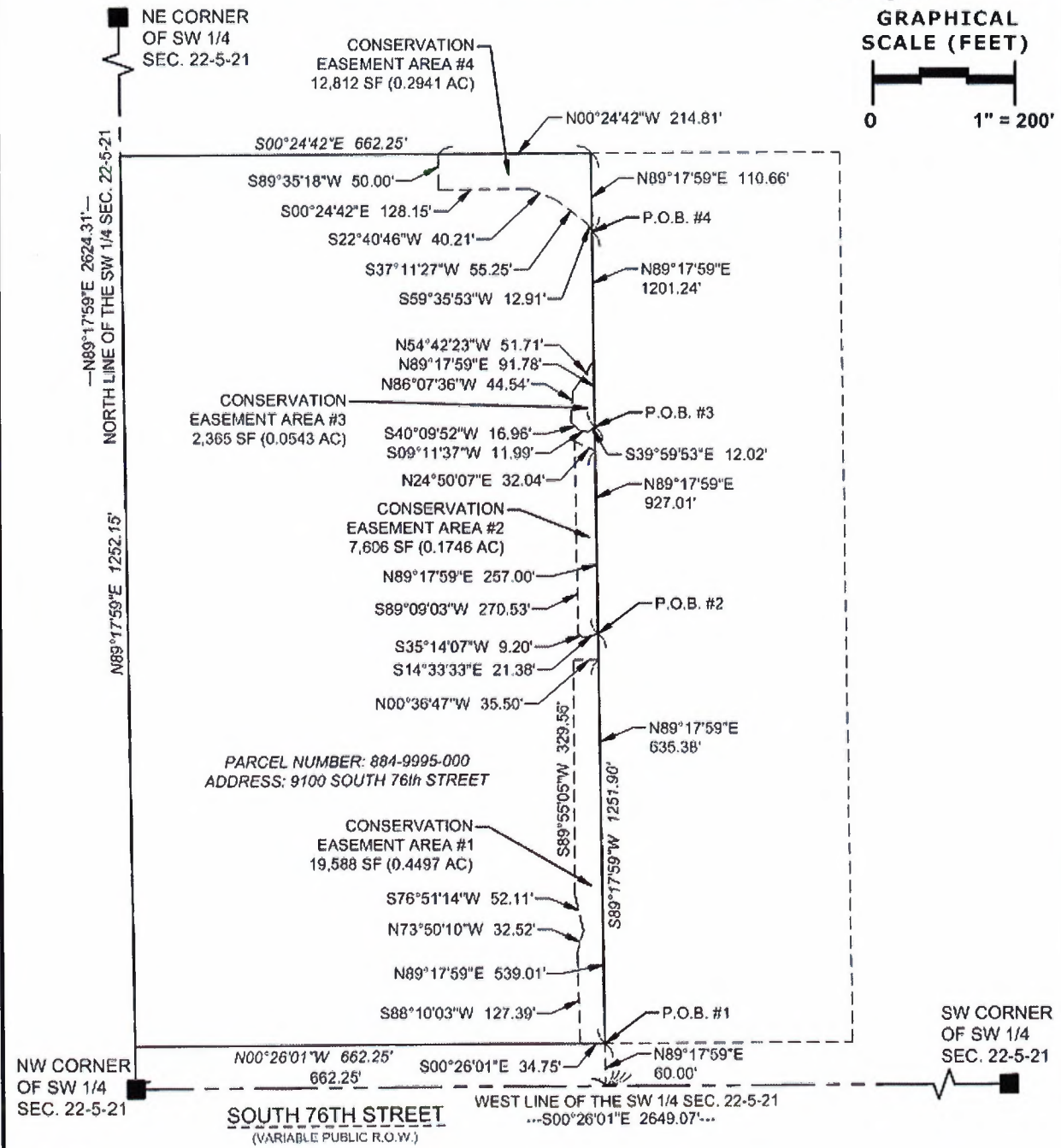
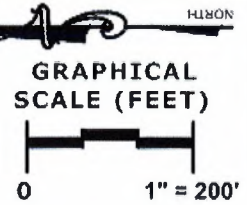
Commencing at the northwest corner of said Southwest 1/4; thence South 00°26'01" East along the west line of said Southwest 1/4, 662.25 feet; thence North 89°17'59" East 927.01 feet to the place of beginning of the land hereinafter to be described (POB #3); thence continuing North 89°17'59" East 91.78 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)



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

DATE: 01/23/2024
 PEG JOB # 2063.00

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
generalplanning@franklinwi.gov
 (414) 425-4024
franklinwi.gov



APPLICATION DATE: _____

START DATE: _____

NATURAL RESOURCE SPECIAL EXCEPTION APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME: Fredy Jany	NAME: Tim Lynch
COMPANY: Croatian Eagles, SC	COMPANY: Lynch & Associates Engineering Consultants
MAILING ADDRESS: 9140 S. 76th Street	MAILING ADDRESS: 440 Milwaukee Avenue
CITY/STATE: Franklin, WI ZIP: 53132	CITY/STATE: Burlington, WI ZIP: 53105
PHONE:	PHONE: 262-402-5040
EMAIL ADDRESS: fmjany@gmail.com	EMAIL ADDRESS: tlynch@lynch-engineering.com

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: 9100 S 76th Street, Franklin, WI 53132	TAX KEY NUMBER: 8849995000
PROPERTY OWNER: Federation of Croatian Society	PHONE: 414-530-1133
MAILING ADDRESS: P.O. Box 341548	EMAIL ADDRESS: tomkuzmanovic@gmail.com
CITY/STATE: West Milwaukee, WI ZIP: 53235-1548	DATE OF COMPLETION:

APPLICATION MATERIALS

The following materials must be submitted with this application form. *incomplete applications and submittals cannot be reviewed.

- This application form accurately filled out with signature or authorization letters (see below).
- \$500 Application fee payable to the City of Franklin
- Word Document Legal description for the subject property.
- Three (3) collated sets of the following ...
 - Three (3) folded full size Plats of Survey, drawn to scale copies on 24" X 36" paper as required by Section 15-9.0110(B) of the Unified Development Ordinance.
 - Three (3) folded full size of the Natural Resource Protection Plan drawn to scale copies on 24" X 36" paper, see Sections 15-4.0102 and 15-7.0201 for information that must be denoted on or included with the NRPP.
 - Three (3) copies of the Natural Resource Protection Report if applicable. (see Section 15-7.0103Q of the UDO).
- One copy of all necessary governmental agency permits for the project or a written statement as to the status of any application for each such permit.
- Email or flash drive with all plans/submittal materials.

Natural Resource Special Exception requests require review by the Environmental Commission, public hearing at and review by the Plan Commission, and Common Council approval prior to recording with Milwaukee County Register of Deeds.

Applicant is responsible for providing Plan Commission and Environmental Commission resubmittal materials up to 12 copies pending staff request and comments.

SIGNATURES

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).

I, the applicant, certify that I have read the above page detailing the requirements for NRSE approval and submittals and understand that incomplete applications and submittals cannot be reviewed.

PROPERTY OWNER SIGNATURE:	APPLICANT SIGNATURE:
NAME & TITLE: Tomislav Kuzmanovic, President DATE: 5/1/2024	NAME & TITLE: Fredy Jany, President CESC DATE: 5/1/2024
PROPERTY OWNER SIGNATURE:	APPLICANT REPRESENTATIVE SIGNATURE:
NAME & TITLE: DATE:	NAME & TITLE: DATE:

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 01/21/25</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Ordinance to amend §15-10.0102 Membership, of the Unified Development Ordinance (UDO) to change the Plan Commission membership to remove the City Engineer member and in place thereof provide an alderperson to serve on the Plan Commission (City of Franklin, applicant).</p>	<p style="text-align: center;">ITEM NUMBER D.17.</p>

The Plan Commission held a public hearing for this item on December 19, 2024, and entered into a roll call vote to recommend approval of this ordinance. The vote was four ‘ayes’, one ‘no’ and one absence (4-1-1), even though four votes are sufficient to pass a motion, such motion failed due to lack of a move and a second.

The Plan Commission heard this item again on January 9, the motion to recommend approval failed with a vote of 3-1-2, three ‘ayes’, one ‘no’ and two absences.

The following documents are attached to this packet:

- Staff report.
- Draft ordinance.
- Council action sheet dated November 6, 2024.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2025-_____, to amend §15-10.0102 Membership, of the Unified Development Ordinance (UDO) to change the Plan Commission membership to remove the City Engineer member and in place thereof provide an alderperson to serve on the Plan Commission (City of Franklin, applicant).

Meeting of January 9, 2025

Unified Development Ordinance (UDO) Text Amendment

RECOMMENDATION: City Development Staff recommends approval of the attached ordinance to amend Section 15-10.0102 Membership of the Unified Development Ordinance

Project Name: Plan Commission Membership, remove the City Engineer member and in place thereof provide an alderperson to serve on the Plan Commission

Project Address: City-wide

Prepared by: City Development staff

Action Requested: A motion to recommend approval of the attached ordinance, and authorize staff to amend the Plan Commission Administrative Procedures and Regulations if this ordinance is adopted

Staff: Régulo Martínez-Montilva, Planning Manager

On November 6, the Common Council carried a motion to approve the filing of an application for a Unified Development Ordinance text amendment for An Ordinance to amend §15-10 0102 Membership, of the Unified Development Ordinance to Change the Plan Commission Membership to Remove the City Engineer Member and in Place Thereof Provide an Alderperson to Serve on the Plan Commission, which is the ordinance being presented before the Plan Commission tonight.

The Plan Commission held a public hearing for this item on December 19, 2024, and entered into a roll call vote for a motion to recommend approval of this ordinance. The vote was four ‘ayes’, one ‘no’ and one absence (4-1-1), even though four votes are sufficient to carry a motion, such motion failed due to lack of a move and a second. Therefore, this ordinance is being presented again to the Plan Commission for reconsideration.

