

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, FEBRUARY 16, 2016
AT 6:30 P.M.

- A. Call to Order and Roll Call.

- B.
 - 1. Citizen Comment Period.
 - 2. Mayor Announcements:
 - (a) Presentation of Fundraising Proceeds from Kayla's Krew/Penfield Children's Center for the Benefit of Kayla's Playground by Mrs. Michelle Runte (Approximately \$36,000).
 - (b) A Proclamation Honoring the Outstanding Service of Shirley Bird as Tour Director of the Franklin Senior Travel Program.
 - (c) Introduction of Information Technologies Manager, James Matelski.

- C. Approval of Minutes:
 - February 2, 2016 Common Council Meeting.

- D. Hearings.

- E. Organizational Business.

- F. Letters and Petitions.

- G. Reports and Recommendations:
 - 1. A Resolution Accepting Cash Donation from Kayla's Krew/Penfield Children's Center for the Benefit of Kayla's Playground Maintenance and Enhancement.
 - 2. A Donation from Franklin Residents Richard and June Cemka to the Fire Department in the amount of \$900.
 - 3. Authorization to Purchase Two Additional Ambulance-Based Laptops from the 2016 Information Systems Capital Outlay Appropriations.
 - 4. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Review and Approval of a Site Plan and Natural Resource Protection Plan for a 5 to 8 Bedroom State Licensed Community Based Residential Facility Development Located at 9132 South 92nd Street (Matt Talbot Recovery Services, Inc., Applicant).
 - 5. Update on Prior Authorization Regarding Franklin Woods Park Contract with Willkomm Excavating & Grading, Inc.
 - 6. Authorization to Engage Ehlers & Associates, Inc. for Tax Incremental District Services Related to Ballpark Commons, a Proposed Mixed-Use Development (to be Located at and in the Vicinity of the Rock Sports Complex and Southwest of the Intersection of W. Rawson Avenue and Old Loomis Road) (Zimmerman Ventures, LLC, Developer).
 - 7. An Ordinance to Amend §183-48 of the Municipal Code, "Regulations Governing Parks", Pursuant to the Recommendation of the Park Commission, to Change Park Hours by Replacing the Words "Between the Hours of 9:00 A.M. and 9:00 P.M." with "From Dawn to Dusk."

Common Council Meeting Agenda

February 16, 2016

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8. A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Developer of Villas of Franklin (Franklin Oaks Subdivision) Phase III Condominiums Located West of S. 27th Street and South of W. Drexel Avenue.
9. A Resolution Granting a Request for Right of Use of W. Pine Lane Right-of-Way West of S. 111th Street and Connection to Municipal Sewer and Water.
10. A Resolution Authorizing Certain Officials to Execute an Intergovernmental Cooperation Agreement with the Village of Hales Corners for the Improvement of a Portion of W. College Avenue.
11. A Resolution to Sign Change Order 4 for Construction of Franklin Water and Wastewater Operations and Maintenance Facility (5550 West Airways Avenue).
12. A Resolution to Temporarily Designate W. Church Street as Two-Way Traffic and No-Parking From S. 116th Street to W. St. Martins Road.
13. A Resolution to Provide New Residential Mailboxes for 10010-11839 W. St. Martins Road.
14. An Approval of Revised Rates of Service for Street and Utility Construction Inspection for the Years 2016 and 2017.
15. A Resolution to Amend Articles III and V of the Administrative Rules and Procedures for the Board of Public Works Commission, Officers and Quorum.
16. Consideration of Additional Appropriations for the Senior Travel Program via an Ordinance Adopting the 2016 Annual Budgets for the General Fund for the City of Franklin for Fiscal Year 2016, or by Other Budgetary Means.
17. Budget Preparation Timetable for the 2017 Budget.

H. Licenses and Permits.
Miscellaneous Licenses.

I. Bills.
Vouchers and Payroll approval.

J. Adjournment.

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

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

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

REMINDERS:

March 1	Common Council Meeting	6:30 p.m.
March 3	Plan Commission	7:00 p.m.
March 15	Common Council Meeting	6:30 p.m.
March 17	Plan Commission	7:00 p.m.

