

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/04/2015
REPORTS & RECOMMENDATIONS	AT&T CELL CONTRACT FOR LOCATING ON TOWER AT 8901 WEST DREXEL AVENUE	ITEM NUMBER <i>G.14.</i>

BACKGROUND

A lease consultant with AT&T has approached the City regarding renewal of the current contract cell site at the City's water tower 8901 West Drexel Avenue set to expire in December 2015.

Staff has reviewed all current lease contracts and contacted neighboring communities for their experience with similar contracts.

ANALYSIS

City Finance Department has summarized "Existing Cellular Antenna Lease Agreements"- see attached.

AT&T is proposing \$15k/ year with a 3% annual escalator each year (see attached contract proposal). Staff discussed AT&T leases with Oak Creek and learned that the AT&T Lease at 27th Street and Sycamore is now \$47,629.69 with a 5% increase per year. AT&T's Lease manager supplied the additional information which we plotted on the attached map:

- 2925 County Highway G Caledonia WI \$570.34 per month [\$6,844/year] 15% escalation every five year term
- 4747 South Howell Ave Milwaukee WI \$806.25 per month [\$9,675/year] 7.5% escalation every five year term.
- 841 North Broadway Milwaukee WI \$25,655.08 per month [assume per year] 3% annual escalation.
- 2129 West Morgan Avenue Milwaukee WI \$650.00 [\$7,800 / year] per month no escalation.
- 3830 West Grant Street West Milwaukee WI \$1138.00 per month [\$13,656 / year] 15% escalation every five year term.
- Miller Park Milwaukee WI \$4768.93 per month [\$57,227.16] 3% annual escalation.
- 640 South 84th Street West Allis WI 925.00 per month [\$11,100 / year] 4% annual escalation.
- 12660 West Beloit Road New Berlin WI \$2955.00 [\$35,460 / year] per month 3% annual escalation.
- Tess Corners Dr Muskego WI \$805.00 per month [9,660 / year] 15% five year term escalation.
- Racine Ave Muskego WI \$1261.00 [\$15,132 / year] per month 3% annual escalation.
- 5050 South 104th Street Genfield WI. \$23565.00 annual CPI based annual escalator.

Upon showing the above list to the Water Superintendent for the City of Milwaukee, she supplied the following comment:

ITMD currently manages 15 cell leases at a total of six locations. The total annual leases owed is \$439,428. Our current leases typically start ~\$30k the first year, with a 5% annual escalator. Leases are typically for 5 years with a mutual option to extend for 4 additional terms.

In summary, Staff believes that the current offer of \$15k/year +3% is not a reasonable offer and many or all of the current Franklin leases may be below market.

This issue was discussed at the July 21, 2015 Board of Water Commissioners meeting. Commissioners were given opportunity to take the information home and report back to staff with any comments. Feedback from

the Commissioners was that the contract proposal from AT&T be rejected. A closed session meeting with Council can divulge their suggestion for negotiation.

OPTIONS

1. Accept the current AT&T offer of \$15k/year plus a 3% / year escalator.
2. Reject AT&T's offer and enter into negotiations for different terms.
3. Table.

FISCAL NOTES

City owns the land so any revenue is split between the City General Fund and the Water Utility.

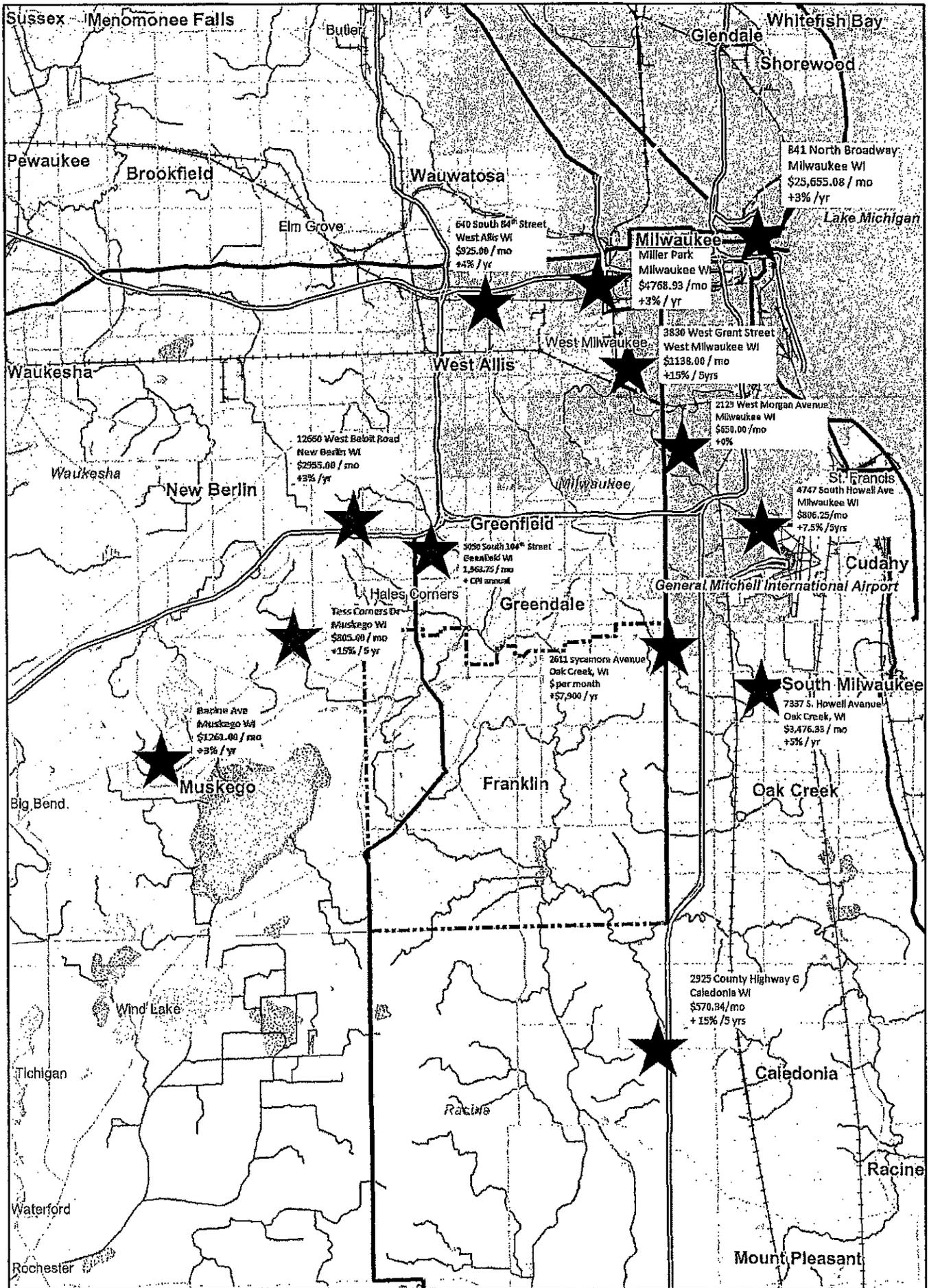
REMMENDATIONS

Reject AT&T's offer and enter into negotiations for different terms.

City of Franklin
Summary of Existing Cellular Antenna Lease Agreements

Contract Date	Commencement End Date	Payment Frequency	Increase Calculation	Terms	Calendar Year Revenue Received									
					2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Ameritech (Cingular)	9/25/1990	12/4/1990 12/3/2015	Monthly CPI	5 years plus 4 successive 5 yr terms	5,653.83	5,309.56	5,429.60	5,429.61	5,876.78	5,821.92	5,803.81	6,085.02	6,185.57	6,277.45
City					5,653.84	5,309.52	5,429.56	5,429.55	5,876.70	5,821.92	5,813.71	6,084.91	6,185.55	6,277.36
Vendor Total					11,307.67	10,619.27	10,859.16	10,859.16	11,753.48	11,643.84	11,617.52	12,169.93	12,371.12	12,554.81
Percent Change					20.45%	-6.09%	2.26%	0.00%	8.24%	-0.83%	1.49%	2.96%	1.65%	1.48%
Prismco (Verizon)	3/19/1996	5/1/1996 4/30/2021	Annual CPI	5 years plus 4 successive 5 yr terms	5,871.48	6,047.63	4,404.91	6,173.06	6,173.06	6,352.08	6,583.30	6,738.99	6,797.27	6,930.50
City					5,871.48	6,047.62	4,404.91	6,173.06	6,173.06	6,352.08	6,583.29	6,739.97	6,797.27	6,930.49
Vendor Total					11,742.96	12,095.25	8,809.82	12,346.12	12,346.12	12,704.16	13,166.59	13,479.96	13,594.54	13,860.99
Percent Change					3.00%	3.00%	-27.16%	40.14%	0.00%	2.90%	3.64%	2.36%	0.85%	1.96%
Nextel	4/10/1998	4/10/1998 4/9/2023	Annual CPI	5 years plus 4 successive 5 yr terms	5,517.98									
City					5,517.98									
Vendor Total					11,035.96	0.00								
Percent Change					0.00%	-100.00%								
Voicestream (T-Mobile)	5/19/2000	9/1/2000 8/31/2025	Annual CPI or 5%	5 years plus 4 successive 5 yr terms	7,857.69	8,040.58	8,442.61	8,965.21	9,413.47	9,884.14	10,378.35	10,897.26	11,442.13	12,014.23
City					7,857.69	8,040.57	8,442.60	8,965.20	9,413.46	9,884.13	10,378.34	10,897.26	11,442.12	12,014.23
Vendor Total					15,315.38	16,081.15	16,885.21	17,930.41	18,828.93	19,768.27	20,756.69	21,794.52	22,884.25	24,028.46
Percent Change					5.00%	5.00%	5.00%	6.19%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Telecom (AT&T)(Cingular 2)	9/20/2000	10/4/2000 9/30/2025	Annual CPI or 5%	5 years plus 4 successive 5 yr terms	7,657.69	8,040.58								
City					7,657.69	8,040.58								
Vendor Total					7,657.69	8,040.57								
Percent Change					5.00%	5.00%								
U.S. Cellular	1/ /2004	3/1/2004 2/28/2029	Annual Prior year plus 5%	5 years plus 4 successive 5 yr terms	8,925.00	9,117.03	9,306.45	9,704.60	9,707.36	9,962.53	10,124.82	10,421.37	10,587.34	10,754.69
City					8,925.00	9,117.02	9,306.44	9,704.60	9,707.35	9,962.52	10,124.82	10,421.36	10,587.33	10,754.69
Vendor Total					17,850.00	18,234.05	18,612.89	19,409.20	19,414.71	19,925.05	20,249.64	20,842.73	21,174.67	21,509.38
Percent Change					5.00%	2.15%	2.08%	4.29%	0.03%	2.63%	1.63%	2.93%	1.59%	1.58%
Prismco (American Tower)	10/1/1999	see note 9/30/2024	Annual Per contract yrs 6-10 = \$10,800/yr yrs 11-15 = \$12,960/yr yrs 16-20 = \$15,552/yr yrs 21-25 = \$18,666/yr	5 years plus 4 successive 5 yr terms	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00
City					5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00
Vendor Total					10,800.00	10,800.00	10,800.00	10,800.00	10,800.00	10,800.00	10,800.00	10,800.00	10,800.00	10,800.00
Percent Change					-35.71%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	20.00%
Drexel Water Tower Total					82,567.35	73,110.87	55,167.08	60,544.89	55,071.68	64,041.32	65,990.44	68,287.14	70,024.56	71,953.64
Drexel Tower - reimb for painting & maintenance												80,000.00	(5,700.00)	
Always Avenue Total					10,800.00	10,800.00	10,800.00	10,800.00	10,800.00	10,800.00	10,800.00	10,800.00	10,800.00	15,552.00
Grand Total					93,367.35	83,910.87	65,967.08	71,344.89	66,031.68	77,001.32	78,950.44	81,247.14	82,844.56	87,505.64
Total City					01,000.4725	46,683.67	41,955.47	32,983.57	35,672.48	34,015.89	38,500.67	39,470.28	40,623.64	41,492.31
Total Vendor Total					65,000.4725	46,683.68	41,955.40	32,983.51	35,672.41	34,015.79	38,500.65	39,480.16	40,623.50	41,492.27
Grand Total					93,367.35	83,910.87	65,967.08	71,344.89	68,031.68	77,001.32	78,950.44	81,247.14	82,844.56	87,505.64

Note: There is nothing in the file that indicates the commencement date. American Towers paid \$10,800 in September 2004 indicating that they are using 10/1 as the commencement date and that they are in the 6th year of the contract. The \$6,000 received in January 2004 is believed to be a pro-rated portion of the rent for 1999. Use 10/1/1999 as the commencement date





June 4, 2015

Ron Romeis
9229 West Loomis Road
Franklin, WI 53132

Re: AT&T Lease Expiration Program
FA # 10011899; Lease ID: 3375, MIL-GI-42, located at 8901 WEST DREXEL AVENUE, FRANKLIN, WI 53132

Dear Ron Romeis,

As you are aware, AT&T Mobility ("AT&T") has partnered with Md7, LLC ("Md7") to work with you to facilitate certain modifications to the cell site lease on your property. These modifications will allow AT&T to meet current business requirements and enhance your site's value to the network. AT&T has asked Md7 to provide services in administering AT&T's Lease Expiration Program (LEP). Md7 has been authorized by AT&T to correspond and discuss how the LEP program may be of benefit to you.

Changes in the Wireless Industry

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

What does this mean to me?

AT&T would like to work together with you in extending the current lease which is set to expire on 12/3/2015. AT&T is willing to offer the following modifications to secure a longer-term lease with you:

- Commencing **December 01, 2015**: Adjust rent to a revised figure of **\$15,000.00 per year** based on regional market analysis and operational performance statistics.
- Rent will remain fixed until **December 01, 2016**. On this date, and every anniversary thereafter, a **3% escalator** will take effect and be set into place until the termination or expiration of the lease.
- Extend the life of the lease with up to **5 renewal terms** (1 term is equal to 5 years).

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship for years to come. Participation in this program is optional and AT&T will continue to abide by the terms of the existing agreement, including AT&T's rights to not extend the existing lease agreement. After having reviewed this proposal, please contact me prior to June 9, 2015. Thank you for your consideration.

Sincerely,

Jeff Kruth

Md7, LLC | 10590 West Ocean Air Drive, Suite 300 | San Diego, CA 92130 | 888.553.6599

Md7 | Lease Consultant
10590 West Ocean Air Dr.
San Diego, CA 92130
o (858) 984-7414
f (858) 430-2722
jkruth@md7.com

Authorized Agent for AT&T Mobility

cc: Gregory D. Ohmer
Area Manager Real Estate Transaction, AT&T Mobility



Submission of this letter does not constitute a modified agreement and is only a proposal. The parties acknowledge and agree that they intend to be bound only upon the execution of an amendment detailing the provisions herein.

MIL-GI

ANTENNA SITE LOCATION AGREEMENT

THIS ANTENNA SITE LOCATION AGREEMENT ("Agreement") is made as of the date determined pursuant to Section 26 below, by and between CITY OF FRANKLIN WATER UTILITY, a Wisconsin municipal corporation (the "Utility") and MILWAUKEE SMSA LIMITED PARTNERSHIP, a Delaware limited partnership ("SMSA").

RECITALS

The Utility owns certain real property located at 9229 West Loomis Road in the City of Franklin, Milwaukee County, Wisconsin, Tax Key Nos. 801-9977-002, 801-9995 and 802-9997 (the "Property").

The Utility owns a water tower (the "Tower"), which is located on the Property. The Utility has the power and authority to grant third parties, such as SMSA, the right to use space on the Tower during the term of this agreement.

SMSA wishes to lease a portion of the Property (the "Site"), the Access Easement and the Cable Trough Easement as more particularly described on the Plat of Survey No. 90-2760 dated September 25, 1990 and revised 11-29-1990, prepared by Zimmerman Engineering Corp. of Greendale, Wisconsin, attached hereto as Exhibit A and incorporated herein, as well as construct a platform on the Tower and place transmission lines and antennae on the Tower and other related equipment on the Site, including an equipment enclosure to provide telecommunications service to SMSA's customers. The equipment enclosure shall be clad in brick and other materials to suitably match the exterior of the existing fire department building located on the Property. All of SMSA's equipment including, without limitation, the antennae, transmission lines, equipment enclosure, transmission and reception equipment, wiring, conduit, and such other personal property as SMSA may from time to time bring upon the Site or install upon the Tower for use in the operation of its business at the Site hereinafter shall be referred to as the "Equipment".

The Utility is willing to lease the Site, the Access Easement and the Cable Trough Easement, as well as space on the Tower to SMSA for constructing a platform and installing its Equipment (the "Tower Space"), in the location more particularly described on pages A1, A2, A3, A5, S1, E1, E2 and E3 of the Construction Plans dated November 12, 1990 prepared by Popowych Associates Ltd. of Chicago, Illinois (the "Construction Plans"), which Construction Plans are specifically incorporated herein by reference, and allow SMSA to use the Equipment for the operation of its telecommunication business, upon the terms and conditions set forth herein.

QB111590

COVENANTS

NOW, THEREFORE, in consideration of the recitals and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. Grant of Rights. During the term of this Agreement and any extensions thereof, the Utility hereby grants to SMSA the following exclusive rights:

(a) to enter upon the Site, the Access Easement, the Cable Trough Easement and the Tower Space (hereinafter collectively referred to as the "Leased Premises") for the purposes set forth herein;

(b) to place SMSA's Equipment on the Leased Premises;

(c) to make alterations, modifications and improvements to the Tower, as described in the Construction Plans (the "Improvements");

(d) to install a transmission line on the Tower, between the equipment enclosure located on the Site and the antennae located on the Tower (which transmission line space is included in the definition of Tower Space);

(e) to use the Equipment for the operation of SMSA's telecommunications business and related uses;

(f) to maintain, repair and replace the Equipment as necessary in the normal course of operation of SMSA's business on the Tower;

(g) to have access to the Leased Premises and Tower twenty-four (24) hours a day; and

(h) to remove the Equipment upon the expiration or earlier termination of SMSA's rights under this Agreement. Included within the right to construct and install the Improvements to the Tower shall be the right to install such utility service lines as may be required in SMSA's reasonable judgment for the installation and operation of the Equipment, subject to the Utility's prior approval, which approval shall not be unreasonably withheld or delayed.