With regards to the Plan Commission membership, the Unified Development Ordinance states:

§15-10.0102 Membership

The City Plan Commission shall consist of the Mayor who shall be its presiding officer, an alderman appointed by the Mayor and confirmed by the Common Council who shall serve for one year unless the office becomes vacant, the City Engineer and four citizens, three appointed for three-year terms and one citizen appointed for a one-year term In the absence of the City Engineer ("absence" meaning and including, but not limited to the office of City Engineer being vacant), the Assistant City Engineer shall serve in the membership position of the City Engineer on the City Plan Commission.

In consideration of the offices of the City Engineer and the Assistant City Engineer currently being vacant, and that akin to the other City Departments and Officers working upon development matters, i.e., the Planning Department, the Economic Development Director, etc., the Engineering Department

staff will be present at Plan Commission meetings involving a subject matter upon which the Engineering Department has provided services to provide information thereon, an amendment to the Plan Commission membership to be considered is as follows:

§15-10.0102 Membership

The City Plan Commission shall consist of the Mayor who shall be its presiding officer, ~~two~~^{an} ~~Alderpersons~~^{man} appointed by the Mayor and confirmed by the Common Council who shall serve for one year unless the office becomes vacant, ~~the City Engineer~~ and four citizens, three appointed for three-year terms and one citizen appointed for a one-year term. ~~In the absence of the City Engineer ("absence" meaning and including, but not limited to the office of City Engineer being vacant), the Assistant City Engineer shall serve in the membership position of the City Engineer on the City Plan Commission.~~

Staff Recommendation:

City Development Staff recommends approval of the attached ordinance to amend Section 15-10.0102 Membership of the Unified Development Ordinance.

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND §15-10.0102 MEMBERSHIP, OF THE UNIFIED DEVELOPMENT ORDINANCE TO CHANGE THE PLAN COMMISSION MEMBERSHIP TO REMOVE THE CITY ENGINEER MEMBER AND IN PLACE THEREOF PROVIDE AN ALDERPERSON TO SERVE ON THE PLAN COMMISSION

WHEREAS, §15-10.0102 of the Unified Development Ordinance provides that the City Plan Commission shall consist of the Mayor who shall be its presiding officer, an alderman appointed by the Mayor and confirmed by the Common Council who shall serve for one year unless the office becomes vacant, the City Engineer (in the absence of the City Engineer, the Assistant City Engineer) and four citizens; and

WHEREAS, in consideration of the offices of the City Engineer and the Assistant City Engineer currently being vacant, and that akin to the other City Departments and Officers working upon development matters, i.e., the Planning Department, the Economic Development Director, etc., the Engineering Department staff will be present at Plan Commission meetings involving a subject matter upon which the Engineering Department has provided services to provide information thereon, an amendment to the Plan Commission membership to provide an Alderperson member in lieu of the City Engineer member has been arrived at to move the overall Plan Commission process forward to provide a broader range of review; and

WHEREAS, the Plan Commission having reviewed the subject amendment, and having held a public hearing on the proposal on the ____ day of _____, 2024 and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council having accepted the recommendation of the Plan Commission and having determined that the proposed amendment will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

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

SECTION 1: §15-10.0102 Membership, of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin, pertaining to the Plan Commission Membership, the introductory paragraph only, is hereby amended to read as follows *[note: deletions appear in strike-through text; additions appear in double-underlined text; unchanged text is not highlighted]*:

The City Plan Commission shall consist of the Mayor who shall be its presiding officer, two ~~an~~ Alderpersons ~~man~~ appointed by the Mayor and confirmed by the Common Council who shall serve for one year unless the office becomes vacant, ~~the City Engineer~~ and four citizens, three appointed

~~for three-year terms and one citizen appointed for a one-year term. In the absence of the City Engineer ("absence" meaning and including, but not limited to the office of City Engineer being vacant), the Assistant City Engineer shall serve in the membership position of the City Engineer on the City Plan Commission.~~

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 _____, 2025, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

Item C.1.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE November 6, 2024
REPORTS AND RECOMMENDATIONS	Request for the Common Council to approve the filing of an application for a Unified Development Ordinance text amendment for An Ordinance to amend §15-10.0102 Membership, of the Unified Development Ordinance to Change the Plan Commission Membership to Remove the City Engineer Member and in Place Thereof Provide an Alderperson to Serve on the Plan Commission	ITEM NUMBER 15.11.

With regard to the Plan Commission membership, the Unified Development Ordinance states:

§15-10.0102 Membership

The City Plan Commission shall consist of the Mayor who shall be its presiding officer, an alderman appointed by the Mayor and confirmed by the Common Council who shall serve for one year unless the office becomes vacant, the City Engineer and four citizens, three appointed for three-year terms and one citizen appointed for a one-year term. In the absence of the City Engineer ("absence" meaning and including, but not limited to the office of City Engineer being vacant), the Assistant City Engineer shall serve in the membership position of the City Engineer on the City Plan Commission.

In consideration of the offices of the City Engineer and the Assistant City Engineer currently being vacant, and that akin to the other City Departments and Officers working upon development matters, i.e., the Planning Department, the Economic Development Director, etc., the Engineering Department staff will be present at Plan Commission meetings involving a subject matter upon which the Engineering Department has provided services to provide information thereon, an amendment to the Plan Commission membership to be considered is as follows:

§15-10.0102 Membership

The City Plan Commission shall consist of the Mayor who shall be its presiding officer, ~~two an Alderpersonsman~~ appointed by the Mayor and confirmed by the Common Council who shall serve for one year unless the office becomes vacant, ~~the City Engineer~~ and four citizens, three appointed for three-year terms and one citizen appointed for a one-year term. In the absence of the City Engineer ("absence" meaning and including, but not limited to the office of City Engineer being vacant), ~~the Assistant City Engineer~~ shall serve in the membership position of the City Engineer on the City Plan Commission.

COUNCIL ACTION REQUESTED

A motion to approve the filing of an application for a Unified Development Ordinance text amendment for An Ordinance to amend §15-10.0102 Membership, of the Unified Development Ordinance to Change the Plan Commission Membership to Remove the City Engineer Member and in Place Thereof Provide an Alderperson to Serve on the Plan Commission.

Mayor Nelson

<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 01/21/25</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">Ordinance to amend the Unified Development Ordinance (UDO) to define “Developer’s deposit” in Section 15-11.0103 Specific words and phrases (City of Franklin, applicant).</p>	<p align="center">ITEM NUMBER M.18.</p>

At its December 19, regular meeting, the Plan Commission carried a motion to recommend approval of this ordinance, the vote was 4-0-1: four ‘ayes’, no ‘noes’ and one absence.

The following documents are attached to this packet:

- Staff report.
- Draft ordinance.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2025-_____, to amend the Unified Development Ordinance (UDO) to define “Developer’s deposit” in Section 15-11.0103 Specific words and phrases (City of Franklin, applicant).



**CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION**

Item C.2

Meeting of December 19, 2024

Unified Development Ordinance (UDO) Text Amendment

RECOMMENDATION: City Development Staff recommends approval of the attached ordinance to define “DEVELOPER’S DEPOSIT” in Section 15-11.0103 *Specific Words and Phrases* of the Unified Development Ordinance

Project Name: Developer’s deposit definition
Project Address: City-wide
Prepared by: City Development staff
Action Requested: A motion to recommend approval of the attached ordinance
Staff: Régulo Martínez-Montilva, Planning Manager

On August 6, the Common Council updated the Fee Schedule for zoning and land division applications (Ord. 2024-2628), including a new developer’s deposit for Planned Development Districts and Preliminary Plat applications as shown below:

(*) Planned Development District (PDD) and Preliminary Plat applications: a \$3,000 developer's deposit is required in addition to filing fees at the time of submittal, it may require replenishment.

The procedure for developer’s deposits is as follows:

- The applicant pays filing fee and developer’s deposit at the time of submittal.
- City staff creates an escrow account for the developer’s deposit.
- City Development staff tracks time for the following activities: preparation of review comments, staff report, drafting resolution and/or ordinance, correspondence with applicant, meetings with applicants as well as boards/commission meetings.
- City Developments staff stops tracking time when staff informs the applicant about the decision of the governing body on the subject application. The developer’s deposit cannot be used for post-approval follow-up on conditions of approval.
- City staff issues a refund of the deposit’s remaining balance.
- If the developer’s deposit is depleted before a decision is made, it requires replenishment in the amount establish by the ordinance (\$3,000).

However, the Unified Development Ordinance lacks a definition of developer’s deposit, therefore staff prepared the attached ordinance to provide for the following definition:

DEVELOPER’S DEPOSIT.

A financial deposit to the City by an applicant to pay for administrative and consulting fees incurred by the City in the process and/or reviewing a proposal or application, in addition to the filing fee set forth in the Fee Schedule in §15-9.0401. The deposit amount and types

of applications that require a developer's deposit are set in the Fee Schedule. The disbursement of leftover developer's deposit monies shall occur after a decision has been made on the application by the approving authority. The City may require replenishment of developer's deposit if the monies have been depleted before a decision has been made on the application.

The hourly rate for administrative and consulting fees shall be calculated as follows: (1) for in-house planners, the average of all planning staff wages plus benefits as calculated by the Finance Department, which rate the City may update on a yearly basis; (2) for outside consultants, the then applicable hourly rate as has been set by Common Council Resolution."

Staff Recommendation:

City Development Staff recommends approval of the attached ordinance to define "DEVELOPER'S DEPOSIT" in Section 15-11.0103 Specific Words and Phrases of the Unified Development Ordinance.

ORDINANCE NO. 2025-____

ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE
TO DEFINE “DEVELOPER’S DEPOSIT” IN SECTION 15-11.0103
SPECIFIC WORDS AND PHRASES
(CITY OF FRANKLIN, APPLICANT)

WHEREAS, Section 15-11.0103 of the Unified Development Ordinance defines specific words and phrases; and

WHEREAS, the City of Franklin having applied for a text amendment to define “DEVELOPER’S DEPOSIT” in Section 15-11.0103 SPECIFIC WORDS AND PHRASES; and

WHEREAS, the Plan Commission having reviewed the proposed amendment to define “DEVELOPER’S DEPOSIT” in Section 15-11.0103 SPECIFIC WORDS AND PHRASES, and having held a public hearing on the proposal on the ____th day of _____, 20__ and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council having accepted the recommendation of the Plan Commission and having determined that the proposed amendment 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, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: Section 15-11.0103 SPECIFIC WORDS AND PHRASES is hereby amended as follows: add “DEVELOPER’S DEPOSIT. A financial deposit to the City by an applicant to pay for administrative and consulting fees incurred by the City in the process and/or reviewing a proposal or application, in addition to the filing fee set forth in the Fee Schedule in §15-9.0401. The deposit amount and types of applications that require a developer’s deposit are set in the Fee Schedule. The disbursal of leftover developer’s deposit monies shall occur after a decision has been made on the application by the approving authority. The City may require replenishment of developer’s deposit if the monies have been depleted before a decision has been made on the application.

The hourly rate for administrative and consulting fees shall be calculated as follows: (1) for in-house planners, the average of all planning staff wages plus benefits as calculated by the Finance Department, which rate the City may update on a yearly basis; (2) for outside consultants, the then applicable hourly rate as has been set by Common Council Resolution.”

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 _____, 2025, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

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 January 21, 2025
REPORTS AND RECOMMENDATIONS	An Ordinance to Amend §10-7 Parks Commission, of the Municipal Code to Add and Incorporate the Powers and Duties of the Environmental Commission and to Add the Current Members Thereof to be Members of the Parks Commission, and to Repeal and Rescind §10-14 Environmental Commission, of the Municipal Code	ITEM NUMBER 15.19.

A copy of An Ordinance to Amend §10-7 Parks Commission, of the Municipal Code to Add and Incorporate the Powers and Duties of the Environmental Commission and to Add the Current Members Thereof to be Members of the Parks Commission, and to Repeal and Rescind §10-14 Environmental Commission, of the Municipal Code, is annexed hereto.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Amend §10-7 Parks Commission, of the Municipal Code to Add and Incorporate the Powers and Duties of the Environmental Commission and to Add the Current Members Thereof to be Members of the Parks Commission, and to Repeal and Rescind §10-14 Environmental Commission, of the Municipal Code.

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND §10-7 PARKS COMMISSION, OF THE MUNICIPAL CODE TO ADD AND INCORPORATE THE POWERS AND DUTIES OF THE ENVIRONMENTAL COMMISSION AND TO ADD THE CURRENT MEMBERS THEREOF TO BE MEMBERS OF THE PARKS COMMISSION, AND TO REPEAL AND RESCIND §10-14 ENVIRONMENTAL COMMISSION, OF THE MUNICIPAL CODE

WHEREAS, applications to become a member of the Environmental Commission have declined over the years, and there currently are three vacancies on the Environmental Commission, with no applications having been received to potentially fill same; and

WHEREAS, considering the powers and duties of the Environmental Commission and the need for same to undertaken and processed, and also the powers and duties of the Parks Commission, which additionally is a statutorily recognized governmental body pursuant to Wis. Stat. § 27.08 City park board, powers, it is efficient to transfer the powers and duties of the Environmental Commission and its current bare quorum membership to the Parks Commission for the operation and processing of such powers and duties; and

WHEREAS, the Common Council having considered the operational benefits of transferring the Environmental Commission powers and duties and its existing membership to the Parks Commission for the performance of necessary services and having determined that the proposed amendments will serve to provide an efficient method of delivering such services and promote the health, safety and welfare of the Community.

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

SECTION 1: §10-7 Parks Commission, A. Membership, of the Municipal Code of the City of Franklin, Wisconsin, pertaining to the Parks Commission Membership, paragraph (1) only, is hereby amended to read as follows *[note: deletions appear in strike-through text; additions appear in double-underlined text; unchanged text is not highlighted]:*

- (1) The Parks Commission shall consist of ~~seven~~eleven members, including ~~one~~two ~~Alderman~~persons and ~~six~~nine citizens, all appointed by the Mayor and subject to confirmation by the Common Council. The term of the ~~Alderman~~person members shall be one year, only while in the office of ~~Alderman~~person, and expiring upon the April 30 following the appointment. The citizen members shall be appointed for three-year terms, expiring upon April 30 of the third year following the appointment, excepting that the initial appointments shall provide for two members to serve a one-year term and two members to serve a two-year term,

expiring upon the April 30 of the first year and second year following such appointments, respectively. The Parks Director and the Principal Planner shall provide technical and staff assistance to the Commission.

SECTION 2: §10-7 Parks Commission, E. Powers and duties, of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to add a subsection (3) to read as follows:

- (3) In addition to the foregoing powers and duties, upon the transfer of the powers and duties of the Environmental Commission to the Parks Commission, effective upon _____, 2025, the Parks Commission also shall:
- (a) Review and recommend policies and procedures regarding City efforts to perform recycling and composting in the City as may be required from time to time due to changes in state laws, regulations or funding.
 - (b) Make recommendations regarding environmental issues of concern to the City.
 - (c) Monitor federal and state laws and policies regarding environmental issues as they relate to the City.
 - (d) Promote interest in obtaining grants to assist the City in environmental matters.
 - (e) Promote citizen participation in events concerning environmental issues.
 - (f) In addition to the specified powers and duties set forth in the foregoing Subsection (3)(a) through (e), the Commission shall review and recommend upon such matters as are directed to it by the Common Council.

SECTION 3: §10-14 Environmental Commission, of the Municipal Code of the City of Franklin, Wisconsin, in conjunction with the transfer of the Environmental Commission powers and duties and its current members positions to the Parks Commission, for the continuation thereof therewith pursuant to this Ordinance, be and the same is hereby rescinded and repealed.

SECTION 4: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/21/2025
Reports and Recommendations	Motion to approve the Public Health Strategist job description and authorization to fill the position.	ITEM NUMBER M. 20.
<p>Background: A Public Health Strategist position description has been created for alignment with statewide local health departments and to best serve our local needs. This job description is intended to be an expansion of the existing Public Health Specialist position to best serve our current and future needs. The job description of the Public Health Strategist was submitted and approved by the Personelle Committee on December 16, 2024. The position description and compensation level for the Public Health Strategist position was drafted based on public health roles and requirements, as well as from insights from job descriptions of regional local health departments. The position description focuses on required involvement in Emergency Preparedness work with the Franklin Health Department local Emergency Response Plans, the department’s required Community Health Assessment and Community Health Improvement Plans, and required Quality Improvement. The position also supports the department Strategic Plan and alignment with the State Health Improvement Plan.</p> <p>Recommendation: The Director of Health and Human Services recommends approval to approve the Public Health Strategist position and for authorization to fill the position.</p> <p>Fiscal Note: The position is intended as an expansion of the current Public Health Specialist position. Current budgeted funds from the vacated position will support this role. Anticipated fiscal impact associated with salary grade change is \$3,380-\$5,070. The Public Health Strategist will be responsible for a portion of the Health Department’s emergency preparedness work and funds from the Public Health Emergency Preparedness Grant will support this role. If the role goes unfilled internally, it will not be filled at this time.</p> <p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p> <p>The Director of Health and Human Services requests a motion to approve the Public Health Strategist job description and authorization to fill the position.</p>		

Health Department: LG

City of Franklin Job Description

Job Title: Public Health Strategist

Department: Health

Reports To: Director of Health & Human Services

Salary Level: Salary Grade 8

FLSA Status: Exempt

Prepared By: Lauren Gottlieb, Director of Health and Human Services

Prepared Date: August 27, 2024

Approved By: **Common Council**

Approved Date:

SUMMARY

The Public Health Strategist is responsible for the development, planning, implementation, and evaluation of current and forecasted public health grants, programs, and services.

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them for the position if the work is similar, related, or a logical assignment to the position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Community Health Assessment/Community Health Improvement Plan/Strategic Plan (50%)

- Assist in the planning and evaluation of department initiatives to address factors impacting population level health
- Collaborate with Franklin Health Department personnel, other City Departments, as well as community agencies to strengthen local public health and public health programs
- Collect and utilize data to guide public health planning and decision-making
- Coordinate and collaborate for the development and implementation of the Franklin Health Improvement Plan with community workgroups, committees, and coalitions
- Promote and facilitate the incorporation of departmental core values and strategic initiatives into daily service delivery
- Consider opportunities for alignment with the State Health Improvement Plan

Public Health Emergency Preparedness (25%)

- Coordinate with regional and statewide local health departments for emergency preparedness planning and readiness activities, as well as support the department's role in Franklin's Emergency Response Plan.
- Maintains City of Franklin Health Department preparedness plans including oversight of the volunteer management system.

Quality Improvement and Performance Management (10%)

- Develop, recommend, and evaluate health department programs and services.
- Assure state statutes, city ordinances and department policies are applied consistently across department program areas; develop and update policies and procedures for the health department and submit recommendations or suggestions for improvement.
- Oversee and monitor program objectives.

Communicable Disease (5%)

- Assist with department obligations of required Communicable Disease prevention and follow up as applicable.
- Collaborate on department case management needs in support of department Nursing Services.

Other Duties as Needed (10%)

- Prepare and present reports and participate in committee meetings to represent the Franklin Health Department.
- Support Local Health Department operational policies and procedures.
- Support the coordination and planning for development and implementation of policies affecting public health and the engagement of diverse audiences for an informed process.
- Act as the Designee for the health department in the absence of the DHHS.
- Occasionally attends meetings and functions outside of normal business hours; responds to public health emergencies as needed.

Minimum Requirements**Education & Experience:**

- A Bachelor's degree in Public Health or related field. Master degree in Public Health or related field preferred.
- Three or more years of full-time experience in a general public health setting.