2. Term. This Agreement shall be effective for an initial term of five (5) years, commencing on the date this Agreement is dated by the parties in accordance with Section 26 below.

3. Option to Extend. SMSA shall have the option to extend the term of this Agreement for up to four (4) additional periods of five (5) years each, upon written notice to the Utility of

SMSA's intention to exercise its option, at least sixty (60) days before the expiration of the then-current term of this Agreement.

4. Year to Year Extension. At the expiration of the term of this Agreement, as it may have been extended by SMSA from time to time as provided above, this Agreement shall be deemed to have been extended by the parties on a year-to-year basis, unless either party notifies the other party in writing at least six (6) months before the expiration of the fourth extension term, that such party chooses to terminate this Agreement rather than have it extended on a year-to-year basis. The rentals during such year-to-year terms shall be increased in accordance with the provisions of Section 5.1 below.

5. Rent. SMSA shall pay to the Utility, during the original term of this Agreement, an annual rent of Seven Thousand Two Hundred and 00/100 Dollars (\$7,200.00) (the "Base Annual Rent") in equal monthly payments of Six Hundred and 00/100 Dollars (\$600.00) each on the first day of each month, in advance, at the address set forth in this Agreement for giving notices. The rent for the first partial month of the term of this Agreement shall be prorated on a daily basis and shall be due and payable on the first day of the next subsequent calendar month, along with the first full month's rent.

5.1. Adjustments to Rent. Effective as of the first day of the first Agreement Year of the initial five (5) year term, and for each Agreement Year thereafter during the remainder of the initial term and any extensions thereof, the Base Annual Rent shall be increased by a percentage equal to the greater of (i) ~~one-half (1/2) the percentage increase from the Base Index to the Current Index of the Consumer Price Index (as such terms are herein defined), or (ii) six percent (6%).~~ x del
EC

The term "Agreement Year" shall mean the twelve (12) month period commencing on the first day of the first Commencement Month of this Agreement and each successive twelve (12) month period thereafter. The term "Commencement Month" shall mean the month in which the term of this Agreement commences. The term "Base Index" shall initially refer to the Consumer Price Index published for the Commencement Month in the year 1990 and subsequently shall mean the Consumer Price Index published for the Commencement Month in the Agreement Year immediately preceding the Agreement Year for which Base Annual Rent is to be adjusted. The term "Current Index" shall mean the Consumer Price Index published for the Commencement Month in the Agreement Year for which the Base Annual Rent is currently being adjusted. The term "Consumer Price Index" shall mean the consumer price index for all Urban Consumers, United States City Average, All Items 1982-84=100 Base (as published by the United States Department of Labor Statistics). If the Consumer Price Index is discontinued, the index promulgated by the Department of Labor which, in the Utility's reasonable opinion most closely approximates the

Consumer Price Index, shall be used in calculating any increase in rent.

If the Current Index in any Agreement Year is not available on the first day of the Commencement Month of such Agreement Year, SMSA shall continue to pay Base Annual Rent at the rate established for the previous Agreement Year, until the Current Index is established, whereupon SMSA shall, within thirty (30) days of receipt of a statement from the Utility describing in reasonable detail the change in the Consumer Price Index and a computation of the increased Base Annual Rent, pay to the Utility any additional rent owed for the period from the first day of the Commencement Month through the month in which such statement is given, and thereafter SMSA shall pay the increased Base Annual Rent monthly.

6. Improvements. SMSA shall have the right to construct and install the Improvements within the Leased Premises, provided, however, that such Improvements shall not materially adversely affect the structural integrity, repair or maintenance of the Tower, or the Utility's use of the Tower. The construction, installation and plans with regard to the Improvements shall be subject to the approval of AEC Engineers and Designers ("AEC") and SMSA agrees to pay for the actual cost of AEC's review in an amount not to exceed Two Thousand Eight Hundred and 00/100 Dollars (\$2,800.00). SMSA agrees that it shall not install a fence around its equipment enclosure or around any portion of the Leased Premises; however, SMSA shall have the option of screening the equipment enclosure through the use of appropriate landscaping. SMSA shall, at its sole cost and expense, repair any material damage to the Tower caused by or resulting from SMSA's installation of the Improvements or the Equipment including, without limitation, painting of any damaged portion of the Tower. The Improvements and the Equipment shall at all times be the property of SMSA and SMSA shall have the right to remove the same upon expiration or early termination of the term of this Agreement, provided, however, that SMSA shall repair any damage caused by such removal, ordinary wear and tear, damage by casualty and condemnation excepted.

If necessary, due to structural or engineering reasons, SMSA shall permit the relocation of the two (2) antennae existing on the Tower to a new location on the Tower Space, at the sole cost and expense of SMSA.

7. Repairs and Maintenance. Except for damage caused by the tortious act or omission of SMSA, the Utility shall, at its sole cost and expense, perform all repairs and maintenance necessary to keep the Tower in good and sufficient operating condition at all times during the term of this Agreement and any extensions thereof. Except for damage caused by the tortious act or omission of the Utility, SMSA shall, at its sole cost and expense, repair and maintain the Improvements and Equipment installed by SMSA. SMSA and its authorized representatives shall

have twenty (24) hour access at all times to the Tower for the purpose of performing SMSA's repair and maintenance obligations under this Paragraph.

8. Installation. SMSA shall be permitted to install its Equipment including, without limitation, antennae and transmission lines on the Leased Premises and to replace the Equipment, or parts thereof, with new or different items having the same or similar specifications. SMSA agrees that the installation shall be done in a neat, workmanlike manner consistent with good engineering practices. All costs associated with the installation of the Equipment including, without limitation, the cost of extending utility service to SMSA's Equipment shall be paid for by SMSA. The Utility shall have the right to designate the route to be used to install the transmission line between the building and the antennae; provided, however, that such designation shall be consistent and in accordance with good engineering practice, considering both technical and cost factors.

9. Taxes. The Utility and SMSA agree that the Leased Premises are tax-exempt at the time of commencement of this Agreement. SMSA shall provide to the Utility such information as may be required to take continued advantage of any tax exemption available with respect to the Leased Premises pursuant to Wis. Stat. §76.38 (1987-88), as the same may be re-numbered or amended from time to time. In the event the tax-exempt status of the Leased Premises changes during the term of this Agreement, the parties agree that the net general taxes shall be fairly and equitably prorated between the Utility and SMSA.

10. Insurance.

(a) Liability. SMSA shall maintain, at its sole cost and expense, public liability insurance with an initial coverage limit of at least Three Million Dollars (\$3,000,000) against any claims for personal injury or property damage relating to or arising from SMSA's use or occupancy of the Leased Premises; for a claim by a single person or for the aggregate of claims by any number of people arising out of a single occurrence. At each annual renewal, SMSA shall provide the Utility with a certificate of insurance evidencing the coverage required to be obtained by SMSA herein.

(b) Casualty. The Utility shall maintain, at its sole cost and expense, all perils insurance with extended and replacement cost endorsements insuring the Tower at its full insurable value. SMSA shall maintain, at its sole cost and expense, all perils insurance with extended and replacement cost endorsements insuring its Equipment for its full insurable value.

11. Early termination. Notwithstanding any provision to the contrary in this Agreement, SMSA shall have the privilege of terminating this Agreement at any time upon thirty (30) days'

prior written notice to the Utility on the following terms and conditions:

(a) If SMSA exercises this privilege during the term of this Agreement or any extension thereof, then SMSA shall remove its Equipment and the Improvements from the Leased Premises and the Tower within a reasonable time; provided, however, that SMSA shall pay to the Utility a sum equal to six (6) times the then-current monthly rent (the "Termination Fee").

(b) If either SMSA or the Utility is prohibited by law from fulfilling its obligations under this Agreement as a result of an enactment of law or an order issued by a governmental authority or a court of competent jurisdiction, then SMSA shall remove its Equipment and Improvements from the Leased Premises and Tower within a reasonable time; provided, however, that SMSA shall not be further obligated to the Utility for the payment of rent under this Agreement, except as provided hereinafter.

(c) If SMSA has not removed all of its Equipment and the Improvements from the Leased Premises or the Tower upon the expiration or earlier termination of this Agreement pursuant to subsections (a) or (b) above or otherwise, then SMSA shall have a reasonable time, not to exceed six (6) months, to remove its Equipment and the Improvements; provided, however, that in addition to the Termination Fee, if applicable, SMSA shall continue to pay rent at the rate in effect during the last month of the term, for each month during which any Equipment and Improvements have not been so removed from the Leased Premises.

(d) Upon expiration or earlier termination of this Agreement, SMSA shall remove its Equipment and Improvements from the Leased Premises and Tower and shall restore the Leased Premises and the Tower to the condition which existed at the time of installation of such Equipment and Improvements.

12. Damage or Destruction. If any portion of the Tower or Leased Premises or both are materially damaged (so as to no longer be useful for SMSA's purposes) or destroyed due to any accident or casualty during the term of this Agreement, and if the Utility chooses to not rebuild the damaged or destroyed portion of the Tower or the Leased Premises, then either party may terminate this Agreement and all insurance proceeds relating to the damage or destruction of the Tower or the Leased Premises shall be immediately forwarded to the Utility. However, if the Utility chooses to rebuild following such a loss, then SMSA may choose, by written notice to the Utility within sixty (60) days following written notification of the Utility's election, between (a) keeping this Agreement in full force and effect for its remaining term, except that the rent shall abate while and to the extent that the Tower or Leased Premises is not useful for SMSA's purposes, and (b) terminating this Agreement.

If SMSA elects option (a) above, the Utility shall immediately and diligently proceed, to completion, the repair and restoration of the damaged or destroyed portion of the Tower or the Leased Premises, as the case may be. All insurance proceeds received by the parties and relating to the damage or destruction of the Tower or the Leased Premises shall be applied by the parties to such repair and restoration. SMSA shall not be responsible for any of the expense of repairing, rebuilding, replacing or restoring the Tower or the Leased Premises following such a casualty, unless SMSA has received insurance proceeds for such casualty, or unless the casualty is caused by or arises from the intentional misconduct or negligent action or omission of any employee or agent of SMSA. If SMSA elects option (b) above, this Agreement and SMSA's liability for payment of the rent shall terminate as of the date of the damage or destruction.

13. Condemnation. If, during the term of this Agreement and any extension thereof, any rights in the Property, Tower or Leased Premises are (a) taken under the power of eminent domain or (b) granted or surrendered in lieu of condemnation (collectively, a "Taking") and if such a Taking materially interferes with the conduct of SMSA's business at the Leased Premises, then SMSA may choose to terminate this Agreement as of the date of the Taking, by delivering written notice of termination to the Utility by no later than thirty (30) days following the date of such Taking. In addition, SMSA shall be entitled to make a separate claim against the condemning authority pursuant to the provisions of Chapter 32, Wisconsin Statutes (1987-88) for the value of its unexpired rights hereunder, the costs of finding a new site and relocating its Equipment, the value of any Equipment taken by the condemning authority, and any other rights for which SMSA may be entitled to compensation under applicable laws then in effect.

14. Utilities. SMSA shall pay for all utility services it consumes in the Leased Premises. SMSA also shall pay all fees charged by any utility service provider for any connections required for the installation of SMSA's Equipment in the Leased Premises.

15. Laws and Permits. SMSA shall comply with all laws, statutes, ordinances, and regulations governing the conduct of its business on the Leased Premises during the term of this Agreement. the Utility shall cooperate with SMSA, at SMSA's sole expense, in all efforts by SMSA to secure, maintain, or renew any or all licenses or permits needed for the installation and use of the Equipment and the operation of SMSA's business at the Leased Premises.

16. Interference from/with Other Tower Users. For purposes of this Paragraph, all other parties having rights to use the Tower during the term of this Agreement shall be referred to herein as "Other Users".

The Utility shall notify SMSA, in advance, about any proposed Other Users of space on the Tower in order to give SMSA an opportunity to raise engineering or interference concerns about the effect that the proposed use might have on SMSA's business being conducted at the Site. The parties recognize the potential for broadcast interference inherent in multiple use of the Tower for various broadcasting tenants. In order to prevent the occurrence of such interference during the term of this Agreement, the parties agree to the following:

(a) SMSA shall take all necessary steps to relieve and correct any interference with the broadcasting activities of the Other Users caused by SMSA's use of the Tower or the Leased Premises. As used herein and throughout the Agreement, "interference" with a broadcasting activity shall mean, (1) interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association ("EIA") and the rules and regulations of the Federal Communications Commission ("FCC") then in effect, or (2) a material impairment of the quality of either sound or picture signals on a broadcasting activity in any material portion of the protected service area (as such area is or may be defined by the FCC during the period of operation of such activity), as compared with that which would be obtained if no other broadcaster were broadcasting from the Tower or had any equipment at the Tower.

(b) If interference results from SMSA's failure to comply with the recommended practices of EIA or the rules and regulations of the FCC, or results in interference of the broadcasting activities of the municipality of the City of Franklin including, without limitation, its police, fire and rescue services, then SMSA shall remove such interference.

(c) If interference to SMSA's Equipment is caused by the Utility or Other Users of the Tower who have placed their antennae on the Tower prior to the commencement of the term of this Agreement ("Prior Users"), and the Utility or the Prior Users are in compliance with the recommended practices of EIA or the rules and regulations of the FCC, then SMSA shall eliminate such interference at SMSA's sole cost and expense. If interference is caused by Other Users who are not Prior Users, or is caused by the Utility's or Prior Users' non-compliance with the recommended practices of EIA or the rules and regulations of the FCC, then SMSA shall notify the Utility, by telephone or by other means, of the interference and the Utility shall, within twenty-four (24) hours of such notice from SMSA, eliminate the interference at the Utility's cost or cause the Other Users to eliminate the interference at their cost, as the case may be. If elimination of the interference cannot be achieved within said twenty-four (24) hour period, then the Utility or the Other Users, as the case may be, shall cease all broadcasting and other activities resulting in the interference until such time as the cause of the interference has been determined and an effective

solution has been implemented by the Utility or the Other Users, at their sole cost and expense.

(d) If the Utility shall enter into negotiations with potential Other Users for the installation of antennae or broadcasting equipment, during the term of this Agreement, it shall advise SMSA of such potential Other Users.

17. Default. If SMSA fails to perform any of its obligations under this Agreement, and if such a default continues for more than thirty (30) days after the Utility notifies SMSA of the existence and nature of the default, then the Utility may terminate the rights of SMSA under this Agreement, subject to SMSA's right to remove the Improvements and Equipment upon termination, and the Utility may recover damages from SMSA arising from such default. In addition to the above, the Utility shall have the right to perform SMSA's obligations on SMSA's behalf and to charge SMSA, as additional rent, the expense of doing so. If the Utility fails to perform any of its obligations under this Agreement, and if such a default continues for more than thirty (30) days after SMSA notifies the Utility of the existence and nature of the default, then SMSA, in addition to any other remedy that may be available to it at law or in equity, may perform the Utility's obligation on the Utility's behalf and may offset the expense of doing so against any monthly rent or any other funds due to the Utility from SMSA. Notwithstanding the above, if a breach of its obligations by either party cannot be cured with reasonable efforts within said thirty (30) day period, the breaching party shall not be in default under this Agreement if such party commences cure efforts within said thirty (30) day period and diligently pursues such cure efforts to completion.

18. Indemnification. To the extent that any and all claims, losses, or liability for personal injury or property damage (including those claimed by third parties) resulting from or arising out of the use and occupancy of the Leased Premises or the Tower by either party would not be covered by the insurance referred to in Section 19 below, the Utility and SMSA hereby indemnify and agree to hold each other harmless from any claims, losses, or liability resulting from or arising out of the use and occupancy of the Property by the indemnifying party or its agents or employees.

19. Waiver of Subrogation Rights. Intentionally Deleted.

20. Broker's Commissions. Each party shall pay the fees or commissions of any broker, consultant, or agent with whom it contracted to pay a fee or commission in relation to this transaction and each party hereby indemnifies and holds the other party harmless from liability arising from such claim by a broker who alleges assisting the Indemnitor in lease negotiations.

21. Assignment. SMSA shall not assign the Lease or any of its rights hereunder to any party other than an affiliate of SMSA (i.e., a party controlling, controlled by, or under common control with SMSA) without the prior written consent of the Utility, which will not be unreasonably withheld or delayed. An assignment to an affiliate shall not relieve SMSA of any of its liabilities or obligations hereunder. The Utility shall have the right to require any assignee to assume all terms and provisions hereof in writing.

22. Notices. Unless specifically stated otherwise, any notice, request, demand, or other communication between the parties required or permitted under this Agreement shall be in writing and shall be sent first class mail, postage prepaid, to the following addresses, or such other addresses as the parties may designate in writing from time to time, and shall be effective on the third business day after deposit in the U.S. mail:

SMSA: Milwaukee SMSA Limited Partnership
c/o Ameritech Mobile
Communications, Inc.
1515 Woodfield Road, 12th Floor
Schaumburg, Illinois 60173
(Attention: Vice President-General
Counsel and Real Estate Manager)
(708) 706-7660

with a copy to: James H. Baxter III, Esq.
Quarles & Brady
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4497
(414) 277-5000

UTILITY: City of Franklin Water Utility
9229 West Loomis Road
Franklin, Wisconsin 53132
(Attention: Mr. James Payne)
(414) 425-7510

with a copy to: Jesse A. Wesolowski, Esq.
Raasch, Fleming & Reidenbach, S.C.
Suite 302
131 West Layton Avenue
Milwaukee, Wisconsin 53207
(414) 483-9200

23. Memorandum of Agreement. Upon execution of this Agreement by both parties, the Utility agrees to execute and deliver to SMSA a short-form memorandum of agreement memorializing this Agreement, which shall be recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin at the sole cost of SMSA.

24. Quiet Enjoyment. So long as SMSA shall pay the rentals and all other sums herein provided and shall keep and perform all of the terms, covenants and conditions on its part herein contained, the Utility covenants that SMSA shall have the right to the peaceful and quiet occupancy of the Leased Premises.

25. Miscellaneous.

(a) Failure or delay by either party to exercise any right or remedy at the earliest opportunity shall not be deemed to be a waiver of such right or remedy.

(b) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior offers, negotiations, and agreements.

(c) This Agreement shall be governed by the laws of the State of Wisconsin.

(d) No amendment to this Agreement shall be valid unless it is executed on behalf of the duly authorized representatives of both parties.

(e) This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

26. Date of Agreement; When Binding. This Agreement shall be deemed dated the later of the two dates set forth opposite each party's signature. Presentation of this Agreement by SMSA to the Utility shall not constitute an offer to lease unless such Agreement has been signed by SMSA, and this Agreement shall not be binding until executed by both the Utility and SMSA.

27. Environmental Matters. Neither the Utility nor, to the best knowledge of the Utility, any other person has ever caused or permitted any Hazardous Material (as defined below) to be placed, held, located or disposed of on, under or at the Property or any part thereof, and neither the Property, or any part thereof, has ever been used (whether by the Utility, or to the best knowledge of the Utility, by any other person or entity) as a dump site or storage site (whether permanent or temporary) for any Hazardous Material.

For purposes of this Agreement, "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

The Utility hereby indemnifies SMSA and agrees to hold SMSA harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against SMSA for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act and any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability or standards on conduct concerning, any Hazardous Material, collectively, "Environmental Laws"), regardless of whether or not caused by, or within the control of, the Utility. The provisions of and undertakings and indemnification set out in this Section shall survive the termination of this Agreement.

SMSA agrees to indemnify the Utility and hold the Utility harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims (including court costs and reasonable attorneys' fees), of any and every kind whatsoever paid, incurred or suffered by or asserted against the Utility as a direct result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, omission, discharging or release from the Property of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Law) caused by the acts or negligence of SMSA.

28. Utility's Representations. In order to induce SMSA to enter into this Agreement, the Utility covenants, represents and warrants, as of the date of this Agreement and throughout its term, as follows:

(a) The Utility owns good and marketable title to the Property and Tower subject to no mortgages, liens, encumbrances, easements, covenants, restrictions, judgments, or other title exceptions except for the exceptions described in Chicago Title Insurance Company Commitment No. 1011037 dated August 17, 1990.

(b) The Utility has full authority to execute, deliver, and perform this Agreement;

(c) The Property and Tower have access to a public road and to all utilities;

(d) The Utility has not received any notice of violation of any law, county or municipal ordinance, or other governmental

requirement affecting the Property or Tower, and the Utility has no reason to believe that any authority contemplates issuing such notice or that any violation exists;

(e) There is no litigation or other proceeding pending or threatened affecting title to or the permitted uses of the Property or Tower;

(f) The Utility has not filed or is contemplating filing (nor has there been filed or threatened to be filed against the Utility) any action under any state or federal bankruptcy, insolvency or other similar laws.

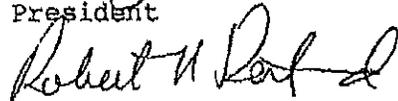
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

MILWAUKEE SMSA LIMITED PARTNERSHIP,
a Delaware limited partnership

By: Ameritech Mobile Communications
of Wisconsin, Inc., a Wisconsin
corporation, its sole general
partner

Dated: 11/2/90

By: 
Dennis C. Myers
Vice President

Attest: 
ROBERT REILAND
Assistant Secretary

CITY OF FRANKLIN WATER UTILITY,
a Wisconsin municipal corporation
FEIN: 39-6005897

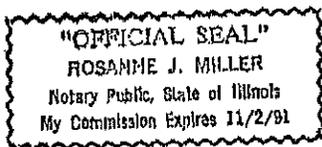
Dated: 12/4/90

By: 
Print Name: EDWIN CARSTENSEN
Water Commission President

Attest: 
Print Name: HERBERT J. GURSCHKE
Water Commission Secretary

STATE OF ILLINOIS)
) ss.
COOK COUNTY)

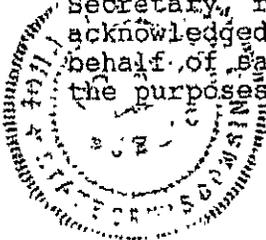
Personally came before me this 12th day of NOVEMBER, 1990, the above-named Dennis C. Myers and Robert Rekas as the Vice President and Assistant Secretary respectively, of AMERITECH MOBILE COMMUNICATIONS OF WISCONSIN, INC., the sole general partner of MILWAUKEE SMSA LIMITED PARTNERSHIP, and acknowledged that they executed the foregoing instrument on behalf of said limited partnership and by its authority, for the purposes set forth therein.



Rosanne J. Miller
Print Name: ROSANNE J. MILLER
Notary Public, COOK County
State of Illinois.
My commission EXPIRES 11/2/91

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 4 day of December, 1990, the above-named Erin Carlson and Robert V. Corville, as the Water Commission President and the Water Commission Secretary, respectively, of CITY OF FRANKLIN WATER UTILITY, and acknowledged that they executed the foregoing instrument on behalf of said municipal corporation and by its authority, for the purpose set forth therein.



John M. Bennett
Print Name: John M. Bennett
Notary Public, Milwaukee County
State of Wisconsin
My commission: Exp. 8, 1991

This instrument was drafted by:

Norrie J. Daroga, Esq.
QUARLES & BRADY
411 East Wisconsin Avenue
Milwaukee WI 53202-4497

njd#misc\ASAMIGI

EXHIBIT A

LEGAL DESCRIPTION - LEASE SITE

Part of the Northwest 1/4 of Section 16, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at a concrete monument found marking the Northwest corner of the Northwest 1/4 of said Section 16; thence North 88°-38'-02" East along the North line of said 1/4 Section 946.95 feet; thence South 01°-21'-58" East 60.00 feet to the South line of West Drexel Avenue; thence continuing South 01°-21'-58" East 15.41 feet; thence South 28°-37'-24" West 83.92 feet; thence South 01°-21'-58" East 58.43 feet; thence South 26°-51'-26" East 113.41 feet to a point of curvature; thence 12.81 feet along the arc of a curve concave to the Northeast, having a radius of 88.00 feet, and a chord bearing South 31°-01'-36" East 12.80 feet; thence leaving said curve South 54°-48'-15" West 45.89 feet to the point of beginning of the land to be described; thence South 68°-00'-00" East 7.14 feet; thence South 22°-00'-00" West 20.00 feet; thence North 68°-00'-00" West 45.00 feet; thence North 22°-00'-00" East 20.00 feet; thence South 68°-00'-00" East 37.86 feet to the point of beginning.

LEGAL DESCRIPTION - ACCESS EASEMENT

An access easement 12.00 feet in width, being a part of the Northwest 1/4 of Section 16, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, the centerline of which is more particularly described as follows:

Commencing at a concrete monument found marking the Northwest corner of the Northwest 1/4 of said Section 16; thence North 88°-38'-02" East along the North line of said 1/4 Section 946.95 feet; thence South 01°-21'-58" East 60.00 feet to the South line of West Drexel Avenue and the point of beginning of said centerline; thence continuing South 01°-21'-58" East 15.41 feet; thence South 28°-37'-24" West 83.92 feet; thence South 01°-21'-58" East 58.43 feet; thence South 26°-51'-26" East 113.41 feet to a point of curvature; thence 12.81 feet along the arc of a curve concave to the Northeast, having a radius of 88.00 feet, and a chord bearing South 31°-01'-36" East 12.80 feet; thence leaving said curve South 54°-48'-15" West 45.89 feet to Point "A" and the point of termination of said centerline.

The side lines of said easement to be extended or shortened to intersect the heretofore described lease site, and points of intersection parallel to said centerline.

LEGAL DESCRIPTION - CABLE TROUGH EASEMENT

A cable trough easement 5.00 feet in width, being a part of the Northwest 1/4 of Section 16, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, the centerline of which is more particularly described as follows:

Commencing at Point "A" in the heretofore described access easement; thence North 68°-00'-00" West 32.86 feet to the point of beginning of said centerline; thence North 22°-00'-00" East 15.02 feet to the existing City of Franklin water tower and the point of termination of said easement.

The side lines of said easement to be extended or shortened to terminate at said water tower.

MIL-GI

This instrument was prepared by
and after recording return to:

Dennis L. Myers, 3H78
Ameritech Cellular Services
2000 W. Ameritech Center Drive
Hoffman Estates, IL 60195-5000

AMENDMENT TO ANTENNA SITE LOCATION AGREEMENT

and

AMENDMENT TO MEMORANDUM OF AGREEMENT

This AMENDMENT TO ANTENNA SITE LOCATION AGREEMENT and AMENDMENT TO MEMORANDUM OF AGREEMENT is entered into this 7th day of August, 1995, between City of Franklin Water Utility, a Wisconsin municipal corporation, ("Landlord") whose address is 9229 W. Loomis Road, Franklin, Wisconsin 53132 and Milwaukee SMSA Limited Partnership ("Tenant") whose address is c/o Ameritech Cellular Services, Legal Department 3H78, 2000 West Ameritech Center Drive, Hoffman Estates, Illinois 60195-5000.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Antenna Site Location Agreement dated December 4, 1990 (the "Lease") for the lease of certain premises in the County of Milwaukee, State of Wisconsin, as legally described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, with respect to the Lease, Landlord and Tenant-executed a Memorandum of Agreement dated December 4, 1990 which was recorded with the Recorder for Milwaukee County, on August 30, 1991, Reel 2614, Image 463 as document number 6517408 (the "Memorandum"); and

WHEREAS, Landlord and Tenant wish to provide for the automatic renewal of the term of the Lease, and have agreed that the Lease and the Memorandum be amended as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

MIL-GI

1. Paragraph 3 of the Lease is hereby amended to read as follows:

3. Option to Extend. The term of this Lease shall be automatically renewable for four (4) additional terms of five (5) years each following the original term at the annual rent stated and otherwise upon the same terms and conditions stated in this Lease. If Tenant desires to not extend any subsequent term of the Lease, it shall give Landlord written notice of its intention to not extend the term at least sixty (60) days prior to the expiration of the then current term whereupon the Lease shall be deemed canceled upon the expiration of the then current term.

2. Paragraph (2) of the Memorandum is hereby amended to read in full as follows:

(2) The initial term of said Lease is five (5) years beginning on December 4, 1990. Tenant has the right to extend the initial term of the Lease for four (4) successive terms of five (5) years each. The Lease shall automatically be renewed for each successive extension term unless: (i) Tenant notifies Landlord in writing of its intention not to renew the Lease at least sixty (60) days prior to the expiration of the then current term; or (ii) the Lease is first terminated by either party in accordance with the terms set forth therein. The maximum date to which this Lease may be extended is twenty-five (25) years, unless at the end of the fourth (4th) five (5) year extension term the Lease has not been terminated by the Landlord or Tenant as set forth in the Lease, in which case the Lease shall continue in full force upon the same covenants, terms and conditions for a further term of one (1) year, and so on from year-to-year until terminated by either party in compliance with the Lease.

3. In all other respects, the Lease and the Memorandum remain unmodified, unamended and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to Antenna Site Location Agreement and Amendment to Memorandum of Agreement effective on the date first set forth above.

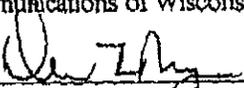
LANDLORD

TENANT

City of Franklin Water Utility,
a Wisconsin municipal corporation

Milwaukee SMSA Limited Partnership,
a Delaware limited partnership, by its sole
general partner, Ameritech Mobile
Communications of Wisconsin, Inc.

By: 
Name: J. M. Bennett
8/25/95

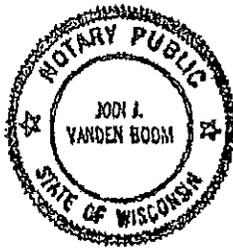
By: 
Dennis L. Myers
Vice President

MIL-GI

NOTARY FOR LANDLORD

STATE OF WISCONSIN)
) SS
COUNTY OF Milwaukee)

Personally appeared before me this 25 day of August, 1995, the above named John M. Bennett the Manager of the City of Franklin⁰ Water Utility, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the said City and by its authority, for the purposes set forth therein.

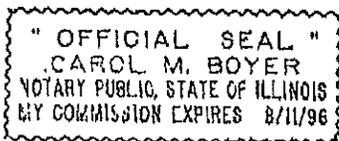


Jodi J. Vanden Boom
Print Name: Jodi J. Vanden Boom
Notary Public 9-29-96
State of Wisconsin
County of Milw.

NOTARY FOR TENANT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally appeared before me this 1 day of Sept., 1995, the above named Dennis L. Myers, the Vice President of Ameritech Mobile Communications of Wisconsin, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said corporation and by its authority, for the purposes set forth therein.



Carol M. Boyer
Print Name: Carol M. Boyer
Notary Public
State of Illinois
County of Cook

MIL-GI

EXHIBIT A TO
AMENDMENT TO ANTENNA SITE LOCATION AGREEMENT
AND
AMENDMENT TO MEMORANDUM OF AGREEMENT

Legal Description of the Property

LEGAL DESCRIPTION - LEASE SITE

Part of the Northwest 1/4 of Section 16, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at a concrete monument found marking the Northwest corner of the Northwest 1/4 of said Section 16; thence North 88°-38'-02" East along the North line of said 1/4 Section 946.95 feet; thence South 01°-21'-58" East 60.00 feet to the South line of West Drexel Avenue; thence continuing South 01°-21'-58" East 15.41 feet; thence South 28°-37'-24" West 83.92 feet; thence South 01°-21'-58" East 58.43 feet; thence South 26°-51'-26" East 113.41 feet to a point of curvature; thence 12.81 feet along the arc of a curve concave to the Northeast, having a radius of 88.00 feet, and a chord bearing South 31°-01'-36" East 12.80 feet; thence leaving said curve South 54°-48'-15" West 45.89 feet to the point of beginning of the land to be described; thence South 68°-00'-00" East 7.14 feet; thence South 22°-00'-00" West 20.00 feet; thence North 68°-00'-00" West 45.00 feet; thence North 22°-00'-00" East 20.00 feet; thence South 68°-00'-00" East 37.86 feet to the point of beginning.

LEGAL DESCRIPTION - CABLE TROUGH EASEMENT

A cable trough easement 5.00 feet in width, being a part of the Northwest 1/4 of Section 16, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, the centerline of which is more particularly described as follows:

Commencing at Point "A" in the heretofore described access easement; thence North 68°-00'-00" West 32.86 feet to the point of beginning of said centerline; thence North 22°-00'-00" East 15.02 feet to the existing City of Franklin water tower and the point of termination of said easement.

The side lines of said easement to be extended or shortened to terminate at said water tower.

Tax Key No. 802-9995
Commonly known as: 9229 W. Loomis Road, Franklin, WI 53132

MIL-GI

EXHIBIT A TO
AMENDMENT TO ANTENNA SITE LOCATION AGREEMENT
AND
AMENDMENT TO MEMORANDUM OF AGREEMENT

Legal Description of the Property

LEGAL DESCRIPTION - ACCESS AND UTILITY EASEMENT

An access easement 12.00 feet in width, being a part of the Northwest 1/4 of Section 16, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, the centerline of which is more particularly described as follows:

Commencing at a concrete monument found marking the Northwest corner of the Northwest 1/4 of said Section 16; thence North 88°-38'-02" East along the North line of said 1/4 Section 846.95 feet; thence South 01°-21'-58" East 60.00 feet to the South line of West Drexel Avenue and the point of beginning of said centerline; thence continuing South 01°-21'-58" East 15.41 feet; thence South 28°-37'-24" West 83.92 feet; thence South 01°-21'-58" East 58.43 feet; thence South 26°-51'-26" East 113.41 feet to a point of curvature; thence 12.81 feet along the arc of a curve concave to the Northeast, having a radius of 88.00 feet, and a chord bearing South 31°-01'-36" East 12.80 feet; thence leaving said curve South 54°-48'-15" West 45.89 feet to Point "A" and the point of termination of said centerline; the side lines of said easement to be extended or shortened to intersect the heretofore described lease site, and points of intersection parallel to said centerline.

Also:

A utility easement 10.00 feet in width, said easement being a continuation of the easement described on Reel 1351, Image 1224, Document Number 5453133, Milwaukee County records, and being more particularly described as follows:

Commencing at a concrete monument found marking the Northwest corner of the Northwest 1/4 of said Section 16; thence North 88°-38'-02" East along the North line of said 1/4 Section 885.21 feet; thence South 01°-21'-58" East 277.32 feet to the point of beginning of the easement to be described; thence continuing South 01°-21'-58" East 7.68 feet; thence North 88°-38'-02" East 6.52 feet to a point on curve; thence Southerly 31.52 feet along the arc of a curve, concave to the East having a radius of 24.00 feet and a chord bearing South 18°-51'-05.5" West 29.30 feet to a point of tangency; thence South 18°-46'-28" East 18.92 feet; thence South 22°-00'-00" West 15.31 feet; thence North 18°-46'-28" West 30.51 feet to a point of curvature; thence Northerly 43.22 feet along the arc of a curve concave to the East, having a radius of 34.00 feet and a chord bearing North 17°-38'-31.5" East 40.37 feet to the point of beginning.

Tax Key No. 802-9995
Commonly known as: 9229 W. Loomis Road, Franklin, WI 53132

APPROVAL <i>Stw Paul</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 4, 2015
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2014-2152, AN ORDINANCE ADOPTING THE 2015 ANNUAL BUDGETS FOR THE GENERAL AND CAPITAL IMPROVEMENT FUNDS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2015, TO PROVIDE RESOURCES AND APPROPRIATIONS FOR EMERGENCY BRIDGE REPAIRS	ITEM NUMBER <i>G.15.</i>

Background

The City Engineer has identified emergency repairs for a culvert ('bridge') under St. Martins Road between S North Cape Road and the Waukesha County line. A Council Action appears later on the agenda for this meeting describing the options available.