Necessary Knowledge, Skills, and Abilities:

- Ability to effectively delegate and set priorities in the work environment.
- Demonstrate independent judgement and discretion in the discharge of the essential duties and responsibilities.
- Language skills:
 - Ability to read, analyze, and interpret professional journals, technical procedures, governmental regulations
 - Ability to write reports, grant applications, business correspondence and procedural manuals
 - Ability to present information and respond to questions from groups of managers, clients, citizens, and/or the general public

- **Mathematical and Computer Skills**
 - Proficient use of Microsoft Office applications including Word, Outlook, Excel and Internet Explorer
 - Proficient use of public health databases (WIR, WEDSS, Share Point, etc)
 - Calculate basic epidemiologic value including incidence, prevalence, odds ratio, and confidence intervals
- **Reasoning Ability**
 - Ability to define problems, collect data and deal with a variety of variables in situations where only limited standardization exists
 - Ability to prepare and implement projects and programs
- **Interpersonal Competencies**
 - Use appropriate methods for interacting sensitively, effectively, and professionally with person from diverse cultural, socioeconomic, educational, racial, ethnic and professional backgrounds
 - Maintain privacy rights of clients and confidentiality of patient records according to professional standards and City of Franklin policies and procedures

Certificates, Licenses, and Registrations:

- Valid WI Driver's License

Supervision Received:

- Works under the guidance and direction of the Director of Health and Human Services

Supervision Exercised:

- Act as the Designee in the absence of Director of Health and Human Services
- Manage volunteer services as needed
- Mentor students and interns as needed

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions
- While performing the duties of this job the employee must be independently mobile and is required to sit, walk, and talk or hear The employee is frequently required to stand, use hands to finger, handle, or feel, reach with hands and arms and taste or smell.
- The employee must occasionally lift and/or move up to 50 pounds Specific vision abilities required by this job include close vision and the ability to adjust focus
- The physical demands are required for the setup of, participation in and breakdown of immunization clinics, blood pressure clinics, and health fairs or community presentations

Work Environment

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions
- The work is performed in a variety of settings. Some travel may be required The employee must own a private vehicle for work assignments.

- The work may be performed in emergency and stressful situations. The employee may be exposed to hazards associated with rendering emergency medical assistance including blood-borne pathogens, body fluids, and acute and communicable diseases
- The noise level in the work place is moderate

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/21/2025
Reports and Recommendations	Motion to approve the Franklin Health Department to accept monetary donations in the amount of \$1,000.00 from the Franklin Lions Club to support health education in the City of Franklin.	ITEM NUMBER M.21.
<p>Background:</p> <p>The Franklin Health Department recently received a monetary donation in the amount of \$1,000.00 from the Franklin Lions Club to support health education efforts in the City of Franklin.</p> <p>Analysis:</p> <p>The monetary donation from the Franklin Lions Club will be utilized for health education purposed, most specifically to support the Franklin Health Department radon education program through the purchase of educational materials and radon test kits to be distributed for free to Franklin residents.</p> <p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p> <p>The Director of Health and Human Services requests a motion to approve acceptance of a monetary donation in the amount of \$1,000.00.</p>		

Health Department: EH

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/21/2024
Reports and Recommendations	A RESOLUTION AUTHORIZING THE DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT AND EXECUTE THE 2025-2025 ALLIANCE FOR WISCONSIN YOUTH (AWY) MINI GRANT.	ITEM NUMBER 15.22.

Background: Community Advocates (CA) has awarded a grant known as the Alliance for Wisconsin Youth (AWY) Grant to organizations with the goal of targeting priority issues related to alcohol, by raising awareness about the dangers of use and misuse, among both adults and young adults. These project funds also allow for increased community education to Class A and B alcohol establishments, youth, adults, and community members.

The goals of the AWY grant are:

- Develop messaging tools to decrease impaired driving
- Decrease rates of impaired driving within the City of Franklin
- Increase capacity at the community-level to boost protective factors

CA has awarded the Franklin Health Department (FHD) the AWY mini grant in the amount of \$2,000.

Analysis: The AWY mini grant would enhance the FHD and Volition Franklin efforts around substance misuse prevention already in place with our Drug Free Communities (DFC) grant. Specifically, this funding allows for the opportunity to increase prevention and education efforts to expand messaging tools to establishments in the area who hold liquor licenses allowing for on-premise consumption of alcohol.

The FHD and Volition Franklin plan to utilize these funds for the following objectives:

- Increase the capacity and infrastructure of the Volition Franklin Coalition to align and coordinate evidence-based strategies to reduce excessive alcohol consumption and impaired driving in the City of Franklin.
 - According to the Milwaukee Health Compass, as of 2018 adult rates of excessive alcohol use in Franklin are about 24%--above excessive alcohol use rates for Milwaukee County as whole.
 - The Wisconsin Youth Risk Behavior Survey (YRBS) shows 51.9% of students in grades 9-12 have reported ever having a drink.
- Increase community-level understanding on the dangers of impaired driving, as well as identify local resources to prevent individuals from driving while under the influence.

The contract agreement has been sent to the City Attorney for review.

Fiscal Note: The above objectives would occur only with approval of this grant funding. There will be no impact to the City of Franklin budget for these expenses.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2025- , a Resolution Authorizing Franklin Director of Health and Human Services to Accept and Execute the 2024-2025 Alliance for Wisconsin Youth Mini Grant.

Health Department: MC/LG

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 1/21/2024

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT AND EXECUTE THE 2024-2025 ALLIANCE FOR WISCONSIN YOUTH MINI GRANT.

WHEREAS, the Franklin Health Department focuses efforts on substance use and misuse issues related to alcohol among youth and young adults; and

WHEREAS, Community Advocates has awarded the Franklin Health Department a mini grant award to support substance misuse prevention activities in the City of Franklin in 2024-2025.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Alliance for Wisconsin Youth (AWY) Mini Grant is hereby approved.

BE IT FURTHER RESOLVED, that the Franklin Director of Health and Human Services is hereby authorized to accept the Alliance for Wisconsin Youth (AWY) Mini Grant.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ___ NOES ___ ABSENT ___

Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement") is made and entered on December 10th, 2024, by and between Community Advocates Inc., 728 N James Lovell St., Milwaukee, WI 53233 (the "Company") and the City of Franklin Health Department, 9229 W Loomis Rd, Franklin, WI 53132 ("Contractor"), collectively referred to as the "Parties".

The Parties agree as follows:

1. **SERVICES:** The Company shall engage Contractor to provide the following services: *****SEE APPENDIX A*****
2. **TERM:** Contractor shall provide services to the Company pursuant to this Agreement for a term beginning on December 10th, 2024 and ending on May 31st, 2025 (the "Agreement Term").
3. **COMPENSATION:** For services provided, the Company will reimburse the contractor for up to \$2,000.
4. **EXPENSES:** Contractor shall bear all expenses incurred in the performance of this Agreement.
5. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor and not an employee of the Company, and, unless otherwise stated in this Agreement, is not entitled to any of the benefits normally provided to the employees of the Company.
6. **CONFIDENTIALITY:** Contractor acknowledges that they may have access to the Company's confidential and proprietary information. Such confidential information may include, without limitation: i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) marketing strategies and v) other such information as the Company may designate as confidential ("Confidential Information"). Contractor agrees to not disclose to any other person (unless required by law) or use for personal gain any Confidential Information at any time during or after the Agreement Term, unless the Company grants express, written consent of such a disclosure. In addition, Contractor will use his/her best efforts to prevent any such disclosure. Confidential information will not include information that is in the public domain, unless such information falls into public domain through Contractor's unauthorized actions.
7. **OTHER RULES AND POLICIES:** Contractor agrees to abide by any other rules, policies and procedures as communicated by the Company.
8. **TERMINATION:** This Agreement may be terminated early for the following reasons:
 - **By the Company**

- (i) If Contractor fails to perform his/her duties or materially breaches any obligation in the Agreement, and the failure or breach is not corrected within five days of receiving written notice from the Company; or
- (ii) If the Company deems there is no longer a need for services; or
- (iii) If Contractor is unable to provide the services in this Agreement due to illness, death or disability.

- **By the Contractor**

- (i) If the Company materially breaches any obligation in the Agreement and such breach is not corrected within five days of receiving written notice from the Contractor; or
- (ii) If the Company files for bankruptcy.

9. RETURN OF PROPERTY: Upon termination of services, Contractor will promptly return to the Company all drawings, documents and other tangible manifestations of Confidential Information (and all copies and reproductions thereof). In addition, Contractor will return any other property belonging to the Company including without limitation: computers, office supplies, money and documents.

10. CONTINUING OBLIGATIONS: Notwithstanding the termination of this Agreement for any reason, the provisions of paragraph 6 of this Agreement will continue in full force and effect following such termination.

11. BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

12. CUMULATIVE RIGHTS: The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

13. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject

matter of this Agreement. This Agreement may be modified in writing and must be signed by both the Company and Contractor.

16. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

The Company:

Community Advocates Inc.,
728 N James Lovell St.
Milwaukee, WI 53233

Contractor:

City of Franklin Health Department
9229 W Loomis Rd
Franklin, WI 53132

Either party may change such addresses from time to time by providing notice as set forth above.

17. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

[The remainder of this page intentionally left blank.]

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

THE COMPANY:

Andrea Mallmann-Elliott

26/12/24

(Signature)

Date

Andi Elliott, CEO

CONTRACTOR:

(Signature)

Date

Lauren Gottlieb, Health Officer

APPENDIX A

Abstract

Coalition: Volition Franklin/Franklin Health Department
Contact: Megan Conway, DFC Coalition Coordinator
mconway@franklinwi.gov
414-427-7530

Project Summary: Over the past five years, data from the Wisconsin Department of Transportation's Community Maps has shown an increase of 24% in impaired driving associated accidents. This data provides insights into demographics most at risk for drunk driving, the severity, and locations of accidents that have occurred. Using this information, Volition Franklin will develop targeted messaging for establishments that sell alcohol, such as bars and restaurants, to share resources like ride-share apps readily available to customers. This approach not only helps reduce instances of drinking and driving but also is a great opportunity for these businesses to be proactive community partners by promoting safe alcohol consumption and safe driving.