A 2015 Budget amendment is required to provide the resource and appropriation for Engineering and design work to replace the culver ('bridge') should the Common Council decide to proceed with that option.

The 2015 Capital Improvement Fund Contingency appropriation has been partially used and will not accommodate the proposed project engineering and design work. The General Fund generated an unexpected \$851,545 surplus in 2014. This surplus could be used to fund this current project cost.

The Director of Finance & Treasurer is recommending a fund transfer from the General Fund to the Capital Improvement Fund of \$50,000. This transfer would provide the resource needed for a further appropriation in the Capital Improvement fund of \$50,000 for culvert ('bridge') design and engineering work in 2015 should the Common Council decide to proceed with that option of the proposed project.

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend ordinance 2014-2152, an ordinance adopting the 2015 annual budgets for the General and Capital Improvement Funds for the City of Franklin for fiscal year 2015, to provide resources and appropriations for emergency bridge repairs.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2015_____

AN ORDINANCE TO AMEND ORDINANCE 2014-2152, AN ORDINANCE ADOPTING THE 2015 ANNUAL BUDGETS FOR THE GENERAL AND CAPITAL IMPROVEMENT FUNDS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2015, TO PROVIDE RESOURCES AND APPROPRIATIONS FOR EMERGENCY BRIDGE REPAIRS

WHEREAS, the Common Council adopted the 2015 Budget for the City of Franklin providing resources and appropriations for 2015 and

WHEREAS, the General Fund of the City of Franklin had an unexpected \$851,545 surplus for 2014, and

WHEREAS, the Capital Improvement Fund Budget contingency appropriation has been encumbered for 2015, and

WHEREAS, a bridge on West St. Martin's Road is in need of immediate repairs including engineering and design work, and

WHEREAS, to promote the welfare and safety of the public in the City of Franklin the Common Council desires to use a portion of the 2014 surplus to complete the design and engineering now for bridge repair work to be completed in 2016.

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

Section 1 That the 2015 Budgets of the General Fund and Capital Improvement fund be adjusted as follows:

General Fund			
Transfers	Transfers Out	Increase	\$50,000
	Fund Balance	Decrease	50,000
Capital Improvement Fund			
	Revenues - Transfers In	Increase	50,000
	Approved Projects -- Expenditures	Increase	50,000

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2015.

APPROVED:

ATTEST:

Stephen R Olson, Mayor

Sandra L. Wesolowski, City Clerk
AYES ____ NOES ____ ABSENT ____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 08/04/2015
Reports & Recommendations	RESOLUTION FOR PROFESSIONAL SERVICES RELATED TO WEST SAINT MARTIN ROAD TESS-CORNERS CREEK CULVERT REPLACEMENT	ITEM NO. <i>G.16.</i>

BACKGROUND

The City of Franklin owns a large concrete culvert (18 feet wide by 10 feet high reinforced concrete rigid frame structure) under W. St. Martins Road between S. North Cape Road and the City of Muskego. Tess-Corners Creek flows through this culvert. It is not large enough to be classified a bridge so it has not had the biannual level of scrutiny of inspection as the classified bridges, but defects were noted in July 2015. Also, not being classified as a bridge it eliminates its eligibility for federal match under the Local Bridge Program

The culvert has significant structural deficiencies. Most notably a wing wall has separated from the structure causing road sub grade to fail and washout creating a sinkhole and undermining the roadway pavement. Another wing wall has a significant crack and could also start separating from the main structure. Scouring in the channel has exposed the foundations of the wing wall and channel bottom. Surface concrete defects throughout have exposed structural reinforcing.

St. Martins Road has 11 foot lanes with 2 to 3 foot shoulders- even less over the culvert. It is recommended that the road have two 12 foot lanes with 6 foot paved shoulder at the culvert with the approaches being two 12 foot lanes with 6 foot shoulder (1 foot paved and 5 foot unpaved). The culvert could be replaced with pre-cast structure or cast in place reinforced rigid frame structure. It is assumed that a total of 100 feet of the roadway will be reconstructed to transition into the new culvert.

This was briefly discussed at the July Board of Public Works meeting. Per that discussion, it was proposed that design start in 2015 while DPW uses concrete to cap the separated wing wall (less than \$2k). The permanent solution (approximately \$400k) would be constructed in 2016 while St. Martins Road between Highway 100 and S. North Cape Road is under re-construction. If Common Council doesn't want to perform the permanent solution in 2016, it is recommended that helical anchors be installed (approximately \$25k) to stabilize the wing wall for more than one season.

ANALYSIS

Staff has asked Malaas Engineering to provide the attached professional engineering service proposal to provide the design and other services needed for the completion of this project. Preliminary design with a project cost estimate could be completed in February 2016. Per DNR requirements, construction in the stream could not start before June 15 and is anticipated to last 3 months. The total engineering work is not expected to exceed \$56k.

In regards to a recent request at Common Council, it should be noted that Staff discussed project with JSD Professional Services and it was mutually determined that this project is not a suitable match for them at this time.

The cost estimate will be finalized during design as project scope is solidified.

OPTIONS

Direct Staff to perform \$2,000 temporary fix, monitor on a weekly basis, and authorize execution of professional services contract and issue Notice To Proceed with Malas Engineer LLC; or

Direct Staff to perform \$25,000 semi-permanent fix, and authorize execution of professional services contract and issue Notice To Proceed with Malas Engineer LLC; or

Direct Staff to perform \$25,000 semi-permanent fix and table permanent solution for now.

FISCAL NOTE

The design portion of the professional services contract (\$45,158.40) could be a created appropriation by transferring unspent General Funds in the Capital Improvement Fund.

DPW's temporary concrete patch fix (\$2k) would be funded through existing operating expenses.

The remaining construction administration fee (\$10,822.40) plus the assumed construction cost (\$400k) would be funded though an appropriation in the 2016 Capital Improvement Budget.

If Common Council should decide to NOT to take the Board of Public Works recommendation and not do the permanent fix in 2016, the \$25k helical anchors would be funded with unspent 2015 salt funds.

RECOMMENDATION

Direct Staff to perform \$2,000 temporary fix, monitor on a weekly basis, and authorize execution of professional services contract and issue Notice to Proceed with Malas Engineer LLC for \$55,980.80.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY
RESOLUTION NO. 2015 - _____

A RESOLUTION TO SIGN PROFESSIONAL SERVICES RELATED TO WEST SAINT
MARTIN ROAD TESS-CORNERS CREEK CULVERT REPLACEMENT

WHEREAS, the City owns a large concrete culvert under W. St. Martins Road between S. North Cape Road and the City of Muskego.; and

WHEREAS, the culvert has significant structural deficiencies; and

WHEREAS, Board of Public Works recommended to DPW temporary patch and monitor the culvert in 2015; and

WHEREAS, Board of Public Works recommended to Common Council to start design in 2015 and construct a replacement culvert in 2016; and

WHEREAS, Malaas Engineering, LLC is a competent professional engineering consultant in the design of culverts and bridges; and

WHEREAS, a July 27, 2015 professional engineering proposal from Malaas Engineering includes a lump sum fee, not to exceed \$45,158.40 for design services with an additional \$10,822.40 for construction administration when the project is constructed.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized to execute an agreement whereby Malaas Engineering, LLC shall provide design services for the culvert replacement for a fee of \$55,980.80.

This agreement being subject to review and approval of the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2015 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2015.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



Malas Engineering LLC

Integrated Innovative Solutions and Excellence in Engineering

July 27, 2015

Glen E. Morrow, PE
City Engineer & Director of Public Works
City of Franklin
9229 west Loomis Road
Franklin, WI 53132

Proposal ID: ME 112

Ref.: Professional Engineering Service Proposal for the Replacement of West Saint Martin Road Tess-Corners Creek Culvert in the City of Franklin

Dear Mr. Morrow,

Per your request, please find herein the referenced proposal for professional engineering design and construction administration/oversight services for the replacement of existing reinforced concrete rigid frame structure 18 feet wide by 10 feet high conveying West Saint Martin Road across Tess-Corners Creek. The design services will consider alternative structures and improve West Saint Martin Road geometry. These services include:

- Project Coordination & Administration
- Field Inspection & Topo, Utility, and Hydraulic Survey
- Utility and Agency Coordination / WDNR Permitting
- Soil Boring & Geotechnical Report
- Culvert Sizing, grading, and site/civil plans
- Alternative Structure Design Report (Compare Pre-Cast to Cast-In-Place Structure)
- Preliminary Design & Engineering Estimate
- Plans, Specification, and Engineering Estimate
- Bidding Assistance

We have included construction administration services to assist the City deliver the construction phase according to the design document and resolve any field conflict. These services includes participating/holding construction Progress meetings, pre concrete placement meetings, reviewing shop drawings and material submittals, and overseeing the overall construction development on part-time basis. These services provided as **If Authorized**.

Excluded services that may or may not be required are:

- Wetland Delineation (Normally SEWRPC will complete the Wetland Delineation for the City. We will assist you with your request for the delineation)
- Right-of-Way Plat (Right-of-way taking is not anticipated. We will show construction easement/TLEs on the roadway plans. If right-of way plat is required, it will be additional service)
- Detour Plans (We will include roadway closure signing on the roadway plans, but if the City would prefer to detour, it will be additional service)
- Phase 1 HazMat (We do not see a need for Phase 1 HazMat for this project and site, but if the city prefer it completed, it is additional service)
- Public Information Meeting (We have not planned for public information meeting, but will assist the City with exhibits and notices to be post on the City's website. A separate PIM by the consultant is an additional service)
- Permit fees (The consultant will file and process required permit applications. Any permit fees shall be paid by the City)

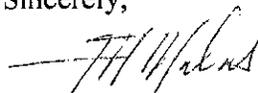
The anticipate schedule, provided we authorized to proceed in early August, is as follows: Preliminary design completed by February 1, 2016. Final design, plans, specifications, and estimates by May 1, 2015. Bid the project in June. Construction after June 15, 2016 (WDNR requirement). Estimated construction time is three months. Complete construction in September 2016.

The design team made up of Malas Engineering LLC providing project coordination and management, planning, permitting, structural engineering services, and QA. Supported by Himalayan Consultants for site civil, hydraulic, drafting, and engineering support services, and Gestra or Badger State Drilling for soil boring and geotechnical report.

The total effort for this proposed scope of work and services based on a lump-sum fee, Not to Exceed, fifty five thousand nine hundred eighty dollars and eight cents. (\$55,980.80) The design service is forty five thousand one hundred fifty eight dollars and forty cents. (\$45,158.40) The, If Authorized, construction administration and oversight services is ten thousand eight hundred twenty two dollars and forty cents. (\$10,822.40) Cost estimate spreadsheet attached.

If you have any questions, please call me. If our proposal is agreeable to you, please sign and return the attached agreement with a Notice To Proceed (NTP) with the work. We very much appreciate this opportunity and look forward to continue working with you. Thank you.

Sincerely,



Mahmoud (Mac) N. Malas, PE
Senior Engineer/Principal Engineer

Attachment: Effort Spreadsheet/Workbook (separately)

Summary of Staff Hours and Direct Labor Costs

Malas Engineering LLC

Professional Engineering Services Effort

Proposal No.:

ME 112

Project ID:

PUM-1014-CF

7/27/2015

Saint Martin Tess-Corners Creek Culvert Replacement

City of Franklin

Classification		Senior Engineer		Direct / Speciality & Sub-Consultant & Mileage	TOTAL:
Factored Hourly Wage		\$130.00			
Task	Task	Hours	Dollars	Dollars	Dollars
Preliminary & Final Design		220	\$28,600.00	\$16,568.40	\$45,168.40
Administration/Coordination/Progress Meetings		24	\$3,120.00	\$0.00	\$3,120.00
Field Inspection, Utility & Topo and Channel Hydraulic Survey		12	\$1,560.00	\$1,600.00	\$3,160.00
Permitting (Individual WDNR Permit), Utility and Agency Coordination		40	\$5,200.00	\$0.00	\$5,200.00
Soil Borings & Geotechnical Report (One 80 foot Deep Boring)		8	\$1,040.00	\$5,000.00	\$6,040.00
Culvert Sizing, grading, and site/civil plans		12	\$1,580.00	\$4,500.00	\$6,060.00
Alternative Design (Cast In-Place VS. Pre-Cast Structure)		16	\$2,080.00	\$0.00	\$2,080.00
Preliminary Design / Plans / Estimate		40	\$5,200.00	\$3,000.00	\$8,200.00
Plans, Specification, and Engineering Estimate		52	\$6,760.00	\$1,800.00	\$8,560.00
Bidding Assistance		16	\$2,080.00	\$500.00	\$2,580.00
Mileage (Assume 6 round trips at \$0.60/mile)		0	\$0.00	\$158.40	\$158.40
Total: If Authorized, Construction Administration/Oversight Assistance		80	\$10,400.00	\$422.40	\$10,822.40
If Authorized, Construction Administration/Oversight Assistance		80	\$10,400.00	0.00	\$10,400.00
If Authorized, Construction Administration/Oversight Assistance Mileage (Assume 16 Trips at \$0.60/Mile)		0	\$0.00	\$422.40	\$422.40
TOTAL:		300	\$39,000.00	\$16,980.80	\$55,980.80

Consultant Contract Total Fee Computation
Malas Engineering LLC
PUM-1014-Cfranklin
Saint Martin Tess-Corners Creek Culvert Replacement
City of Franklin

7/27/2015

Project ID	PUM-1014-CF		Total for Contract
	Prelim & Final Design	If Authorized, CA & Oversight	
Number of Staff Hours	220	80	300
Total Direct Labor	\$28,800.00	\$10,400.00	\$39,000.00
Direct Expenses Mileage	\$158.40	\$422.40	\$580.80
Direct Expenses Sub-Consultant	\$16,400.00	\$0.00	\$16,400.00
TOTAL COST	\$45,158.40	\$10,822.40	\$55,980.80

Project Number: ME Purchase Order/Project Number: PMU-1014-CFranklin
Project Title: West Saint Martin Road Tess-Corners Creek Culvert Replacement
Client Name: City of Franklin
Client Address: 9229 West Loomis Road, Franklin, WI 53132

THIS AGREEMENT, made and entered into this 27 day of July, 2015, is by and between Malas Engineering LLC, located at W148N6912 Terriwood Dr., Menomonee Falls, WI 53051, (hereinafter referred to as "ME") and City of Franklin, located at 9229 West Loomis Road, Franklin, WI 53132, (hereinafter referred to as "Client"). This AGREEMENT is subject to and incorporates the provisions of ME's Proposal dated July 27, 2015, attached separately hereto. In the event of any conflict between this AGREEMENT and ME's Proposal, the terms of ME's Proposal shall govern.

WHEREAS, Client is desirous of engaging ME to provide certain professional engineering services described in ME's Proposal dated July 27, 2015, and

WHEREAS, ME is agreeable to performing the professional engineering services described under these terms and conditions,

WHEREAS, the parties hereto mutually agree as follows:

Article 1. Scope of Services – ME shall perform the Services described in ME's Proposal, incorporated herein by reference, in connection with the following project: West Saint Martin Road Tess-Corners Creek Culvert Replacement.

Article 2. Compensation – ME agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with ME's rates in effect at the time of performance, or a lump sum basis as set forth in ME's Proposal.

Article 3. Invoicing/Payment

1. ME will submit invoices periodically, but not more frequently than every month, for Project services performed during the period or upon completion of the Project, whichever is earlier.
2. Invoices are due and payable in U.S. dollars within 30 days from the date of said invoice. All charges not paid within 30 days are subject to a service charge of 1 ½ percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorney's fees. In addition, should CLIENT fail to pay any invoice within 60 days of the invoice date, ME may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all the services performed prior to the work stoppage. In addition, all amounts for interest, penalties, and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws.
3. CLIENT invoiced for all internal expenses, such as photocopy and photography reproductions, plans reproduction, postage, mileage, company vehicle rental, etc., on a per diem rate for all personnel required by the work to remain away from their normal residence. In addition, the cost of transporting materials, equipment, and/or personnel as required for proper performance of the project on a mileage basis. If one of ME's field vehicles is required for the execution of the work, CLIENT invoiced for the vehicle on rental basis or on mileage basis, depending on the vehicle.
4. CLIENT invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
5. CLIENT payment shall include for reference ME's invoice number and mailed directly to ME's address written above.

Article 4. Changes - CLIENT and ME may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instruction to ME. The provisions of this AGREEMENT, with appropriate changes in ME's Compensation and Project Schedule, shall apply to all additions and omissions.

Article 5. CLIENT Responsibilities – CLIENT represents, with the intent that ME rely thereon, that it has sufficient financial resources to pay ME as agreed to in this AGREEMENT and, as applicable and necessary for ME to perform its services, CLIENT will:



Professional Services Agreement

1. Provide all criteria and full information as to its requirements for ME services, including design or study objectives, constraints, third party certification requirement(s), standards or budget limitation(s).
2. Assist ME by placing at its disposal all available information pertinent to the Project and/or ME's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the project site, record ("As-Built") drawings and design documents, surveys, previous reports, exploration logs of adjacent structures, and any other data relative to the Project. Unless otherwise noted, ME will rely on such information.
3. Upon Identification by ME and approval by CLIENT of the necessity and scope of information required, furnish ME with data, reports, surveys, and other materials and information required for this Project, all of which ME may rely upon in performing its services and completing the work, except those included in ME's scope of services.
4. Guaranty access to the property and make all provisions for ME to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for ME to perform its services under this AGREEMENT.
5. Examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, estimates, proposals, and other documents by ME to CLIENT and promptly render in writing the decision pertaining thereto within a reasonable period mutually agreed on.
6. Designate in writing a person to act as CLIENT's Representative with respect to the services rendered under this AGREEMENT. Such a person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements, systems, structures, and function pertaining to ME's services.
7. Give prompt written notice to ME whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ME's services, or any defect in the Project or work of Contractor(s).
8. Furnish approvals and permits from all government authorities having jurisdiction over the Project and such approvals and consents from others, such as property owners, as may be necessary for completion of the Project.
9. Furnish such legal and insurance counseling services as CLIENT may require for the Project.

Article 6. Schedule/Delays – ME shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the mutually agreed upon schedule. Provided however, the performance under this AGREEMENT excused in the event performance of this AGREEMENT prevented or delays occasioned by factors beyond ME's control, or by factors, which could not reasonably foreseen at the time of the AGREEMENT was prepared and executed. The delayed party's performance extended by the period of delay plus a reasonable period to restart the operations/Project.

Article 7. Document Ownership and Reuse

1. All reports, drawings, specifications, manuals, learning and audio visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by ME are instruments of service and shall remain the property of ME. Unless otherwise notified by CLIENT, ME will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at ME's office to the CLIENT at reasonable times.
2. Any reuse of the Work Product described above without written verification or adaptation by ME, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ME. CLIENT shall indemnify and hold harmless ME from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle ME to further compensation at rates agreed upon by CLIENT and ME.
3. Unless specified otherwise in ME's Proposal, ME will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples made at CLIENT's expense.
4. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations



made and, therefore, the data interpretations, and recommendations of ME are based solely on the information available at the time of the investigation. ME shall not be responsible for the interpretation by others of the information it develops.

Article 8. Standard of Performance – ME will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Article 9. Insurance

1. ME shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the AGREEMENT, and subject to the terms and conditions of the policies keep in force the following insurance:
 - A. Worker's Compensation Insurance with Other States' endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,0000;
 - B. Comprehensive General Liability Insurance, including Contractor's Protective and Completed Operations, covering bodily injuries with limits of \$2,000,000 per occurrence and aggregate, and property damage with limits of \$2,000,000 per occurrence and aggregate;
 - C. Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
2. If CLIENT requires additional types or amounts of insurance coverage, ME, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but ME shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of ME's insurance specified above.
3. CLIENT will require that any Contractor(s) performing work in connection with ME's Services will name ME as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by ME, CLIENT will require such Contractor(s) to defend and indemnify ME against third party suits.
4. It is agreed that ME shall have no responsibility:
 - a. To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees;
 - b. For any of CLIENT's or its Contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable federal, state and/or local safety and health laws, rules or regulations;
 - c. For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or
 - d. For defects in their work.

Article 10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, ME agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by ME's negligent performance of Services.

Article 11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from ME's performance or non-performance of the professional services authorized under this AGREEMENT, ME's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under this AGREEMENT for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses resulting from the negligent act, errors or omissions of ME or its employees occurring during performance under this AGREEMENT. The total cumulative liability of ME arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation ME receives from CLIENT under this AGREEMENT. ME's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of ME and its employees.

Article 12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in this AGREEMENT, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited



to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.

Article 13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by ME represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither ME nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, ME cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.

Article 14. Confidentiality/Non-Disclosure – ME shall not disclose, or permit disclosure of any information developed in connection with its performance under this AGREEMENT or received from CLIENT or the Project Owner, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to ME's employees and subcontractors who need such information in order to properly execute the services of this AGREEMENT. ME shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit ME from disclosing information in response to any federal, state or local government directive or judicial order, but in the event ME receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, ME shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. ME's obligation to resist such an order and assist CLIENT and the Project Owner is contingent upon ME receiving further compensation for such assistance, including without limitation, a reasonable attorney's fee, in assisting CLIENT.

Article 15. Certifications – ME shall not be required to execute any certification with regard to work performed, tested, and/or observed under this AGREEMENT unless:

1. ME concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
2. ME believes that the work performed, tested or observed meets the certification criteria; and
3. ME gave its written approval of the certification's exact form before executing this AGREEMENT.

Any certification by ME shall be interpreted and construed as an expression of professional opinion based upon the Services performed by ME, and does not constitute a warranty or guaranty, either expressed or implied.

Article 16. Miscellaneous Terms of Agreement

1. This AGREEMENT shall be subject to, interpreted, and enforced according to the laws of the state of the ME office location first written above without giving effect to its conflict of law principles. If any part of this AGREEMENT shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remained of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
2. Neither the CLIENT nor ME may delegate, assign, sublet, or transfer their duties or interest as described in this AGREEMENT and ME's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
3. This AGREEMENT shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under this AGREEMENT and ME's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
4. CLIENT shall not assert any claim or suit against ME after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular ME service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law. In the event of any claim, suit or dispute between CLIENT and ME, CLIENT agrees to only pursue recovery from ME and will not seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of ME.
5. Either the CLIENT or ME may terminate or suspend performance of this AGREEMENT without cause upon thirty (30) days written notice delivered or mailed to the other party.



MALAS ENGINEERING LLC (ME)
Professional Services Agreement

- a. In the event of material breach of this AGREEMENT, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences reasonable steps to cure the breach within the ten-day period.
 - b. In the event of the termination, other than caused by a material breach of this AGREEMENT by ME, CLIENT shall pay ME for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and report necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or sub-consultant contracts. Such compensation shall be based upon the schedule of fees used by ME.
 - c. In the event CLIENT delays providing written authorization to proceed within 45 days of the date of ME's Proposal or suspends ME's performance for 45 days or more after authorization has been given, ME reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under this AGREEMENT.
6. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
 7. The paragraph headings in this AGREEMENT are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
 8. Unless expressly stated to the contrary, the professional services to be provided by ME do not include meetings and consultations in anticipation of litigation or arbitration or attendance as a witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms and rates of compensation to be received by ME.
 9. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the Project Owner and ME.
 10. No modification or changes in the terms of this AGREEMENT may be made except by written instrument signed by the parties.
 11. ME is an Equal Opportunity Employer. ME complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

IN WITNESS WHEREOF, ME AND CLIENT have executed this AGREEMENT as of the date first above written.

CITY OF FRANKLIN

MALAS ENGINEERING LLC

By _____

Printed Name _____

Title _____

Mahmoud (Mac) N. Malas

Principal Engineer

Attachments: Proposal Letter and Effort Workbook (separately)

END OF AGREEMENT



Malas Engineering LLC
Integrated Innovative Solutions and Excellence in Engineering

<p>APPROVAL</p> <p><i>Slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>8/04/2015</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>An Ordinance to Amend Ordinance 2014-2152 (An Ordinance Adopting the 2015 Annual Budgets and Establishing the Tax Levy and Other Revenue for the City of Franklin) to Modify the 2015 General Fund Information Services Department Budget by Reducing the "Personal Services" Appropriation by \$30,300 and Increasing the "Other Services, Supplies, Etc." Appropriation by \$30,300 for the Purpose of Expanding the Services Purchased Under the Contract for Information Technology Services with Heartland Business Systems</p>	<p>ITEM NUMBER</p> <p>G.17.</p>

BACKGROUND: Technology is at the core of many of the City's operations. In order to enhance the City's technology position and to keep up with departmental demands, a position of IT Director was approved in the 2015 budget. Efforts to stabilize contracted staffing (provided by Heartland Business Systems or HBS) and completing a back-up project were priorities for IT and filling the IT Director position was prioritized behind that of the Economic Development Director. However, after staff became aware that Phil Markworth, a long-time contracted service technician, was relocating, filling the IT Director position was moved up in priority. Since then the Job Description has been created and approved, and proposals were received and reviewed for recruitment services. The contract is executed and underway.

During that time, IT has maintained the status quo and resolved problems that arose, but significant effort has not been made on new projects as contemplated and budgeted for 2015. That status, however, is jeopardized by the loss of Phil and the challenge of replacing him at the contracted rates. At the same time, the City now has a better, estimated timeline for filling the vacancy in the IT Director position. The Director of Administration proposes a budget modification be approved, thereby extending the authority to temporarily expand the use of HBS's contracted services, in the manner discussed below for the purpose of addressing staffing issues and technology demands until shortly after the new IT Director is hired. The following discussion sets forth the intended strategy.

FUNDING SOURCE: First, funding is available from the unfilled IT Director position. A total appropriation of \$83,636 was budgeted for the position to fund 9 months of the year. Excluding health and dental insurance funding (which expenses is revenue to a separate fund), the appropriation amounts to \$7,823.46 per month for that 9-month period. A portion of these funds could be repurposed to address staffing issues pending the hiring of an IT Director. Effectively the intent of the approved funding remains the same; the City would simply be using additional contracted IT services instead of employee IT services for a limited term.

STAFFING STRATEGY: In recent history, the City's contractor provides two, full-time "Dual Technicians," one generally serving the Police Department and the other focusing on the rest of the City. Phil was in one of these positions. To provide the appropriate staffing to help ensure that systems maintain operational and to help advance projects that have remained on hold in anticipation of the IT Director position being filled, a four-pronged approach is recommended.

1. Phil Markworth will be retained, through the contractor, for remote services for up to 25 hours per week. Many IT services are able to be performed remotely through a secure VPN. This will allow the City retain during the transition period the corporate and system knowledge that Phil has gained

over the last 12 years. This focuses on maintenance of the status quo. Nonetheless, not every task can be performed remotely because some things involve physically handling hardware. The current contracted regular, hourly rate is \$52.53 per hour. These remote access services will be required to comply with all state and federal (FBI) security requirements.

2. Heartland Business Systems (HBS) will provide a 40-hour-per-week Level I Technician, a position also available per the current contract at a regular hourly rate of \$38.66, but would only invoice the City for 30 hours per week. Level I support is generally desktop/workstation/printer support. The position can also address workstation setups and related software installs. This type of work is sometimes referred to as "break/fix" work. The individual would support both the PD, where he would also act as Phil's hands on network on-site issues, and the City Hall break/fix demands. Effectively, this takes the lower-end (Level I), on-site portion of Phil's prior duties and ensures coverage. This will also provide rapid turn-around to departments and staff with break/fix type problems.
3. Provide approximately 3 days per week of an on-site Network Administrator to serve as lead staff for HBS and as project coordinator for individual tasks. A previously tested individual will be used in this role. Effectively this individual has more advanced training, experience, and certifications than the Dual Technicians the City historically uses. HBS will provide this individual for the same hourly rate as the Dual Technician. This strategy was used very effectively earlier in the year after a vacancy was created following the loss of the last Dual Technician. The specific individual is very dedicated, a quick-learner, and proved incredibly valuable in overcoming some network and system problems that occurred during his fill-in period.
4. Anticipate the limited need for "additional technical support costs, such as specialty field engineers" as anticipated in the contract for services. The technology arena is becoming dominated by specialists instead of generalists, meaning a communications specialist might be called in to ensure that routers are being programmed to most efficiently handle communications traffic or a security specialist might be called in to address the interface between the firewall, virus protection, and the City's exchange server. HBS has 150 individuals across 25 different "vertical" specialties in Wisconsin who are available to the City as needed. (Note that the Network Administrator has regular access to these individuals for general consultation and brainstorming at no charge to the City.) The hourly rate per the contract is "mutually agreed to in writing prior to performing such services" but are generally at or exceed the contracted regular rate for a Data Base Administrator (SQL specialist) of \$81.99 per hour. The estimate below assumes only 1.5 hours per week at \$100 per hour on average. Any such use would likely to occur on a sporadic basis.

COST SUMMARY: The total average weekly cost for the four-pronged strategy outlined above is \$3,883.77, as compared to our current average weekly cost of \$2,101.20. The net cost to the City, therefore, is \$1,782.57 per week. Continuing this staffing strategy for approximately 4 weeks after the hiring of an IT Director would enable the IT Director a few weeks to delve into the network and structure and applications without having to spend all day fighting fires. Importantly, it would also provide access to the individuals who are the repository for our corporate and system knowledge such that not every question would have to be researched for an answer. Deploying this strategy from the beginning of August through November (17 weeks), the total potential additional maximum cost would be \$30,304. [Note: These are maximum costs because the Network Administrator would have some weeks of only 2 days, holiday/vacation/sick days are typically not made up, and the remote Dual Technician will not start until mid-August.] Over this same period, the adopted budget anticipated costs for the IT Director of \$30,692, not even considering health insurance costs. Additionally, the City would already have saved an additional \$30,692 for the vacancy from April through July. One quarter of those savings would be absorbed by the 4-week overlap period. The net result is at least a budget savings of \$23,000, not including health insurance savings.

PROGRAM EFFORT: During the 17-week period covered by the proposal, the City had anticipated 3 FTE in place: an IT Director and two contracted Dual Technicians. The proposal above provides 3.2625 FTE (.6 Network Administrator, 1.625 Dual Technician, 1 Level I Technician, and .0375 field engineer). This proposal, therefore, simply restructures some of the resources approved in the 2015 budget to support City-wide IT services. Although the status quo was maintained pending the hiring process for an IT Director, a significant dilemma and associated risk was created by the unexpected loss of a long-time contracted service technician. Using remote services and recognizing the opportunity created by a Network Administrator becoming very familiar with our system over the last 9 months enabled staff to re-imagine and restructure a short-term, holistic approach to applying the budgeted resources. Instead of struggling to maintain status quo with the sudden relocation of a long-time contracted staff, the proposed solution should enable us to efficiently maintain the status quo with knowledgeable individuals while using the approved and intended resources to move forward with various projects as anticipated in the budget and, additionally, while providing for an essential transition period for a new IT Director.

RECOMMENDED ACTION SUMMARY: The action required by the Common Council is a motion approving an ordinance modifying the 2015 Annual Budget to reduce the "Personal Services" appropriation of the Information Services budget and to increase the "Other Services, Supplies, Etc." appropriation of the Information Services budget, each by \$30,300. The budget modification is for the purpose of expanding the services purchased under the contract for information technology services with Heartland Business Systems by an amount not to exceed \$30,300. The intent for the budget modification will be spelled out in the "Whereas" portion of the ordinance. Approval of an ordinance with such a stated intent will provide the necessary appropriation to execute the recommended proposal. That appropriation and stated intent, coupled with the existing contract language that authorizes the Director of Administration to prepare and execute certain contract amendments with HBS, would enable the Director of Administration to administratively carryout the intent of the Common Council's action. As always, such authority is limited to the extent of the appropriations authorized by the Common Council.

COUNCIL ACTION REQUESTED

Motion to approve Ordinance No. 2015-____, An Ordinance to Amend Ordinance 2014-2152 (An Ordinance Adopting the 2015 Annual Budgets and Establishing the Tax Levy and Other Revenue for the City of Franklin) to Modify the 2015 General Fund Information Services Department Budget by Reducing the "Personal Services" Appropriation by \$30,300 and Increasing the "Other Services, Supplies, Etc." Appropriation by \$30,300 for the Purpose of Expanding the Services Purchased Under the Contract for Information Technology Services with Heartland Business Systems.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2015-_____

AN ORDINANCE TO AMEND ORDINANCE 2014-2152 (AN ORDINANCE ADOPTING THE 2015 ANNUAL BUDGETS AND ESTABLISHING THE TAX LEVY AND OTHER REVENUE FOR THE CITY OF FRANKLIN) TO MODIFY THE 2015 GENERAL FUND INFORMATION SERVICES DEPARTMENT BUDGET BY REDUCING THE "PERSONAL SERVICES" APPROPRIATION BY \$30,300 AND INCREASING THE "OTHER SERVICES, SUPPLIES, ETC." APPROPRIATION BY \$30,300 FOR THE PURPOSE OF EXPANDING THE SERVICES PURCHASED UNDER THE CONTRACT FOR INFORMATION TECHNOLOGY SERVICES WITH HEARTLAND BUSINESS SYSTEMS

WHEREAS, the "Personal Services" appropriation of the 2015 Information Services budget anticipated 9 months of funding of an IT Director in order to enhance the City's technology position and to keep up with departmental demands, and

WHEREAS, the IT Director position currently remains unfilled but with recruitment efforts underway and in anticipation of having the position filled in September or October 2015, and

WHEREAS, a significant service dilemma and associated risk on City-wide IT services was created by the unexpected loss of a long-time contracted service technician, and

WHEREAS, in order to efficiently maintain the status quo of information technology services for the City and to move forward with various IT projects as anticipated in the 2015 budget, it is recommended that a budget modification to reduce the "Personal Services" appropriation of the Information Services budget (from the unfilled IT Director position funds) by \$30,300 and increase the "Other Services, Supplies, Etc." appropriation of same budget by \$30,300 for the purpose of addressing IT staffing issues and technology demands until shortly after the new IT Director is hired by using additional contracted IT services with Heartland Business Systems instead of employee IT services for a limited term.

NOW, THEREFORE, be it resolved by the Common Council that Ordinance 2014-2152 (an Ordinance adopting the 2015 annual budgets and establishing the tax levy and other revenue for the City of Franklin), be amended to modify the budget of the General Fund Information Services Department budget by reducing the "Personal Services" appropriation by \$30,300 and increasing the "Other Services, Supplies, Etc." appropriation by \$30,300 for the purpose of expanding the services purchased under the contract for Information Technology Services with Heartland Business Systems.

BE IT FURTHER RESOLVED that the Finance Director is directed and authorized to allocate the appropriation changes to the individual "Personal Services" and "Other Services, Supplies, Etc." line items of the Information Services Department budget in accordance with the related Council Action Sheet and as is determined to be most appropriate and in consultation with the Director of Administration.

Introduced at a regular meeting of the Common Council of the City of Franklin this 4th day of August, 2015.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 4th day of August, 2015.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>August 4, 2015</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Matter of relocation of school district boundaries to be coterminous with City boundary process</p>	<p>ITEM NUMBER</p> <p><i>G.18.</i></p>

The Common Council put the above matter over at its July 21, 2015 with direction to staff to research the records archives for staff's recalled prior reviews of the subject matter by the City. Attached are copies of records retrieved from the Clerk's Office. The attached are in chronological order. The Administrative Clerk noted that "[r]egarding the 03-20-01 meeting, the task force was to report to the Common Council no later than August 2001, but we could not find anything else in 2001 that showed this occurred. Likewise, the closed session on 04/16/02 reference the Franklin School District eastern boundary was tabled until the 05/06/02 Committee of the Whole meeting, but upon checking, does not appear on any further meetings for 2002." Also attached is the action sheet and memo from the July 21, 2015 meeting agenda packet.