Organizational Capacity –

Volition Franklin is a community-based coalition whose vision is to create a Franklin community that empowers young people to make healthy choices—especially related to alcohol, tobacco, and other drugs. In addition to a robust group of community partners, Volition Franklin has one primary staff member and an executive leadership team that support the management of the coalition. The City of Franklin serves as Volition Franklin's fiscal agent and has done so for nearly ten years.

While Volition Franklin began as a grassroots effort to address substance misuse locally, the partnership with the City of Franklin has allowed Volition Franklin to seek out and be awarded numerous grants and award opportunities. In addition to partnering with the City of Franklin as the coalition's fiscal agent, the Franklin Health Department has also become an integral supporting partner of the coalition. Through this partnership, Volition Franklin has successfully managed grant awards from the local, state, and federal levels to support substance misuse prevention initiatives. Volition Franklin has also successfully managed past AWY funding to support substance-misuse related initiatives.

Coalition Experience –

Volition Franklin has been an active community coalition for over a decade, providing data-informed initiatives to address community level substance use related issues and improve health outcomes for the community. As a community coalition, Volition Franklin has a robust list of engaged community partners representing all sectors of the community, from parents and youth, to our business community and locally elected officials. Activities that have occurred over the lifetime of the coalition are extensive, however, several activities that directly relate to excessive alcohol use in the community have been especially successful. Several activities—billboard campaigns, participation in statewide efforts through the 'Small Talks' campaign, 'Lock Your Liquor' campaigns, radio interviews on the impact of excessive alcohol use—have aimed to reach a wide audience within the Franklin community through targeted and specific education that was tailored to each audience receiving the information.

Another successful activity Volition Franklin completes annually with participating community partners are underage alcohol compliance checks of Class B alcohol retailers in the City of Franklin. Since 2017, Volition Franklin has annually partnered with the City of Franklin Health Department and the City of Franklin Police Department to support this activity. Compliance rates among Class B retailers remain high—typically above 80%. Through this activity establishments with repeat failures have been identified and efforts have been put forth to better educate both the license holder and cashier at the point of sale on alcohol sale laws in the State of WI. An additional win that occurred as a direct result of this activity was the formation of an 'Alcohol Ad Hoc' committee comprised of our coalition staff, Health Department Staff, a Police Officer and Sergeant, the Municipal Clerk, the Municipal Judge, and a local Alderperson to meet on a semi-regular basis to discuss community issues and potential solutions to alcohol related concerns. The partnerships formed through this activity have proven essential to supporting prevention efforts in the community.

Diversity, Equity, and Inclusion –

The City of Franklin is diverse, with numerous unique cultural groups and a wide range of socioeconomic populations. Volition Franklin actively works to incorporate cultural humility and equity into all activities to ensure all activities are inclusive, respectful and accessible to the diverse cultural needs of the community. The coalition aims to build trust, foster meaningful partnerships and create initiatives that reflect the makeup of the community.

Current coalition members have expressed the need for safe driving related initiatives in the City and have helped create activities that the coalition is planning to implement with the proposed funding. Activities implemented in this time will continue to include involvement from stakeholders in various sectors of the community. Such activities include table tents with information on ride-share apps, mental health resources, and safe driving messaging window clings for establishment bathroom mirrors. If funded, specific funds will be designated towards the translation of materials into the most commonly spoken languages within the Franklin community—including Spanish, Arabic, and Urdu. Specific outreach to raise awareness for available materials within underrepresented communities will be made through community partner networks.

Need –

The City of Franklin is a mid-sized suburban community located in the southwestern corner of Milwaukee County. The population of Franklin is currently about 36,000 individuals; however, the target population of the proposed activity would be adults ages 21 and over, with specific efforts being put towards education of adults 65+. Franklin is an aging community with nearly a third of the population being over the age of 65. According to data from the Wisconsin Department of Transportation's Community Maps, adults ages 65+ were at a higher risk of impaired driving in the Franklin community. While Volition Franklin has made great efforts to build protective factors and address underage drinking into the community, much of its focus and all of its funding has been limited to youth-prevention efforts. According to the Milwaukee Health compass, as of 2018 adult rates of excessive alcohol use in Franklin are about 24%—above excessive alcohol use rates for Milwaukee County as whole. Access to funds to address adult behaviors in the community would be extremely beneficial.

Implementing these drunk driving prevention initiatives at local bars and restaurants supports the broader goals of alcohol use prevention by addressing risky behaviors in real time. By providing resources like ride-share information, encouraging having designated drivers, and safe alcohol consumption, these establishments can help patrons make safer decisions before getting behind the wheel. This proactive approach not only raises awareness about the risks of excessive alcohol consumption but also reduces the likelihood of impaired driving. Unintended harms or outcomes are minimal; however, with additional efforts being put into awareness raising for community resources such as rideshare apps, drivers may be limited or overloaded with requests for pick ups in the area, which would be exacerbated by Franklin's extremely limited access to public transportation and low community walkability.

Proposed Activities –

Volition Franklin is requesting funds to support impaired driving prevention among adults (and older adults) in the Franklin community. Volition Franklin will engage various stakeholders, including the Franklin Police Department, the local business community, and other government officials, in the development of several products to develop a comprehensive impaired drinking prevention folder for establishments in the Franklin community serving alcohol. Folders will consist of several informational handouts such as but not limited to:

- Table tents with information on Ride Share apps and how to access them
- Window clings on Mental Health and safe driving resources to be placed on establishments bathroom mirrors
- How to check an ID guide toolkit for bartenders and servers

Once the resources have been developed efforts to translate the materials into the most spoken languages in Franklin will be made.

Volition Franklin will partner with various coalition partners to distribute resource folders to all establishments that serve alcohol in the Franklin community; which is over 50 establishments. Resource folders will primarily be distributed via an in-person introduction from a Volition Franklin member who will visit the establishment with the folder and resources in real time. If coalition members are unable to visit all establishments, access to contact information for licensed establishments are available through various municipal partnerships. Additional efforts will also be put towards publicly sharing information about the availability of resources through various communications platforms—including but not limited to social media posts, community newsletters, and press releases to various local media channels.

We anticipate the project will increase community-level understanding on the dangers of impaired driving, as well as local resources to prevent individuals from driving while under the influence. It is our hope this activity will also increase Volition Franklin's partnerships within the business community to better support community needs and increase the business sector involvement in substance misuse prevention efforts locally. The activity will also serve as a catalyst for Volition Franklin to enhance efforts to work with adult populations.

Evaluation -

Success of our grant activities will be measured through various means, including: 1. Alcohol Retailer Establishment participation in the program, as measured through contacts with local establishments and number of resource folders distributed; 2. Partnerships with the Franklin Police Department to receive ongoing information on traffic related incidents involving impaired driving and collecting information on Place of Last Drink (POLD); and 3. Evaluation surveys shared with coalition partners to determine their perceived success of the activity, as well as a survey shared with establishments to collect their feedback on the activity.

Volition Franklin and partners in the Franklin Health Department and Police Department will also continue efforts to track rates of impaired driving in the community and compare it to historic rates when available for longitudinal data measurement

Proposed Budget –

An excel spreadsheet is attached, outlining the proposed budget and budget narrative.

Agency: Volition Franklin/Franklin Health Department

Submitted by: _____

Program: _____

CATEGORY	AMOUNT
Salaries	\$ -
Employee Benefits	\$ -
Payroll Taxes	\$ -
Professional Fees	\$ -
Supplies	\$ -
Telephone	\$ -
Postage	\$ 250
Occupancy	\$ -
Equipment Rental/Maintenance	\$ -
Printing	\$ 950
Employee Travel	\$ -
Conferences	\$ -
Membership Dues	\$ -
Awards and Grants	\$ -
Allocated Costs	\$ -
Client Transportation	\$ -
Depreciation	\$ -
Other - Describe	\$ 800
Other - Describe	\$ -
Total	\$ 2,000

Submitted by Megan Conway

Program AWY-Mini Grant Budget Proposal

CATEGORY	DESCRIPTION
(SAMPLE)	(i.e. 100 postcards at \$ 25 each = \$25 00)
Salaries	
Employee Benefits	
Payroll Taxes	
Professional Fees	
Supplies	
Telephone	
Postage	200 stamps at 75 each =\$150 + Mailing envelopes at \$25/pack = \$100
Occupancy	
Equipment Rental/Maintenance	
Printing	printing of 50 window clings at 5 74/ unit= \$290 table tents at 80 each =\$400, 500 flyers at .36 each=\$180 +shipping items=\$80
Employee Travel	
Conferences	
Membership Dues	
Awards and Grants	
Allocated Costs	
Client Transportation	
Depreciation	
Other Describe	\$ 800 for Translation services to have documents translated to Spanish, Arabic Urdu
Other Describe	

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/21/2025
Reports and Recommendations	A RESOLUTION AUTHORIZING THE DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT AND EXECUTE THE 2025-2025 DIVISION OF PUBLIC HEALTH PREVENTION GRANT.	ITEM NUMBER D. 23.

Background: The Wisconsin Department of Health Services Division of Public Health awards grants in a variety of programs to local health departments. The Franklin Health Department (FHD) has been awarded grant funding for the Prevention Health and Health Services Block Grant that runs within the 2025 calendar year.

- Prevention Grant: \$4,172 (10/1/2024-9/30/2025)

Analysis: This grant assists the FHD in offering programming and services to residents based upon annual analysis and assessment of community needs in addition to the services required of the FHD by State and Municipal codes. Additionally, this grant award supports the Community Health Assessment and Community Health Improvement Plan.

The contract has been sent to the City Attorney for review.

Recommendation: The Director of Health and Human Services recommends approval to accept and execute the Division of Public Health Consolidated Contract Grants for the 2024-2025 awarded Prevention Health and Health Services Block Grant.

The contract agreement has been sent to the City Attorney for review.