COUNCIL ACTION REQUESTED

As the Common Council may deem appropriate.

**GUIDELINES FOR SUBMITTING SCHOOL DISTRICT MAPS
UNDER THE 1990 CENSUS SCHOOL DISTRICT BOUNDARY PROGRAM**

Local school district boundaries must be submitted on a map, the scale and detail of which will permit transferring the boundaries to large-scale Census Bureau maps.

The map you submit may be a local parcel map, but school district boundaries must be shown as a continuous, unbroken line -- not as a series or mosaic of shaded parcels.

The map should be submitted directly to the University's Applied Population Laboratory, the unit with whom the Department of Public Instruction has contracted to complete this work for the State. Send the map to:

School District Mapping Project
Applied Population Laboratory
316 Agriculture Hall
University of Wisconsin-Madison
1450 Linden Drive
Madison, WI 53706

- SENT 5-25-90 JW

Please include with the map the name, address and telephone number of the individual who should be contacted if questions arise concerning the boundary of a local school district.

Maps should be sent to the Applied Population Laboratory as quickly as possible, and all maps must be submitted no later than June 30, 1990.

Questions concerning this project may be directed to the following individuals:

Applied Population Laboratory
Paul R. Voss -- Project Coordinator (608) 262-9526
Molly Cummins -- Mapping Supervisor (608) 262-1515

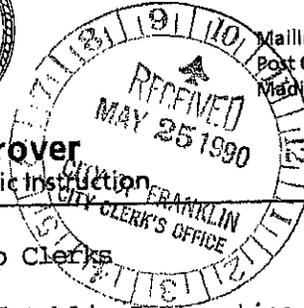
Department of Public Instruction
Richard Peterson -- Project Coordinator (608) 267-9215

Street Address:
125 South Webster Street
Madison, WI 53702
Phone: (608) 266-3390



Herbert J. Grover
Superintendent of Public Instruction

Mailing Address:
Post Office Box 7841
Madison, WI 53707-7841



TO: Wisconsin City, Village and Township Clerks
FROM: Herbert J. Grover, Superintendent of Public Instruction
RE: 1990 Census School District Boundary Program
DATE: May 15, 1990

I am writing to seek your assistance in a program relating to current school district boundaries and the 1990 Census. The tasks involved now are fairly simple, but the payoffs to school districts and local governments over the course of the 1990s will permanently improve the ways in which data on Wisconsin's student population are tabulated and reported.

The program is sponsored jointly by the U.S. Bureau of the Census and the National Center for Education Statistics. These two Federal agencies are cooperating to oversee the drawing of current school district boundaries on special computerized maps developed by the Census Bureau. These so-called TIGER maps have been used in other 1990 Census programs (e.g., the Local Review Program and the Election District Boundary Program) and you likely have seen these maps. My role under this new program, as Wisconsin's Superintendent of Public Instruction, is to see that the maps of all 429 Wisconsin school districts are properly transferred to TIGER maps so that accurate 1990 Census results can be reported for our school districts. But I need your assistance.

How can you help? The Department of Public Instruction urgently requires an up-to-date map showing the boundaries of any school districts that involve (as appropriate) your city, village or town. We have contracted with the University's Applied Population Laboratory to transfer the boundaries you submit on your local map onto the Census Bureau's TIGER maps. Please use the instructions listed on the reverse side for sending in your maps.

How will this program assist Wisconsin? I see two identifiable and important payoffs:

- (1) By providing our school district boundaries to the Census Bureau, the Bureau will report 1990 Census results for each of our 429 school districts. Participation in this program is virtually the only way we can get census information specifically about our school districts. This statistical profile for 1990 will be critical in serving several important educational planning functions in our districts over the coming decade.
- (2) By getting our school district boundaries in the Census Bureau's TIGER mapping system we position ourselves now to take full advantage of one of the most exciting technological developments emerging in the 1990s--- computerized mapping and automated demographic information systems.

Thank you for your help in making this program an early success in Wisconsin. Once again, please follow the instructions on the reverse side for submitting your boundary map.

cc: School District Administrators

CITY OF FRANKLIN
COMMON COUNCIL MEETING
OCTOBER 1, 1991

- RO/ CALL A. Mayor Klimetz called the meeting of the Common Council to order at 7:30 p.m. on October 1, 1991 in the Council Chambers of Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin.
- Present were: Mayor Klimetz, Aldermen Radloff, Franken, Evenson, Roberts and Thomas. Also present were City Attorney Wesolowski, Business Administrator Payne, City Engineer Bennett and City Treasurer Crain. Excused were Alderman Mayer and Planning & Zoning Administrator Kaniewski.
- PLAQUE Mayor Klimetz presented Patrice Benoit with a "Young Woman of the Year" plaque.
- MINUTES- 9/17/91 B-1. Alderman Evenson moved to approve the minutes of the regular meeting of September 17, 1991 as presented. Seconded by Alderman Roberts, motion carried.
- BOUNDARIES D-1. (Note: School Board President Nancy Haack addressed the Council regarding school district boundaries.)
- ORD. 91-1179 TRUCK PARKING E-1. Alderman Thomas moved to adopt Ordinance No. 91-1179, AN ORDINANCE TO RESCIND AND REPEAL ORDINANCE NO. 91-1176 REGARDING OVERNIGHT TRUCK PARKING. Seconded by Alderman Roberts, motion carried. Alderman Franken voting "present".
- W. DREXEL AVENUE E-2. Alderman Thomas moved to table extension of water main on W. Drexel Avenue and reject all bids for the project. Motion died due to lack of second.
- RES. 91-3706 W. DREXEL AVENUE Alderman Roberts moved to adopt Resolution No. 91-3706, A FINAL RESOLUTION DIRECTING INSTALLATION OF, PAYMENT AND LEVY OF SPECIAL ASSESSMENT FOR WATERMAIN FOR W. DREXEL AVENUE (6100 block of W. Drexel Ave. to the 4800 block of W. Drexel Ave.). Seconded by Alderman Evenson, motion carried. Alderman Thomas (in that people may have to give up their land) voting "No".
- RES. 91-3707 W. DREXEL AVENUE Alderman Roberts moved to adopt Resolution No. 91-3707, RESOLUTION AWARDED BID TO THE LOWEST BIDDER FOR THE W. DREXEL AVENUE WATERMAIN PROJECT NO. 91-101 to Underground Pipeline, Inc. in the amount of \$314,865.00. Seconded by Alderman Evenson, motion carried. Alderman Thomas voting "No".
- SEWER BACK-UP E-3. Alderman Evenson moved to refer the Brainerd claim for sanitary sewer back-up to the City Attorney for report & recommendation at Common Council meeting of October 15, 1991. Seconded by Alderman Thomas, motion carried.
- EDC E-4. Alderman Roberts moved to table indefinitely the Economic Development Commission request for

contingency funds. Seconded by Alderman Franken. Upon roll call the vote was: Aldermen Franken, Roberts and Thomas voting "Aye" and Aldermen Radloff and Evenson voting "No". Mayor Klimetz voting "No", motion failed.

- FUNDING E-5. Alderman Roberts moved to approve the Environmental Commission request for funding of recycling related memberships and conferences in the amount of \$465 to be funded from state grant funds provided a report be made to the Common Council. Seconded by Alderman Franken, motion carried. Alderman Radloff voting "No".
- RES. 91-3708 E-6. Alderman Thomas moved to adopt Resolution No. 91-3708, AN EASEMENT FOR SANITARY SEWER ON BEHALF OF THE CITY OF FRANKLIN, PETER PAPPAS. Seconded by Alderman Evenson, motion carried.
- GOLDEN MEADOWS MODEL HOME PERMITS E-7. Alderman Franken moved to grant Michael J. Kaerek two "model home" permits in the Golden Meadows Add. No. 1 Subdivision subject to the following conditions: 1. That only one "model home" permit shall be issued until the final plat is recorded. 2. That an additional "model home" permit be issued after the final plat is recorded. 3. That both "model home" permits shall be subject to the following conditions: a. That the site grading plan is approved by the City Engineer. b. That the developer agrees to provide and maintain a 12-foot wide gravel drive and parking area as required by the Building Inspector. The developer shall submit a driveway plan to the Building Inspector for approval prior to construction and that no building permit be issued for a lot more than 250 feet off of an existing street. c. That both building permits and fees are paid prior to the issuance of permits. d. That no occupancy shall be allowed until all utilities are installed and the streets paved and are approved by the City Engineer. Seconded by Alderman Thomas, motion carried.
- 68TH STREET E-8. Alderman Franken moved to authorize the City Engineer to negotiate a change order to revise the shoulders and ditches on S. 68th Street between W. Drexel Avenue and W. Rawson Avenue and bring the change order back to the Common Council for approval. Seconded by Alderman Radloff. Upon roll call the vote was: Aldermen Radloff, Franken, Roberts and Thomas voting "Aye" and Alderman Evenson voting "No", motion carried.
- NO PARKING E-9. Alderman Roberts moved to refer a request for no parking on W. Church Street from S. Mission Drive to St. Martins Drive to the Board of Public Works. Seconded by Alderman Thomas, motion carried.

APPROVAL		REQUEST FOR COUNCIL ACTION	MTG. DATE
DEPT.	ADMIN.		10/1/91
Letters and Petitions		SUBJECT: Ms. Nancy Haack Request to Address the Council	ITEM NO. D-1

School Board President Nancy Haack has requested the opportunity to address the Council regarding school district boundaries.

CITY OF FRANKLIN
SPECIAL COMMON COUNCIL MEETING
MONDAY, OCTOBER 14, 1991, 7:30 p.m.
Forest Park Middle School
(Joint Meeting with Franklin School Board)

The Common Council will meet in joint session with the Franklin School Board.

Call to Order - 7:30 p.m.

Business

- A. The School Board will present information relative to the school district's budget process.
- B. The City will present information relative to the City's budget process.
- C. The School Board will present information on its long range planning efforts.
- D. The City will present information on its comprehensive master planning.

(Note: It is intended that each of the above presentations be a maximum of 15 minutes.)

- E. Discussion of Future Meetings.
- F. Tour of Middle School.

Adjournment



City of Franklin

Office of the
Business Administrator/Clerk

MEMO

TO: B. Kaniewski
FROM: J. Payne
DATE: October 10, 1991
SUBJECT: Joint School Bd./Council Meeting

A joint meeting between the Council and Franklin School Board will occur at 7:30 p.m., Monday, 10/14/91. The Mayor has asked you attend and give a 15 min. presentation on the Comp. Master Plan. This should include highlights of the plan relative to school setting, parks, general environmental aspects and land use/population forecasts plus the target/completion and how the process works i.e. special meetings where the school can have input with a rep. The agenda is attached. See me if you have questions.



February 16, 2001

*Received 2/16/01
4:10 p.m.
S. Claus.*

Ms. Sandra Claus, City Clerk
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Dear Ms. Claus:

I do not consider the vote taken on February 12, 2001 to be the vote of the Common Council as to placing a referendum question on the April 3, 2001, ballot for a unified school district.

My problem is that this was not a Council action because the meeting on February 12, 2001 was a continuation of a Committee of the Whole Meeting on February 5, 2001. Thus, the vote taken on February 12, 2001 was advisory only. I realize that I may have been confused procedurally.

However, if it is determined that the vote of February 12, 2001 was a binding vote of the Council, I veto that action.

I veto the action not because I do not want to learn the opinion of people who live in that part of Franklin which is in the Oak Creek-Franklin School District as to whether we should have a unified school district. In fact, I would like to know the opinion of those and all other residents on that issue.

But because it is such an important issue I think it should be voted on only after a fair amount of time and study can be put to the matter. What are the tax ramifications? What are the ramifications to school building projects, present and future? What are the ramifications to the school transportation system, the recreation department, school sports programs?

To do justice to these important issues in the space of the six (6) weeks before the April 3, 2001 election is, in my mind, not possible.

I guess the issue being on the ballot at another time - November, for example - to allow more time to study and fairly present the issue to voters. I favor the question being worded with more substance than simply asking voters if they want the City to "look into" the matter. That wording, in my opinion, will not yield clear cut results.

S. Claus
2/16/01
Page Two

For those reasons, I veto the action of the Common Council at the February 12, 2001 meeting placing on the April, 2001, ballot the question: Should the City of Franklin look into a unified school district.

Sincerely,

A handwritten signature in cursive script, appearing to read "Frederick F. Klimetz".

Frederick F. Klimetz
Mayor

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO. 2001-_____

A RESOLUTION SETTING AN ADVISORY REFERENDUM PERTAINING TO THE WISHES OF THE ELECTORATE AS TO THE REORGANIZATION OF SCHOOL DISTRICTS AND SCHOOL DISTRICT BOUNDARIES SO THAT THERE IS ONE SCHOOL DISTRICT WITHIN THE CITY OF FRANKLIN

WHEREAS, there are currently three separate school districts located and partially located within the municipal boundaries of the City of Franklin, the Franklin School District, the Whitnall School District and the Franklin - Oak Creek School District; and

WHEREAS, each of such school districts provide different services to the Franklin residents in some degree and different levels of general property taxation, which in part frustrate the ability of the City of Franklin to protect and promote the health, safety and welfare of all of its citizens in an equal manner; and

WHEREAS, the City of Franklin is one of the most rapidly growing cities in the State of Wisconsin and the Franklin Common Council being interested in addressing all available issues which may promote the orderly, aesthetic, environmentally safe and economically sound direction of such growth for the benefit of existing residents and taxpayers as well as those who will locate and develop property within the City in the future; and such issues and programs which involve the expansion of the tax base in the City are not susceptible to resulting equal taxpayer benefits upon fruition while there remains separate tax treatment within separate school districts within the municipality as required by and resulting from the application of current state statutes; and

WHEREAS, the City of Franklin Common Council recognizing that the ultimate determination of the relocation of school district boundaries is a matter within the discretion and jurisdiction of the subject school districts, but also recognizing that there are substantial City concerns attached to the existence of multiple school districts within the municipality and the Common Council having determined that it is appropriate to poll the electorate of the City as to its position with regard to the establishment of boundaries of a single school district coextensive with the boundaries of the City of Franklin so as to be advisory to and guide the City in its efforts to properly assist the expansion of the tax base and promote the welfare of the Community as it grows in a manner uniform to all of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the following question shall appear on the ballot at the forthcoming Spring Election as an advisory referendum question:

"Do the residents of the City of Franklin wish the City of Franklin to look into a Unified School District?"

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to prepare an explanatory statement with regard to the aforesaid question for publication upon the sample ballot notices for the review and approval by the Common Council at its next regular meeting.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2001.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2001.

APPROVED:

Frederick F. Klimetz, Mayor

ATTEST:

Sandra L. Claus, City Clerk

AYES _____ NOES _____ ABSENT _____

Common Council Meeting

2/19/01

Page Two

21. An ordinance to amend the cable television franchise ordinance and a resolution approving a cable television franchise agreement with Digital Access Corporation of Wisconsin, Inc.
 22. Approval for the Provision of Assessment Services to the City of Franklin.
 23. MADACC capital cost overages-reply to Ald. Bergmann's letter & possible action.
 24. Committee of the Whole Recommendations
 - A. Report from Fire Chief Bublitz and Police Chief Bohm on dispatching.
 - B. Ordinance to Amend the Ethics Code.
 - C. Discussion and recommendation to the Common Council to instruct the ability for the City to discuss shared services with other municipalities (Ald. Ryan).
 - D. Discussion and recommendation to the Common Council regarding a referendum question pertaining to the detachment of the Oak Creek-Franklin School District (Ald. Ryan).
Resolution No. 2001-_____ setting an advisory referendum pertaining to the wishes of the electorate as to the organization of school districts and school district boundaries so that there is one school district within the City of Franklin.
 - E. Discussion and recommendation to the Common Council regarding policies pertaining to wetland mitigation, land disturbing and filling permits (Ald. Ryan).
 25. CLOSED SESSION: Acquisition Process for Sewers and Transportation Facilities as it pertains to the proposed Stonehedge Subdivision. The Council may enter closed session pursuant to §19.85(1)(e), Stats. for the purpose of discussing the acquisition process for acquiring property for sewer, water and transportation facilities as it pertains to the proposed Stonehedge Subdivision, and reenter open session at the same place thereafter to act upon such matters as discussed therein.
 26. CLOSED SESSION: Purchase of Public Property. The Council may enter closed session pursuant to §19.85(1)(e), Stats. for the purpose of discussing the purchase of public properties for a community and recreation center, and reenter open session at the same place thereafter to act upon such matters as discussed therein (Ald. Ryan).
- G. Organizational Business
1. Special Common Council meeting dates.
 2. Boards and Commissions Appointments.
- H. Licenses and Permits
1. Miscellaneous Licenses.
- I. Bills
1. Vouchers and Payroll Approval.
- J. Adjournment

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

***Notice is given that a majority of members of other governmental bodies of the municipality 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 governmental bodies per State ex rel. Badke v. Greendale Village Bd. even though the governmental bodies will not take formal action at this meeting."

REMINDERS:

Feb. 22	Plan Commission	7:00 p.m.
March 5	Comm. of the Whole	7:00 p.m.
March 6	Common Council	7:15 p.m.

BB

CITY OF FRANKLIN
 SPECIAL COMMITTEE OF THE WHOLE MEETING*
 MONDAY, FEBRUARY 12, 2001, 7:00 P.M.
 COMMON COUNCIL CHAMBERS, FRANKLIN CITY HALL
 9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
 AGENDA

I. Call to Order and Roll Call

II. Business

A. Reports from Fire Chief Bublitz and Police Chief Bohn on dispatching

B. Ordinance to Amend the Ethics Code
(referred from 1/9/01 Common Council meeting)

C. Discussion and recommendation to the Common Council to instruct the ability for the City to discuss shared services with other municipalities (Ald. Ryan)

cc - 2119

Advisory referendum quest.
to be on 4/3/01 ballot.

D. Discussion and recommendation to the Common Council regarding a referendum question pertaining to the detachment of the Oak Creek-Franklin School District (Ald. Ryan)

E. Discussion and recommendation to the Common Council regarding policies pertaining to wetland mitigation, land disturbing and filling permits (Ald. Ryan)

III. Adjournment

*"Notice is given that a majority of members of other governmental bodies of the municipality 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 governmental bodies per State ex rel. Badke v. Greendale Village Bd. even though the governmental bodies will not take formal action at this meeting."

CITY OF FRANKLIN
COMMITTEE OF THE WHOLE MEETING*
MONDAY, FEBRUARY 5, 2001, 7:00 P.M.
COMMON COUNCIL CHAMBERS, FRANKLIN CITY HALL
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA

I. Call to Order and Roll Call

II. Hearings

Public Hearing-Amendments to the Franklin Cable Television Franchise Ordinance and Proposed Cable Television Franchise Agreement with Digital Access Corporation of Wis., Inc.
Resolution approving a Cable Television Franchise Agreement with Digital Access Corporation of Wisconsin, Inc.
Ordinance to amend the Cable Television Franchise Ordinance

III. Business

- A. Request from Mark Higgins along with Carlynn Garcia of the National Academies of Emergency Dispatch to speak regarding 911 Dispatcher training
- B. Reports from Fire Chief Bublitz and Police Chief Bohn on dispatching
- C. Presentation from Brad Anderson regarding future community center and recreation programs (funding, grants and profitability) (requested by Ald. Ryan)
- D. Government Access Channel
(referred from 1/9/01 Common Council meeting)
- E. Ordinance to Amend the Ethics Code
(referred from 1/9/01 Common Council meeting)
- F. Purchase of equipment referred (from 1/23/01 Common Council) meeting
 1. Minivan for Engineering Department
 2. Crawler bulldozer for Public Works
 3. Brush chipper for Public Works
 4. Track-type excavator for Public Works
- G. Salary Administration Policy
(referred from 1/9/01 Common Council meeting)
- H. Discussion and recommendation to the Common Council to instrument the ability for the City to discuss shared services with other municipalities (Ald. Ryan)
- 2112 - I. Discussion and recommendation to the Common Council regarding a referendum question pertaining to the detachment of the Oak Creek-Franklin School District (Ald. Ryan)
- J. Discussion and recommendation to the Common Council regarding policies pertaining to wetland mitigation, land disturbing and filling permits (Ald. Ryan)

- K. Closed Session-The Committee may enter closed session pursuant to §19.85(1)(e), Wis. Stats. for the purpose of discussing the negotiations of services for a financial advisor, and reenter open session at the same place thereafter to act upon such matters as discussed therein

- L. Closed Session-The Committee may enter closed session pursuant to §19.85(1)(c), Wis. Stats. for the purpose of clarifying compensation of a public employee and reenter open session at the same place thereafter to act upon such matters as discussed therein (Requested by Ald. Ryan)

IV. Adjournment

*"Notice is given that a majority of members of other governmental bodies of the municipality 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 governmental bodies per State ex rel. Badke v. Greendale Village Bd. even though the governmental bodies will not take formal action at this meeting."

- 2001 ROAD PROGRAM F-19. Alderman Taylor moved to authorize staff to proceed with obtaining bids for the 2001 Road Program as recommended by the Board of Public Works. Seconded by Alderman Hollis, motion carried.
- RES. 2001-5158 INSPECTION SERVICES F-20. Alderman Hogan moved to adopt Resolution No. 2001-5158, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE CONTRACTS FOR STREET AND UTILITY CONSTRUCTION INSPECTION SERVICES. Seconded by Alderman Hollis, motion carried.
- CABLE T.V. FRANCHISE AGREEMENT F-21. Alderman Hogan moved to table an ordinance to amend the cable television franchise ordinance and a resolution approving a cable television franchise agreement with Digital Access Corporation of WI, Inc. Seconded by Alderman Taylor, motion carried.
- RES. 2001-5159 ASSESSMENT SERVICES F-22. Alderman Hogan moved to adopt Resolution No. 2001-5159, A RESOLUTION APPROVING AN AGREEMENT WITH COLE-LAYER-TRUMBLE COMPANY FOR ANNUAL MAINTENANCE SERVICES AND REVALUATION for a 3-year period. Seconded by Alderman Taylor. Alderman Taylor withdrew his second. It was then seconded by Alderman Hollis. Upon roll call the vote was: Aldermen Hogan, Solomon, Hollis and Taylor voting "Aye" and Alderman Ryan and Bergmann voting "No", motion carried.
- MADACC F-23. Alderman Bergmann moved to approve payment in the amount of \$23,597 plus accrued interest to Milwaukee Area Domestic Animal Control Commission (MADACC). Fund balance transfer from 2000. Seconded by Alderman Solomon. Upon roll call the vote was: Aldermen Hogan, Solomon, Hollis, Taylor and Bergmann voting "Aye" and Alderman Ryan voting "No", motion carried.
- OAK CREEK-FRANKLIN SCHOOL DISTRICT F-24d. Alderman Ryan moved to create two Task Forces' created to look into the Oak Creek-Franklin District detachment and Whitnall School District detachment. Motion fails for lack of second.

Alderman Hogan moved to request Mayor to solicit invitations from community and elected officials (fact finding Task Force) to review detachment of any district which Franklin in involved; with names presented at 3/6/01 meeting and to review Wisconsin Statutes and relevant case law on these matters with their report to the Common Council no later than August, 2001. Seconded by Alderman Hollis, motion carried.



City of Franklin

9229 West Loomis Road, Franklin, Wisconsin 53132-9728

February 27, 2001

Ms. Mary Ann Lindberg
School Board President
Whitnall School District
5000 S. 116th Street
Greenfield, WI 53228

Dear Ms. Lindberg:

On February 19, 2001, the City of Franklin Common Council discussed the issue of evaluating the pros and cons of forming a combined school district within the City of Franklin. The Council asked me to contact the Board Presidents of the three school districts within the City and determine the school districts' interest in participating in this evaluation. Specifically, the Council discussed the formation of a Task Force to collect and evaluate information and data that could be used in determining the pros and cons of this concept. The information gathered by the Task Force would be shared by the Common Council and all three school districts, thus providing a single source document that could be used by all parties concerned.

In order to proceed with this process, it is requested that your school board appoint two individuals to serve on this Task Force. Your Board's representatives, along with two from each of the other school districts and two City of Franklin residents appointed by the Common Council, would cooperate in this fact-finding endeavor. I recommend that this proposed Task Force be directed not to take a position on the concept of a combined school district, but rather to function only as a fact-finding group. Please share this letter with your fellow board members. Your school board's timely response to this letter of interest would be greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Frederick F. Klimetz".

Frederick F. Klimetz
Mayor

GRP/lh



City of Franklin

9229 West Loomis Road, Franklin, Wisconsin 53132-9728

February 27, 2001

Mr. David E. Szychlinski
School Board President
Franklin Public Schools
8255 W. Forest Hill Avenue
Franklin, WI 53132

Dear Mr. Szychlinski:

On February 19, 2001, the City of Franklin Common Council discussed the issue of evaluating the pros and cons of forming a combined school district within the City of Franklin. The Council asked me to contact the Board Presidents of the three school districts within the City and determine the school districts' interest in participating in this evaluation. Specifically, the Council discussed the formation of a Task Force to collect and evaluate information and data that could be used in determining the pros and cons of this concept. The information gathered by the Task Force would be shared by the Common Council and all three school districts, thus providing a single source document that could be used by all parties concerned.

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Sincerely,

A handwritten signature in cursive script that reads "Frederick F. Klimetz".

Frederick F. Klimetz
Mayor

GRP/lh



City of Franklin

9229 West Loomis Road, Franklin, Wisconsin 53132-9728

February 27, 2001

Mr. James M. Eaton
School Board President
Oak Creek-Franklin School District
7630 S. 10th Street
Oak Creek, WI 53154

Dear Mr. Eaton:

On February 19, 2001, the City of Franklin Common Council discussed the issue of evaluating the pros and cons of forming a combined school district within the City of Franklin. The Council asked me to contact the Board Presidents of the three school districts within the City and determine the school districts' interest in participating in this evaluation. Specifically, the Council discussed the formation of a Task Force to collect and evaluate information and data that could be used in determining the pros and cons of this concept. The information gathered by the Task Force would be shared by the Common Council and all three school districts, thus providing a single source document that could be used by all parties concerned.

In order to proceed with this process, it is requested that your school board appoint two individuals to serve on this Task Force. Your Board's representatives, along with two from each of the other school districts and two City of Franklin residents appointed by the Common Council, would cooperate in this fact-finding endeavor. I recommend that this proposed Task Force be directed not to take a position on the concept of a combined school district, but rather to function only as a fact-finding group. Please share this letter with your fellow board members. Your school board's timely response to this letter of interest would be greatly appreciated.

Sincerely,

Frederick F. Klimetz
Mayor

GRP/lh

- SCHOOL DISTRICT TASK FORCE F-11. Mayor Klimetz updated the Council on the School District Fact-Finding Task Force. This item will be listed on the 3/20/01 Common Council agenda.
- ORD. 2001-1639 COMMISSIONS MEMBERSHIPS F-12. Alderman Taylor moved to adopt Ordinance No. 2001-1639, AN ORDINANCE TO AMEND THE MUNICIPAL CODE AS IT PERTAINS TO BOARDS AND COMMISSIONS AND BOARDS AND COMMISSIONS MEMBERSHIPS. Seconded by Alderman Hollis, motion carried.
- SPECIAL MEETINGS F-13. Discussion was held regarding holding special meetings to discuss future goals. Mayor Klimetz to present written list of possible dates for special meetings at the 3/20/01 meeting.
- RES. 2001-5165 EMERGENCY RESPONSE PLAN F-14a. Alderman Hogan moved to adopt Resolution No. 2001-5165, A RESOLUTION APPROVING THE CITY OF FRANKLIN MUNICIPAL EMERGENCY RESPONSE PLAN. Seconded by Alderman Hollis, motion carried.
- LIBRARY BUILDING F-14b. No action was taken on the status of the Franklin Public Library building project.
- RES. 2001-5166 FIRE DEPT. RESPONSE TIMES F-14c. Alderman Ryan moved to approve hiring of six firefighters and to proceed with the lease of a temporary fire station facility with the condition that the lease would dictate the terms that would be beneficial to the City, and further that the lease be brought back to the Council for final approval. It was further moved to adopt Resolution No. 2001-5166, A RESOLUTION TO AMEND THE 2001 ANNUAL BUDGET TO INCLUDE ADDITIONAL FUNDING FOR THE FIRE DEPARTMENT TO DECREASE RESPONSE TIMES. Seconded by Alderman Solomon, motion carried.
- YEAR-END RESULTS F-14d. No action was taken on a preliminary report on 2000 year-end results.
- ORD. 2001-1640 RABIES CONTROL F-14e. Alderman Hollis moved to adopt Ordinance No. 2001-1640, AN ORDINANCE TO AMEND THE MUNICIPAL CODE AS IT PERTAINS TO RABIES CONTROL. Seconded by Alderman Hogan, motion carried.
- MOSQUITO CONTROL F-14f. No action was taken on mosquito control in the City of Franklin.
- BOARD OF HEALTH F-14g. Alderman Ryan moved to refer the matter of proposed Board of Health ordinance revision to the City Attorney for review and recommendation and also to the Common Council on 3/20/01. Seconded by Alderman Taylor, motion carried.

APPROVAL <i>sla</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/06/01
REPORTS & RECOMMENDATIONS	School District Fact-Finding Task Force	ITEM NUMBER <i>F11.</i>

On February 19, 2001, the Common Council requested the Mayor to solicit invitations from community and elected officials to serve on a fact-finding Task Force to review detachment of any school district which Franklin is involved; with names to be presented at the March 6, 2001 Common Council Meeting. The Task Force is to review Wisconsin Statutes, relevant case law, and other information and data, and present a report back to the Common Council no later than August, 2001.

The Mayor has sent letters (copies attached) to the 3 School Board Presidents of the affected districts, asking for their participation in this effort. The Mayor is awaiting responses to his letter and will report back to the Council when responses are received.

COUNCIL ACTION REQUESTED

No action is requested. This is an informational item only.

RES. 2001-5172 F-14. Alderman Taylor moved to approve Resolution No. 2001-5172, A RESOLUTION TO CREATE THE POSITION OF DRAINAGE ENGINEERING TECHNICIAN AND ESTABLISH THE DUTIES THEREOF. Seconded by Alderman Hogan. Upon roll call the vote was: Aldermen Hogan, Solomon, Ryan and Taylor voting "Aye" and Alderman Bergmann "abstained", motion carried.

JOB DESCRIPTIONS F-15. Alderman Hogan moved to table resolution approving job descriptions for the Engineering, Sewer and Water and Assessor Departments to the 4/17/01 Common Council meeting. Seconded by Alderman Solomon, motion carried.

Alderman Bergmann vacated his seat.

FIREFIGHTERS INSURANCE F-16. Alderman Hogan moved to authorize the Human Resources Coordinator to proceed with obtaining Long Term Disability insurance for the firefighters through Northwestern Mutual Life. Seconded by Alderman Solomon, motion carried.

ORD. 2001-1641 F-17. Alderman Hogan moved to adopt Ordinance No. 2001-1641, AN ORDINANCE AMENDING THE MUNICIPAL CODE AS IT PERTAINS TO THE BOARD OF HEALTH. Seconded by Alderman Taylor. Upon roll call the vote was Aldermen Hogan, Solomon, Ryan & Taylor voting "Aye", motion carried.

Alderman Bergmann returned to his seat.

POLISH FESTIVALS F-18. Alderman Bergmann moved to schedule public hearing at 7:15 p.m. on April 17, 2001 for Polish Festivals, Inc. use of Section 501(c)(3) Bonds. Seconded by Alderman Taylor. After further discussion Alderman Taylor withdrew his second and Alderman Bergmann withdrew his motion.

Alderman Ryan then moved to refer this item to the 4/2/01 Common Council meeting. Seconded by Alderman Solomon, motion carried.

TASK FORCE F-19. Alderman Bergmann moved to create fact finding committee in regards to the school district and refer to referendum question even if no citizens are interested with Aldermen and Mayor to appoint members, collect data and place on referendum. Seconded by Alderman Ryan, motion carried.

<p>APPROVAL</p> <p><i>slc</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>03/20/01</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>School District Fact-Finding Task Force</p>	<p>ITEM NUMBER</p> <p><i>F.19</i></p>

On February 19, 2001, the Common Council requested the Mayor to solicit invitations from community and elected officials to serve on a fact-finding Task Force to review detachment of any school district which Franklin is involved, with names to be presented at the March 6, 2001 and March 20, 2001 Common Council Meetings. The Task Force is to review Wisconsin Statutes, relevant case law, and other information and data, and present a report back to the Common Council no later than August, 2001.

The Mayor has sent letters (copies attached) to the 3 School Board Presidents of the affected districts, asking for their participation in this effort. The Mayor is awaiting responses to his letter and will report back to the Council when responses are received.

COUNCIL ACTION REQUESTED

<p>APPROVAL</p> <p><i>slc</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 03/20/01</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>School District Fact-Finding Task Force</p>	<p>ITEM NUMBER F.19</p>

On February 19, 2001, the Common Council requested the Mayor to solicit invitations from community and elected officials to serve on a fact-finding Task Force to review detachment of any school district which Franklin is involved, with names to be presented at the March 6, 2001 and March 20, 2001 Common Council Meetings. The Task Force is to review Wisconsin Statutes, relevant case law, and other information and data, and present a report back to the Common Council no later than August, 2001.

The Mayor has sent letters (copies attached) to the 3 School Board Presidents of the affected districts, asking for their participation in this effort. The Mayor is awaiting responses to his letter and will report back to the Council when responses are received.

COUNCIL ACTION REQUESTED

FRANKLIN PUBLIC SCHOOLS

Education and Community Center

8255 West Forest Hill Avenue • Franklin, WI 53132-9705

Phone (414) 529-8220 • Fax (414) 529-8230

F.19



March 15, 2001

Mr. Frederick Klmetz
Mayor of Franklin
9229 West Loomis Road
Franklin, WI 53132

Dear Mayor Klmetz:

On behalf of the Franklin Public Schools Board of Education, I am responding to the Franklin Common Council's request for our participation on a committee to review options which could lead to unifying school districts in the City of Franklin. Our School Board has a well-established track record of involving citizens on committees. However, we do operate on the principle that we will not establish a review committee unless members can truly participate in a dialogue that will lead to an actionable result. I have discussed your proposed committee with my colleagues on the School Board. We have also discussed this with officials of the Whitnall and Oak Creek-Franklin school districts. We do not believe that a committee to discuss school district unification would lead to anything new or actionable.

The process of unification is governed by state statute. The statute is clear and needs no further study. It requires positive actions by all of the affected districts. You and I both know that this will not happen, for this is the message we have received from our neighboring colleagues. The only true alternative is a legislative change. We cannot imagine a scenario under which a state lawmaker from Oak Creek would support a measure which would negatively affect that district. Any attempt to unify the districts would result in a transfer of students and tax revenue away from that district.

A committee could discuss the options, but, in the end, we do not believe that any new information would be obtained. We have provided the Council with the statute as well as a comprehensive analysis of how unification would affect our District. We cannot imagine what more could be needed.

The Council is very busy with issues of great importance to the community. Similarly, the School Board has a long agenda. Over the years, I have learned that it is best to concentrate on those areas in which the expenditure of human capital will yield positive results. It does not appear that this discussion will do such. For these reasons, the Franklin Public Schools Board of Education has decided not to participate in this proposed committee. We respectfully urge the Council to abandon the idea as well.

Sincerely,

David E. Szychlinski

David E. Szychlinski
President, Board of Education

cc: John Voorhees, District Administrator, Oak Creek-Franklin Joint School District
Karen Petric, District Administrator, Whitnall School District
Gerald Freitag, District Administrator, Franklin Public School District

3/20/01 Copy to All.