Fiscal Note: Without the additional grant funds above, programs and services Franklin residents have become accustomed to would be reduced or become unavailable due to a loss of funds.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No 2025- , a Resolution Authorizing Franklin Director of Health and Human Services to accept and execute the 2024-2025 Division of Public Health Prevention Grant Contract.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 1/21/2024

RESOLUTION NO. 2025-____

A RESOLUTION AUTHORIZING FRANKLIN DIRECTOR OF HEALTH AND HUMAN SERVICES TO ACCEPT AND EXECUTE THE 2024-2025 DIVISION OF PUBLIC HEALTH PREVENTION GRANT CONTRACT.

WHEREAS, the Wisconsin Department of Health and Human Services Division of Public Health awards grants in a variety of grant programs to local health departments; and

WHEREAS, the Franklin Health Department has been awarded grant funding for the Prevention Health and Health Services Block Grant that runs within the 2025 calendar year; and

WHEREAS, these grant funds assist the Franklin Health Department in offering programming and services to residents based upon annual analysis and assessment of community needs in addition to the services required of the Franklin Health Department by State and Municipal codes; and

WHEREAS, this grant award additionally supports the Franklin Health Department Community Health Assessment and Community Health Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the 2024-2025 Division of Public Health Prevention Grant Contract is hereby approved.

BE IT FURTHER RESOLVED, that the Franklin Director of Health and Human Services is hereby authorized to accept and execute the 2024-2025 Division of Public Health Prevention Grant Contract.

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2025.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2025.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ___ NOES ___ ABSENT ___

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435100-G24-DPHCC24-26 M7**

Bureau of Procurement and Contracting (BPC) Review:

- This agreement requires **Standard** OLC review.
- This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and requires **Simple** OLC review.
- This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and does **not** require **Additional** OLC review.
- This agreement uses intergovernmental cooperative purchasing.

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

- This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

Name:
Title:

Date Signed



GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
Franklin HD
for
2024 DPH LPHD Consolidated Contract

DHS Grant Agreement No.: 435100-G24-DPHCC24-26 M7
DPH Contract No. 62118-7
Agreement Amount: \$4,172
Agreement Term Period: 10/1/2023 to 9/30/2025
GEARS Pre-Packet No: 28698

DHS Division: Division of Public Health
DHS Grant Administrator: Anna Benton
DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Lauren Gottlieb
Grantee Address: 9229 W LOOMIS RD, FRANKLIN,
WI, 531329728
Grantee Email: LLube@franklinwi.gov

Modification Description: We are adding funding for the Preventative Health and Health Services Block Grant Program (Profile 159220). Please see attached scope(s) of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Grantee

Entity Name: _____

Authorized Representative

Name: Lauren Gottlieb

Title: Director of Health and Human Services

Signature: _____

Date: _____

CIVIL RIGHTS COMPLIANCE ATTACHMENT

The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.

Section 10 of the Agreement (“CIVIL RIGHTS COMPLIANCE”) is hereby amended by inserting the following:

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2025

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472787	Franklin HD	60	10/1/2023	9/30/2025	\$4,172

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
159220	CONS CONTRACTS PHHS		-	\$4,172	\$4,172	N/A
					\$4,172	

GEARS FEDERAL AWARD INFORMATION

DHS Profile Number	159220
FAIN	NB01PW000045
Federal Award Date	8/26/2024
Sub-award period of Performance Start Date	10/1/2023
Sub-award period of Performance End Date	9/30/2025
Amount of Federal Funds obligated in the subaward	\$4,172
Total Amount of Federal Funds obligated	\$4,172
Federal Award Project Description	Preventive Health and Health Services Block Grant– 2024
Federal Awarding Agency Name (Department)	Centers for Disease Control and Prevention
DHS Awarding Official Name	Debra K Standridge
DHS Awarding Official Contact Information	608-266-9622
Assistance Listings Number	93.991
Assistance Listings Name	Preventive Health and Health Services Block Grant
Total made available under each Federal award at the time of disbursement	\$3,480,055
R&D?	No
Indirect Cost Rate	7 5%

**Consolidated Contract Scope of Work
Preventive Health and Health Services (PHHS) Block Grant
Federal Fiscal Year 2024 (FFY24)**

During the contract period of October 1, 2023, through September 30, 2025, the agency receiving Preventive Health and Health Services Block Grant funding must agree to and implement the following program requirements:

Health Department Name: Franklin Health Department
Health Department Contact: Lauren Gottlieb
Agency Number: 472787
FFY24 Total Allocation: \$4172

Selected Program(s):

Option 1: Accreditation/Reaccreditation

Selected:	No	Allocation:	\$0
Goal(s):			

Option 2: Collaborate with Partners to Assess Community Needs (CHA)

Selected:	No	Allocation:	\$0
Goal(s):			

Option 3: Collaborate with Partners to Address Community Needs (CHIP)

Selected:	Yes	Allocation:	\$4172
Goal(s):	Developing or revising a Community Health Improvement Plan (CHIP)		

Option 4: Implement Foundational Public Health Capabilities

Selected:	No	Allocation:	\$0
Goal(s):			

Option 5: Implement Community-Based Interventions

Selected:	No	Allocation:	\$0
Goal(s):			

*Health departments may adjust their above selected work plan option(s) and reallocate funding to an alternative listed option, if necessary. Should a health department desire a work plan change, they are required to promptly contact their assigned PHHS Block Grant Contract Monitor to discuss the proposed revision. Furthermore, during end-of-year reporting, the health department should remind their Contract Monitor of the change from the originally selected option.

Preventive Health and Health Services Block Grant
Local and Tribal Health Department Quality Criteria
Grant Cycle: October 1, 2023-September 30, 2025 (FFY24)

Quality Criteria

Generally high program quality criteria for the delivery of quality and cost-effective administration of health care programs have been, and will continue to be, required in each public health program to be operated under the terms of this contract. Contractors should indicate the manner in which they will assure each criterion is met for this program. Those criteria include:

Public health assessment and surveillance that identify community needs, and supports systematic, competent program planning and sound policy development with activities focused at both the individual and jurisdictional levels.

- a) Involvement of key policymakers and the general public in the development of comprehensive public health plans.
- b) Development and implementation of a plan to address issues related to access to high priority public health services for every member of the community.
- c) Identification of the scientific basis (evidence base) for the intervention.

Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, where the scientific basis for the intervention can be documented (evidence-based practice), as well as delivery of public health programs for communities for the improvement of health status.

Record keeping for individual-focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.

Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision-making by those at risk and to affect policy and environmental changes at the community level.

Provision of public information and education, and/or outreach activities focused on high-risk populations that increase awareness of disease risks, environmental health risks, and appropriate preventive activities.

When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements") -- describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, the recipient must clearly state:

- a) the percentage and dollar amount of the total costs of the program or project funded with federal money; and,
- b) the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources

If a conference/meeting/seminar is funded by the contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.

A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.

Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.

Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided. Program-specific data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

**Preventive Health and Health Services Block Grant
Local and Tribal Health Department Boundary Statement
Grant Cycle: October 1, 2023-September 30, 2025 (FFY24)**

Program Boundary Statement

The Preventive Health and Health Services (PHHS) Block Grant provides federal funding to states allowing recipients the ability to address prioritized public health needs in their jurisdictions in collaboration with local and Tribal public health agencies and organizations.

The Division of Public Health (DPH) allocates PHHS funding to each local health department (LHD) and Tribe. DPH has identified a boundary statement identifying funding parameters within which the LHD, Tribe, or agency will carry out funded work. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility. However, while broad, the PHHS Block Grant does not permit the use of funds in some instances. Therefore, unacceptable uses of funds are included in the boundary statement.

Agencies receiving PHHS Block Grant funds from the Division of Public Health are not required to submit a budget. Agencies are reminded they must assure expenses are consistent with the contract. Everything an agency does is available to the public. LHDs, Tribes, and agencies are encouraged to leverage resources across categorical funding to achieve common goals.

All funding recipients are required to follow applicable federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards found at:

<https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>

Acceptable Uses of Funding

The PHHS Block Grant gives grantees the flexibility to prioritize the use of funds to:

- Address emerging health issues and gaps.
- Decrease premature death and disabilities by focusing on the leading preventable risk factors.
- Work to achieve health equity and eliminate health disparities by addressing the social determinants of health.
- Support local programs to achieve healthy communities.
- Establish data and surveillance systems to monitor the health status of targeted populations.
- Improve agency operations, build capacity, and achieve accreditation through implementation of effective programmatic and administrative areas central to the agency's objectives.
- Support agency efforts to attain or maintain Public Health Accreditation Board (PHAB) accreditation.
- Supplement or expand grantee services or efforts.
- Increase hours of part-time staff to increase capacity.

Success is achieved by:

- Using evidence-based methods and interventions.
- Reducing risk factors.
- Establishing policy, social, and environmental changes.
- Leveraging other funds.
- Continuing to monitor progress towards selected outcomes and re-evaluate funded activities.
- Reflecting Healthy People and the State Health Improvement Plan in programing.

Unacceptable Uses of Funding

While the PHHS Block Grant allows for flexibility in usage to address local priorities, there are some activities and usage of funds that are not allowed. According to PHHS Block Grant guidance, non-allowable uses for these funds include:

From the Preventive Health and Health Services Block Grant 2024 WI DHS Notice of Award (NOA):

- Purchasing of naloxone.
- Purchasing of syringes.
- Drug disposal programs (drop-boxes, bags, or other devices, and/or take-back events) are not permissible under this funding opportunity.
- Clinical care (except as allowed by law).
- Publicity and propaganda (lobbying)
- Preparing, distributing, or using material (publicity/propaganda) or paying the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body, beyond normal, recognized executive relationships.

From 42 U.S. Code Part A – Preventive Health and Health Services Block Grants:

- Providing financial assistance to any entity other than a public or non-profit private entity.
- Providing inpatient services; offering cash payment to recipients of health services.
- Purchasing or improving land; purchasing, constructing, or permanently improving a building or facility.
- Purchasing of major medical equipment.
- Using as a match requirement for Federal funds.

A detailed, comprehensive list of funding allowances from the CDC can be found at <https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>

Reporting Requirements:

Mid-year and year-end performance reporting will be required from all recipients.

References

- [CDC Preventive Health and Health Services Block Grant](#)
- [CDC General Terms and Conditions for Non-Research Grant and Cooperative Agreement](#)
- [42 U.S. Code Part A – Preventive Health and Health Services Block Grants](#)

DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services
F-01788 (03/2022)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E O) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency

SIGNATURE – Official Authorized to Sign Application		Date Signed
For (Name of Vendor)	Unique Entity Identifier (UEI), if applicable	

Certificate Of Completion

Envelope Id 89252817-7E23-4FE6-98ED-D39C89028F51
 Subject 159220 - Franklin HD - 2024 DPH Consolidated Contract - 435100-G24-DPHCC24-26 M7
 Source Envelope
 Document Pages 12 Signatures 0
 Certificate Pages 5 Initials 0
 AutoNav Enabled
 EnvelopeId Stamping Enabled
 Time Zone (UTC-06 00) Central Time (US & Canada)

Status Sent
 Envelope Originator
 Yvette Smith
 1 West Wilson St
 Madison, WI 53703
 yvettea.smith@dhs.wisconsin.gov
 IP Address 165.189.255.35

Record Tracking

Status Original Holder Yvette Smith
 1/15/2025 5:12:46 PM yvettea.smith@dhs.wisconsin.gov
 Security Appliance Status Connected Pool StateLocal
 Storage Appliance Status Connected Pool DHS

Location DocuSign
 Location DocuSign

Signer Events

Lauren Gottlieb
 LLube@franklinwi.gov
 Director of Health and Human Services
 Security Level Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted 1/16/2025 9:25:32 AM
 ID 40f04007-8999-4f82-b413-b77276847ff6

Signature

Timestamp
 Sent 1/15/2025 5:15:20 PM
 Viewed 1/16/2025 9:25:32 AM

Anna Benton
 anna.benton@dhs.wisconsin.gov
 Security Level Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted 1/14/2025 2:08:42 PM
 ID d9c014e7-d74f-4f3a-9706-5c45ae65e45d

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

DHS DPH Contract Routing
 dhsdphcontractrouting@dhs.wisconsin.gov
 Security Level Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Carbon Copy Events

DPH Contracts
DHSDPHContracts@dhs.wisconsin.gov
DPH Contracts Shared Account
Wisconsin Department of Health Services
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Status

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GEARS Contracts
DHSCARSContracts@dhs.wisconsin.gov
Wisconsin Department of Health Services
Security Level: Email, Account Authentication
(None)

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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact Wisconsin Department of Health Services:

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

To contact us by email send messages to: DHSCContractCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

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

1. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 1/21/2025</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">2025 Professional Services Agreement Between the City of Franklin and Racine County for Services to Verify a Certified Soil Tester's Soil & Site Evaluation</p>	<p style="text-align: center;">ITEM NUMBER 15.24.</p>

Attached is a Professional Services Agreement between the City of Franklin and Racine County to cover the authorization and payment of fees for Racine County to provide services to the City for the year 2025 to verify a certified soil tester's soil and site evaluation at designated properties when needed. This agreement mirrors the last agreement in place for 2024. In fact, the form of the contract has not changed significantly since 2010. Racine County will once again provide this service at a cost of \$200 for up to the first 3 soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property. The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property. For example, if weather or lighting conditions or equipment breakdown of the contractor does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum \$50 fee will be charged.

These soil services produce a nominal expenditure throughout the year. For example, 13 soil verification services were provided in 2021 (\$2,600), 6 in 2022 (\$1,200), 2 in 2023 (\$400), and 4 in 2024 (\$800).

Racine County has informed us that they concur with the attached contract for 2025 services. It is the recommendation of the Director of Inspection Services and the Director of Administration to continue to use Racine County for these soil testing services.

COUNCIL ACTION REQUESTED

Motion to approve the 2025 Professional Services Agreement between the City of Franklin and Racine County for services to verify a certified soil tester's soil and site evaluation at designated properties when needed and to authorize the Director of Administration to execute such agreement.

CITY OF FRANKLIN – RACINE COUNTY PROFESSIONAL SERVICES AGREEMENT

This contract made this 21st day of January, 2025, by and between the City of Franklin, Wisconsin, a municipal corporation (hereinafter referred to as "CITY") and Racine County, a Wisconsin quasi-municipal corporation, (hereinafter referred to as "COUNTY"). This contract is to be effective from the period January 1, 2025 through December 31, 2025. This agreement is renewable upon acceptance by all parties.

WITNESSETH:

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

1. All CST's soil and site evaluations for Private Onsite Wastewater Treatment Systems (hereinafter referred to as "POWTS" must be scheduled with a minimum 24-hours' notice to the County, excluding Saturdays, Sundays and holidays, to ensure proper staffing.
2. All CST appointments must be scheduled by calling the COUNTY Development Services Department at 262-886-8440 between the hours of 7am – 12:00 noon and 12:30pm – 4:30pm Monday through Thursday and Friday 7am – 11am, excluding holidays.
3. COUNTY will provide one properly licensed and credentialed staff to verify the required soil and site evaluation conducted by a CST.
4. The COUNTY reserves the right to require that CST's provide soil backhoe dug pits of adequate size, depth, and construction to enable COUNTY staff to safely enter and exit the soil pit for verification of soil profile evaluation data.
5. Soil color evaluations shall be performed on days when light conditions permit accurate color determination.
6. Frozen soil material shall be thawed prior to conducting evaluations for soil color, texture, structure, and consistence.
7. The cost of this service will be \$200 for up to the first three soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property. The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property. For example, if weather or lighting conditions or equipment breakdown of the contractors does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum of \$50 fee will be charged.
8. If staff is required to contact a State of Wisconsin Onsite Wastewater Specialist to make a soil determination, a minimum of \$50 will be charged for this service, in addition to other soil and site evaluation fees referenced herein.

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

CITY OF FRANKLIN

BY: _____
Kelly Hersh

TITLE: Director of Administration

RACINE COUNTY

BY: _____

TITLE: _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/21/2025
REPORTS & RECOMMENDATIONS	Geographic Marketing Advantage, LLC Agreement for Geographic Information System (GIS) Support and Database Maintenance Services for 2025	ITEM NUMBER <i>M. 25.</i>

Geographic Marketing Advantage, LLC has served as the City’s primary consultant and business partner for GIS services for several years. City staff is very pleased with this company's and its employees' performance and recommends continuing this relationship for an additional year. The owner, Todd Niedermeyer, and his employee, Brian Fausel, have been extremely responsive in addressing the City’s needs and remaining dedicated to continuing to move GIS forward.

Staff seeks authority to execute a contract, extending the term through 2025, and adjusting the rates and contract amount by the following effective January 1, 2025:

- GIS Project Manager (Todd): \$109.99 per hour, a 2% increase
- Technical/Mapping Support (Brian): \$77.39 per hour, a 2% increase

The rate adjustments are very reasonable in light of market conditions, the costs of maintaining their own employee benefits, and are in line with the approved 2025 budget. The total not-to-exceed contract amount is \$149,904 and is funded approximately 78% by the General Fund and approximately 22% split between the Sewer and Water Enterprise Funds. A marked-up copy of the current contract is attached for your reference.

Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to approve the agreement with Geographic Marketing Advantage, LLC for Geographic Information System (GIS) Support and Database Maintenance Services for 2025, and authorize the Director of Administration to execute and administer the contract effective January 1, 2025.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this 21st day of January, 2025, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Geographic Marketing Advantage, LLC, a Wisconsin Limited Liability Corporation (hereinafter "CONSULTANT"), whose principal place of business is 8757 W Elm Ct, Franklin, WI 53132

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Deleted: 2024

WITNESSETH

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

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A CONSULTANT shall provide services to CLIENT for the continuation of services for operation and support of the City of Franklin’s GIS and for performing updates and maintenance to the GIS database Services to be provided under this AGREEMENT are provided in Attachment A
- B CONSULTANT shall serve as CLIENT’s professional representative in matters to which this AGREEMENT applies, and will give consultation and advice to CLIENT during the performance of said services CONSULTANT may employ the services of outside consultants and subcontractors when deemed necessary by CONSULTANT to complete work under this AGREEMENT
- C CONSULTANT is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONSULTANT and not of CLIENT All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONSULTANT as employer CLIENT understands that express AGREEMENTS may exist between CONSULTANT and its employees regarding extra work, competition, and nondisclosure
- D During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party

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

II. FEES AND PAYMENTS

CLIENT agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services further described in Attachment A for a total not-to-exceed cost in the amount of \$149,904, in accordance with Attachment "B" and subject to the terms detailed below

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A CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis CLIENT agrees to pay undisputed CONSULTANT's invoice within 30 days of invoice date for all approved work

B CONSULTANT will invoice CLIENT on an hourly basis for tasks identified in Attachment A Total cost will not exceed \$149,904 unless changes to the project budget are specifically agreed upon by CONSULTANT and CLIENT and documented in writing For services rendered, invoices will clearly state the percentage of work completed and the fee earned.

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C In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT

D Should CLIENT find deficiencies in draft and final reports, it will notify CONSULTANT in writing within thirty (30) days of receipt of report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CLIENT's review

E CONSULTANT shall not initiate any services prior to January 1, 2025 and shall complete all services covered by this AGREEMENT by December 31, 2025, excepting for delays caused through no fault of the CONSULTANT or except when continued month-to-month as provided for herein.

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III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

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

V. TERMINATION

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

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

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

VI. INSURANCE

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

A Limit of General/Commercial Liability	\$1,000,000
B Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C Workers' Compensation and Employer's Liability	Per Statute
D Professional Liability	\$1,000,000

Upon the execution of this AGREEMENT, CONSULTANT shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days written notice to CLIENT

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

VII. TIME FOR COMPLETION

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

VIII. DISPUTES

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

IX. CONFIDENTIALITY

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

X. TERM

This AGREEMENT shall cover a period including all of calendar year 2025 and shall continue thereafter on a month-to-month basis, at the fixed hourly rates provided for herein, until such time that the AGREEMENT is terminated, as provided for herein, or modified or extended by a separate, future AGREEMENT.