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>4/16/02</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>CLOSED SESSION: Consideration of the investment and payment of public funds to facilitate the co-extension of the Franklin School District eastern boundary with the City of Franklin eastern boundary to more nearly equalize the public services and facilities available to City of Franklin residents and to allow for the more efficient administration of city and school district government (Ald. Ryan)</p>	<p>ITEM NUMBER</p> <p>F.10</p>

The Council may enter closed session pursuant to §19.85(1)(e), Stats. to consider the investment and payment of public funds to facilitate the co-extension of the Franklin School District eastern boundary with the City of Franklin eastern boundary to more nearly equalize the public services and facilities available to City of Franklin residents and to allow for the more efficient administration of city and school district government and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

COUNCIL ACTION REQUESTED

Motion to enter closed session pursuant to §19.85(1)(e), Stats. to consider the investment and payment of public funds to facilitate the co-extension of the Franklin School District eastern boundary with the City of Franklin eastern boundary to more nearly equalize the public services and facilities available to City of Franklin residents and to allow for the more efficient administration of city and school district government and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

WATER
PRESSURE-
CONTINUED

Mayor Klimetz directed that a representative of the Board of Water Commissioners attend the May 6, 2002 Committee of the Whole meeting to explain in advance what areas may be affected by water pressure reductions and also that the City Attorney look at case law on arbitrarily changing authority given to a Commission and all requirements that need to be met.

Alderman Bergmann then moved to table the ordinance requiring Common Council approval for water pressure reduction. Seconded by Alderman Dorsan, motion carried.

S. 76TH STREET
RECONSTRUCTION

F-9.

Alderman Taylor moved to direct the City Clerk to contact County Executive candidates requesting appearance at a special meeting before April 30, 2002 or thereafter to successful candidate regarding S. 76th Street Reconstruction from W. Terrace Drive to W. Puetz Road. Seconded by Alderman Solomon, motion carried.

CLOSED
SESSION

F-10.

Alderman Ryan moved to enter closed session pursuant to §19.85(1)(e), Stats. to consider the investment and payment of public funds to facilitate the co-extension of the Franklin School District eastern boundary with the City of Franklin eastern boundary to more nearly equalize the public services and facilities available to City of Franklin residents and to allow for more efficient administration of city and school district government and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Dorsan. Upon roll call the vote was: Aldermen Dorsan, Solomon, Hollis and Ryan voting "Aye" and Aldermen Taylor and Bergmann voting "No", motion carried.

Upon reentering open session:

Alderman Bergmann moved to refer the above closed session item to the City Attorney and table this to the May 6, 2002 Committee of the Whole meeting. Seconded by Alderman Ryan, motion carried.

APPOINTMENTS

G-1.

Alderman Taylor moved to confirm the following Mayor's aldermanic appointments:

Alderman Dorsan to the Environmental Commission, Parks Commission, Personnel Committee and Finance Committee;

Alderman Solomon to the Economic Development Commission, Finance Committee, Personnel Committee and License Committee;

Alderman Netzel to the License Committee, Civic Celebrations Commission and Library Board;

CITY OF FRANKLIN
COMMITTEE OF THE WHOLE MEETING*
MONDAY (MAY 6, 2002) 7:00 P.M.
COMMON COUNCIL CHAMBERS, FRANKLIN CITY HALL
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA

- I. Call to Order and Roll Call

- II. Business
 - A. Authority of Common Council to approve water pressure reductions prior to action by the Board of Water Commissioner

 - B. An ordinance to amend the Ethics Code

 - C. A resolution approving a 3-year contract agreement with TDS Metrocom for providing local and long distance telephone service to the City of Franklin

 - D. A resolution allowing employees to donate vacation time to an employee in a time of need

 - E. A resolution approving job descriptions for the Engineering and Inspection Departments of the City of Franklin.

 - F. A resolution of support and sponsorship for Dr. JoAnn Gillespie to seek grant funding for the purpose of authorizing a book on retention/detention basin native landscape guidelines (Ald. Dorsan)

 - G. City Hall remodeling

 - H. An ordinance to amend the rules of Common Council proceedings to establish an order of roll call votes (Ald. Dorsan)

 - I. Use of the Police Facility Courtroom for the Common Council meeting of 5/21/02 and the Plan Commission meeting of 5/23/02 (Ald. Solomon)

- II. Adjournment

*Notice is given that a majority of members of the Board of Water Commissioners and Ethics Board of the municipality 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 Board of Water Commissioners and Ethics Board per State ex rel. Badke v. Greendale Village Bd. even though the Board of Water Commissioners and Ethics Board will not take formal action at this meeting."



City of Franklin

9229 West Loomis Road, Franklin, Wisconsin 53132-9728

Sandi
FYI

MEMORANDUM

TO: Common Council Members

FROM: Mayor Frederick F. Klimetz

DATE: May 30, 2001

SUBJECT: 1. School District Consolidation Task Force
2. Visioning Meeting

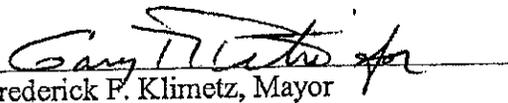
School District Consolidation Task Force

At their March 20, 2001 meeting, the Common Council approved a motion to "create a fact finding committee in regards to the school district and refer to referendum question even if no citizens are interested with Aldermen and Mayor to appoint members, collect data, and place on referendum".

Thus far, only two Aldermen have submitted names to me for their suggested appointment. If you have not done so yet, please submit your appointments to me as soon as possible.

Visioning Meeting

As a reminder, the Mayor's and Common Council's "Visioning Meeting" is scheduled for this coming Saturday, June 2, 2001, at 9:00 a.m. at the Education and Community Center, 8255 W. Forest Hill Avenue. It is anticipated that this meeting will not last beyond 3:00 p.m. It is requested that you bring to the meeting a written list (with 10 copies for handout) of potential topics for discussion.


Frederick F. Klimetz, Mayor

/lh

9

CITY OF FRANKLIN
COMMITTEE OF THE WHOLE MEETING*
MONDAY, JUNE 4, 2001, 7:00 P.M.
COMMON COUNCIL CHAMBERS, FRANKLIN CITY HALL
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA

- I. Call to Order and Roll Call
- II. Business
 - A. Update on the status and progress of the Franklin Public Library Building Project
 - B. Recommendation to review the Salary Administration Policy regarding starting salary for Department Heads of the City of Franklin
 - C. Mayor directive regarding seminar attendance
 - D. Discussion regarding School District Fact Finding Task Force (Mayor Klimetz)
- III. Adjournment

*"Notice is given that a majority of members of other governmental bodies of the municipality 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 governmental bodies per State ex rel. Badke v. Greendale Village Bd. even though the governmental bodies will not take formal action at this meeting."

- RES. 2001-5227
AMEND 2001
BUDGET F-24. Alderman Taylor moved to adopt Resolution No. 2001-5227, A RESOLUTION TO AMEND THE 2001 ANNUAL BUDGET TO INCLUDE DECREASES TO THE FIRE DEPARTMENT. Seconded by Alderman Solomon, motion carried.
- RES. 2001-5228
AMEND 2001
BUDGET Alderman Solomon moved to adopt Resolution No. 2001-5228, A RESOLUTION TO AMEND THE 2001 ANNUAL BUDGET TO INCLUDE AN INCREASE FOR THE GIS CAPITAL PROJECT. Seconded by Alderman Taylor, motion carried.
- RES. 2001-5244
WEB SITE
GUIDELINES F-25. Alderman Taylor moved to adopt Resolution No. 2001-5244, RESOLUTION ESTABLISHING TECHNOLOGY COMMISSION WEB SITE GUIDELINES. Seconded by Alderman Hollis, motion carried.
- TAX ROLL ON
WEB SITE F-26. Alderman Taylor moved to authorize and direct the Dir. of Admin. to sign the April 9, 2001 proposal with Jade Technologies, Inc. to post the City's 2000 Tax Roll information onto the City's web site, as recommended by the City's Technology Commission. Seconded by Alderman Solomon. Alderman Taylor withdrew his motion. No further action was taken on this matter.
- VACATION TIME F-27. Mayor Klimetz directed that all department heads notify the Mayor and Aldermen of vacation or leave time and further that Alderman Ryan be allowed to send a brochure for general information purposes only, to be reviewed by the City Attorney.
- LIBRARY
BUILDING 28-A. An update was given on the status and progress of the Franklin Public Library Building Project.
- SALARY
ADMINISTRATION
POLICY 28-B. Alderman Solomon moved to revise the Salary Administration Policy regarding starting salary for Department Heads of the City of Franklin. Seconded by Alderman Taylor, motion carried.
- SEMINAR
ATTENDANCE 28-C. No action was taken on the direction regarding seminar attendance established at the December 19, 2000 Common Council meeting.
- FACT FINDING
TASK FORCE Alderman Ryan moved to discontinue the Fact Finding Task Force discussed at the March 20, 2001 Common Council meeting regarding school district boundaries. Seconded by Alderman Solomon, motion carried.
- RESIGNATION G-1. Alderman Solomon moved to accept the resignation of Susan Dawicke from the Board of Zoning & Building Appeals. Seconded by Alderman Dorsan, motion carried.

Sandi Wesolowski

From: Lyle Sohns, P. E. (RUE) [lsohns@realtimeutilityengineers.com]
Sent: Thursday, April 07, 2005 2:25 PM
To: karolewm@franklin.k12.wi.us; mekarol@ameritech.net
Cc: John Hedstrom; szakacsb@franklin.k12.wi.us; Sandi Wesolowski
Subject: Boundry Petition

Mary –

Thanks for filling me in on the boundary petition affecting the Franklin and Whitnall School Districts.

I've submitted the attached letter to the School District Boundary Appeal Board presenting my opinion on the matter. Please distribute it as you see fit.

By copy of this e-mail, I'm requesting that the City Clerk provide copies to the Mayor and Common Council.

Regards,

Lyle Sohns



City of Franklin

9229 West Loomis Road, Franklin, Wisconsin 53132-9728

April 7, 2005

Elizabeth Burmaster
State Superintendent of Public Instruction
Wisconsin Department of Public Instruction
125 South Webster Street
Madison, WI 53707-7841

Ref: School District Boundary Appeal Board (SDBAB) Order 2005 – 30

Ms. Burmaster:

It has come to my attention that residents on Larkspur Road in the City of Franklin have petitioned to leave the Franklin School District in favor of the Whitnall District.

As you probably know, the City of Franklin is in the unique situation of hosting all of the Franklin School District as well as parts of the Oak Creek – Franklin and Whitnall Districts.

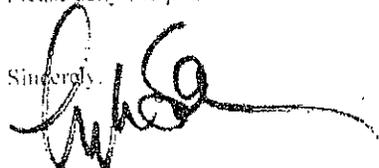
Supporting three separate school districts presents a challenge for our community and its leadership; having a single district with boundaries coincident with the Franklin city limits would clearly be preferable to the complex situation we have now.

That said, it is my considered opinion that the petition to remove the Larkspur Road neighbor from the Franklin School District should be denied. Clearly, the move would harm the Franklin District financially, creating additional burden for the taxpayers in the Franklin District.

Equally important is the dangerous precedent that would be set if the petition were approved. The SDBAB can count on a flood of petitions from residents of all three districts wishing a change in status for their own self interest, creating a chaotic and stressful environment in our community.

Please note that I am writing on my own behalf, and as an elected official of the City of Franklin. The Franklin Common Council did not have the opportunity to discuss and take a position on this issue, so I cannot report on or represent their interests.

Please deny the petition to alter the Franklin and Whitnall School Districts boundaries.

Sincerely,


Lyle Sohns
5th District Alderman
Common Council President
City of Franklin

Cc: John Hedstrom – President, Franklin Board of Education
William Szakacs – Administrator, Franklin School District
Sandy Wesolowski – Clerk, City of Franklin

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 21, 2015
REPORTS AND RECOMMENDATIONS	Matter of relocation of school district boundaries to be coterminous with City boundary process	ITEM NUMBER
<p>On June 10, 2015, the Common Council adopted a motion to have the City Attorney begin formal investigation into moving the boundary of the Franklin School District to South 27th Street. Attached is a memo prepared by Assistant City Attorney Joshi.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>As the Common Council may deem appropriate.</p>		

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JANE C. KASSIS,
LEGAL SECRETARY

July 15, 2015

To: Jesse A. Wesolowski
From: Siely N. Joshi

Re: Investigation into the procedure for moving the boundary of the Franklin School District to South 27th Street

Application of Wis. Stat. § 117.11

Moving the boundary of the Franklin School District to South 27th Street would be deemed "detachment and attachment of a large territory" governed by Wis. Stat. § 117.11. For purposes of public school district reorganization, a territory is defined as large if one of the following is present:

- The assessed value of the territory proposed to be transferred to an adjoining school district, divided by the assessment ratio of the taxation district is equal to or greater than 7% of the equalized valuation of the school district from which the territory is proposed to be detached; or
- 7% or more of the enrollment of the school district from which the territory is proposed to be detached resides in the territory proposed to be detached.

For the present discussion, moving the boundary of the Franklin School District to South 27th Street would result in detaching this territory from the Oak Creek-Franklin Joint School District and attaching it to the Franklin School District. This territory is currently part of the City of Franklin and about 8% of the students in the Oak Creek-Franklin Joint School District reside in this City of Franklin territory of the Oak Creek-Franklin Joint District.¹ Thus, because 7% or more of the enrollment of the Oak Creek-Franklin Joint School District resides in the territory proposed to be detached from the Oak Creek-Franklin Joint School District and attached to the Franklin School District, Wis. Stat. § 117.11 would apply to the matter of moving the Franklin School District boundary to South 27th Street.

¹ Information provided by email correspondence from Jill Bebeau of the Oak Creek-Franklin Joint School District on July 1, 2015, citing the Future Facilities Planning Committee as the source of this information.

Initiation of Procedures:

Wis. Stat. § 117.11(2) states that the procedures for the detachment and attachment of a large territory may be initiated by the filing of a petition by either of the following:

- A majority of the electors residing in the territory proposed to be transferred; or
- The owners or more than 50% of the territory proposed to be transferred, as measured by its assessed valuation divided by its assessment ratio.

The petition for the detachment and attachment of the large territory must be filed with the clerk of the current school district in which the territory is located. The petition must include a sufficiently accurate description of the territory proposed for transfer to determine its location in the district, as certified by the clerk of each city within which all or part of the territory is located, and the number pupils residing in the territory and enrolled in the district, as certified by the clerk of that school district. The petition must also state the number of pupils residing in the territory who, on the most recent third Friday in September or second Friday in January count, were enrolled in the district. Upon receipt of the petition, the school district clerk shall send a certified notice of the petition to the school board of the district to which the territory is proposed to be attached and to the secretary of the School District Boundary Appeal Board (SDBAB).

School Board Action:

The school boards of the affected territory, meeting jointly or separately in the first July beginning after receipt of the petition, may grant or deny the detachment and attachment of territory by adoption of a resolution. Each school board must file a copy of the resolution ordering or denying the reorganization with the SDBAB within five days after the adoption of the resolution. If both school boards agree to the attachment and detachment, and there is no referendum, the territory is transferred effective on the July 1 following the school board approval. Failure of a school board to adopt a resolution either ordering or denying the transfer before August 1 constitutes a denial of the reorganization by that school board.

Referendum:

Regardless of whether the detachment and attachment is ordered or denied by the school boards, a binding referendum shall be held if either of the following happens before the second Tuesday of September following the adoption of the resolution:

- The school board of either affected school district directs the holding of a referendum; or
- A petition requesting a referendum, signed by at least 10% of the electors residing in either affected school district, is filed with the clerk of the school district from which the territory is proposed to be detached.

If a referendum is necessary, it must be held on the Tuesday after the first Monday in November following the receipt of the petition or resolution.² The transfer of the large territory must be supported by a majority of the votes cast in each affected school district in order to be approved; otherwise the territory is not transferred.

² Wis. Stat. § 117.20.

Criteria Considered in School District Reorganization:

Wis. Stat. § 117.15 provides the following list of factors that a school board, the SDBAB, and an appeal panel should consider when assessing the effect of school district reorganization on the educational welfare of the children residing in all of the affected school districts:

- The geographical and topographical characteristics of the affected school districts, including the estimated travel time to and from school for pupils in the school districts.
- The educational needs of all of the children residing in the affected school districts, the educational programs currently offered by each affected school district and the ability and commitment of each school district to meet those needs and continue to offer those educational programs.
- If territory is proposed to be detached from one school district and attached to an adjoining school district, whether the proposed detachment will have any adverse effect on the program currently offered by the school district from which the territory is proposed to be detached, including both curricular and extracurricular aspects of that program.
- The testimony of and written statements filed by the residents of the affected school districts.
- The estimated fiscal effect of the proposed reorganization on the affected school districts, including the effect of the apportionment of assets and liabilities.
- Whether the proposed reorganization will make any part of a school district's territory noncontiguous.
- The socioeconomic level and racial composition of the pupils who reside in territory proposed to be detached from one school district and attached to an adjoining school district.
- The proportion of the pupils who reside in the affected territory who are children at risk.
- The socioeconomic level and racial composition of the pupils who reside or will reside in territory proposed to be detached from one school district and attached to an adjoining school district; the proportion of the pupils who reside in such territory who are children at risk, as defined under Wis. Stat. § 118.153(1)(a); and the effect that the pupils described in this paragraph will have on the present and future socioeconomic level and racial composition of the affected school districts and on the proportion of the affected school districts' enrollments that will be children at risk.

Related Issues:

Following the approval of a transfer of territory, assets and liabilities are assigned to the school districts under Wis. Stat. § 66.0235, on the effective date of the reorganization. The process may include assets and liabilities being assigned proportionally to the affected school districts based on the ratio of the equalized valuation of the transferred territory to the equalized

valuation of all taxable property in the detaching school district.³ Wis. Stat. § 66.0235(2c)(b) provides for an alternate procedure to be used wherein the affected school boards adopt identical resolutions stating the agreed-upon division of assets and liabilities. The resolution must pass in each affected school board by a three-fourths vote in favor of the resolution. Districts holding state trust fund loans should refer to Wis. Stat. § 66.0235(10) for the procedure to transfer this debt.

³ Wis. Stat. § 66.0235(2c)(a).

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