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XI. AMMENDMENTS TO THE AGREEMENT

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

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

City of Franklin, Wisconsin

Geographic Marketing Advantage, LLC

BY _____

BY _____

PRINT NAME: Kelly Hersh

PRINT NAME: Todd Niedemeyer

TITLE: Director of Administration

TITLE: President, Sole Member

DATE: _____

DATE: _____

Attachment A

Continued GIS Support and Services for 2025

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On-Site Management and Technical Support of GIS Operation

- Continue communications and coordination with the City's Administration and Information Technology Support Providers
- Provide GIS technical and programming services as needed by the City
- Setup login parameters for ArcGIS licenses
- Support GIS database management.
- Evaluate data quality and data errors
- Provide GIS user support
- Produce product to support special requests, including but not limited to map development
- Provide continued documentation, instruction and training related to GIS
- Installation of GIS related software and software updates
- Load new and revised GIS data.
- Provide other applicable support as needed by the City
- Provide training on GIS applications and tools, including website tools
- Perform GIS database updates and maintenance, including related applications
- Work with ESRI Products and Services
- Help develop, support, and promote additional GIS applicability and use throughout City Departments
- Maintenance and continued development, with approval of the Director of Administration, of the web-based GIS portal used for public access to mapping services

Attachment B

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

Service	Approx. Number of Hours Per Week	Approx. Number of Weeks	Approx. Total Hours	Fixed Hourly Rate	Budget
On-Site Administrative and Project Management Support of GIS Operations (Project Manager)	16	50	800	\$109.99	\$87,992
Technical and Mapping Support	16	50	800	\$77.39	\$61,912
Total "Not to Exceed" Expenditure					\$149,904

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Total "Not to Exceed" (11)

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">01-21-25</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">An Ordinance to Increase the Publication of Liquor License for a New License Year from \$10.00 to \$15.00 and Increase the Publication of Liquor License for Publication During the License Year from \$15.00 to \$30.00</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">M.26.</p>

City Clerk is proposing an Ordinance to increase Publication of Liquor License for a New License Year from \$10.00 to \$15.00 and Increase the Publication of Liquor License for Publication During the License Year from \$15.00 to \$30.00. The Clerk reviewed the City's municipal ordinances and determined that there has never been an increase for the publication fees. The average price for the new license year publication can be anywhere from \$12.00-\$19.00 per entry (depending on how many are being published at one time). The average price for a publication during the license year can run from \$25.00-\$35.00, depending on how long the notice is. The City has been paying the shortfall on these publications for years.

COUNCIL ACTION REQUESTED

Motion to approve an Ordinance to Increase the Publication of Liquor License for a New License Year from \$10.00 to \$15.00 and Increase the Publication of Liquor License for Publication During the License Year from \$15.00 to \$30.00, or as directed.

CLERK-SJR

ORDINANCE NO. 2025-_____

AN ORDINANCE TO AMEND §169-1 LICENSES REQUIRED, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, TO INCREASE THE FEE FOR THE PUBLICATION OF NOTICE OF APPLICATION OF LIQUOR LICENSE FOR A NEW LICENSE YEAR FROM \$10.00 TO \$15.00 AND TO INCREASE THE FEE FOR THE PUBLICATION OF NOTICE OF APPLICATION OF LIQUOR LICENSE FOR PUBLICATION DURING THE LICENSE YEAR FROM \$15.00 TO \$30.00

WHEREAS, the cost to the City of administering publications by the publication companies for liquor licenses has increased each year, and over the past number of years, the City has not increased the publication fees to be paid by the applicants and the City has been absorbing the additional price of the publication of liquor licenses applications notices for years; and

WHEREAS, the Common Council having reviewed, as recommended by the City Clerk, an Ordinance to Increase the Fee for the Publication of Notice of Application of Liquor License for a New License Year from \$10.00 to \$15.00 and to Increase the Fee for the Publication of Notice of Application of Liquor License for Publication during the License Year from \$15.00 to \$30.00, and having found such increases to be reasonable and not in excess of the actual cost of such license administration publication costs charged to the City by the publisher.

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

SECTION 1: §169-1 Licenses required, of the Municipal Code of the City of Franklin, Wisconsin, specifically and solely as it pertains to Section 158-3F Publication for new license year therein, be and the same is hereby amended as follows: delete "\$10.00" and in place thereof insert: "\$15.00".

SECTION 2: §169-1 Licenses required, of the Municipal Code of the City of Franklin, Wisconsin, specifically and solely as it pertains to Section 158-3F Publication during license year therein, be and the same is hereby amended as follows: delete "\$15.00" and in place thereof insert: "\$30.00".

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 21st day of January, 2025, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 21st day of January, 2025.

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 1/21/2025
REPORTS & RECOMMENDATIONS	<p>Claim submitted by Steven Sharratt on November 27, 2024, alleging tire damage to his vehicle as a result of hitting a pothole/cut in the road in the City of Franklin on August 4, 2024. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate the public business process and terms with regard to the Steven Sharratt claim, and Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject claim and litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER 15.27.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate the public business process and terms with regard to the Steven Sharratt claim, and Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject claim and litigation in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE January 21, 2025
REPORTS AND RECOMMENDATIONS	<p>Potential development and proposal and potential development agreement for the property located at 3303 West Oakwood Road, bearing Tax Key No. 951-9994-002, within Tax Incremental District No. 8. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential development and proposal and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of a potential development agreement for the development of property located at 3303 West Oakwood Road, bearing Tax Key No. 951-9994-002, within Tax Incremental District No. 8, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER M.28.

Department of Economic Development, City Development, Finance and Legal Services departments staff will be present at the meeting.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential development and proposal and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of a potential development agreement for the development of property located at 3303 West Oakwood Road, bearing Tax Key No. 951-9994-002, within Tax Incremental District No. 8.

Economic Development Dept.: JR; Legal Services Dept. jw

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">January 21, 2025</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;"><i>City of Franklin v BPC Master Developer, LLC and Michael Zimmerman</i>, Milwaukee County Circuit Court Case No. 24-CV-7479 and Tax Incremental District No. 5 Development Agreement — 2024 Shortfall Payment. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">15.29.</p>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the *City of Franklin v BPC Master Developer, LLC and Michael Zimmerman*, Milwaukee County Circuit Court Case No. 24-CV-7479 litigation and/or possible litigation related to the 2024 shortfall payment under the TID 5 Development Agreement, 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 01/21/2025
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of January 21, 2025.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of January 21, 2025.

CITY CLERK'S OFFICE



414-425-7500

License Committee Agenda*
Franklin City Hall Aldermen's Room
9229 West Loomis Road, Franklin, WI
January 21, 2025 – 5:45 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Police Incident Reports from May 15 thru December 26, 2024 5:45 P.M.	Gerald Hay, Agent for On the Border, will appear before the License Committee to Review the Police Incident Reports from May 15, 2024 thru December 26, 2024 for the Class B Establishment			
Operator 2024-2025 New	Connor Petkovich No Location			
Operator 2024-2025 New	Angelo Rinelli The Rock Sports Complex			
Operator 2024-2025 New	Jacob D Trask Kwik Trip #287			
Operator 2025-2026 Renewal	Dennis Fons Franklin Noon Lions Club			
Operator 2025-2026 Renewal	William Tietjen Franklin Noon Lions Club			
Temporary Class "B" Beer	Franklin Noon Lions Club – Independence Celebration & St. Martin's Fair Person in Charge: William Tietjen Location: 9229 W. Loomis Rd & St. Martin's Rd Dates of Event: 7/3/25 through 7/5/2025 & 8/31/25 through 9/1/2025			
Class B Combination Change of Agent 2024-2025	Chili's Grill & Bar Brinker Restaurant Corporation Lindsay Brieske, Agent 6439 S 27th St			
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 7/6/2025			
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 align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 1/21/2025</p>
<p align="center">Bills</p>	<p align="center">Vouchers and Payroll Approval</p>	<p align="center">ITEM NUMBER I</p>

Attached are vouchers dated January 3, 2025 through January 16, 2025 Nos. 200724 through Nos. 200995 in the amount of \$ 3,991,057.79. Also included in this listing are EFT Nos. 5934 through EFT Nos. 5948, Library vouchers totaling \$ 2,051.03, Tourism vouchers totaling \$ 710.00, Water Utility vouchers totaling \$ 693,918.86 and Property Tax Refunds in the amount of \$ 41,530.62. Voided checks in the amount of \$ (29.10) are separately listed.

Early release disbursements dated January 3, 2025 through January 15, 2025 in the amount of \$ 735,376.02 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 Nos. 529 through Nos. 534 and EFT Nos. 356 (S) through Nos. 357 (S) dated January 13, 2025 and January 15, 2025 in the amount of \$ 20,545,123.68. \$ 41,530.62 represents refund reimbursements and \$ 20,503,593.06 represents settlements from US Bank. There is also an additional \$ 35,254,053.07 of tax settlements from American Deposits. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated January 10, 2025 is \$ 481,357.28, previously estimated at \$ 488,000. Payroll deductions dated January 10, 2025 are \$ 268,761.14, previously estimated at \$ 265,000.

The estimated payroll for January 24, 2025 is \$ 587,000 with estimated deductions and matching payments of \$ 600,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of January 16, 2025 in the amount of \$ 3,991,057.79
- Payroll dated January 10, 2025 in the amount of \$ 481,357.28 and payments of the various payroll deductions in the amount of \$ 268,761.14 plus City matching payments and
- Estimated payroll dated January 24, 2025 in the amount of \$ 587,000 and payments of the various payroll deductions in the amount of \$ 600,000, plus City matching payments.

ROLL CALL VOTE NEEDED