B. 2. b.

A STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

**A PROCLAMATION HONORING THE OUTSTANDING SERVICE OF
SHIRLEY BIRD AS TOUR DIRECTOR OF THE
FRANKLIN SENIOR TRAVEL PROGRAM**

Whereas, Shirley Bird, a City of Franklin resident for 60 years, is more notably known as the "Tour Director" for the Franklin Senior Travel Program since December 28, 1998; and

Whereas, since 2002, working as Tour Director for the Franklin Senior Travel Program, Shirley coordinated 211 senior travel trips, answered 1,427 trip phone calls (always securing an impressive sales closure rate), and prepared 34 statistical reports to the Franklin Common Council from August 2002 thru December 31, 2015; and

Whereas, Shirley had quite a following and track record for trip participation, where yearly total participation from 2002 through 2015 ranged from 478 to 950 seniors, for an average yearly total trip participation of 674 seniors; and

Whereas, Shirley was always organized and meticulous in all aspects of her Tour Director duties—always adamant about making sure her "totals" equaled the City's totals, which, by the way, were always right on; and

Whereas, Shirley selflessly wore her "Tour Director" hat, giving of her time graciously without ever requesting anything in return. She worked to provide the "ever-so-looked-forward-to" trips for the pleasure of the Franklin Seniors—giving them the opportunity to have a day out to relax as she watched as they enjoyed the company of others and gained new life-long friendships; and

Whereas, a fellow senior described how Shirley always greets the seniors as they board the bus with her big smile and an energetic "how are you?"—and finished by saying "that Shirley is a 'SPECIAL' person"! Shirley—YOU will be missed and the program will never be the same without you!

Now Therefore, Be It Proclaimed by the Mayor and Common Council of the City of Franklin, Wisconsin, that the City hereby respectfully honors the outstanding and selfless service of Shirley Bird, who has dedicated so much of her time to this City, the Senior Travel Program, and her Franklin Senior Citizen family.

Dated this 16th day of February, 2016


Stephen R. Olson, Mayor

- CONSERVATION
EASEMENT AT 9132 S.
92ND ST. (MATT TALBOT
RECOVERY SERVICES)
- G.2. Alderwoman S. Mayer moved to table to next meeting A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN AND NATURAL RESOURCE PROTECTION PLAN FOR A 5 TO 8 BEDROOM STATE LICENSED COMMUNITY BASED RESIDENTIAL FACILITY DEVELOPMENT LOCATED AT 9132 SOUTH 92ND STREET (MATT TALBOT RECOVERY SERVICES, INC., APPLICANT). Seconded by Alderman Taylor. All voted Aye; motion carried.
- AMENDMENT NO. 1
MMSD'S FUNDING
AGREEMENT
- G.3. Alderwoman Wilhelm moved to sign Amendment Number One for Milwaukee Metropolitan Sewerage District's Funding Agreement FR 02 (Private Property Inflow and Infiltration Program, South 37th Street between West Rawson Avenue and West Madison Boulevard). Seconded by Alderman Dandrea. All voted Aye; motion carried.
- STREET LIGHT
INSTALLATION AT W.
FOREST HOME AVE.
AND S. NORTH CAPE RD.
- G.4. Alderwoman S. Mayer moved to authorize the City Engineer to sign a street light appendix with WE Energies for the installation of one street light, 150 watt high pressure sodium on one wood pole, at a cost of \$3,214.11 which includes restoration of the site, be billed to the City of Franklin with funding from Capital Outlay Contingency Fund. Seconded by Alderman Taylor. All voted Aye; motion carried.
- RES. 2016-7169
OPPOSING AB750
PERSONAL PROP. TAX
AND COMPUTER AID
- G.5. Alderman Taylor moved to approve Resolution No. 2016-7169, A RESOLUTION OPPOSING WISCONSIN ASSEMBLY BILL 750 REPEALING OF PERSONAL PROPERTY TAX AND ELIMINATING EXEMPT COMPUTER AIDS. Seconded by Alderman Schmidt. All voted Aye; motion carried.
- COMM. OF THE WHOLE
MOU REGARDING
BALLPARK COMMONS
- G.7. Alderwoman Wilhelm moved to approve signing the Memorandum Of Understanding with Zimmerman Ventures, LLC regarding Ballpark Commons, a proposed mixed-use development (located at and in the vicinity of The Rock Sports Complex and southwest of the intersection of W. Rawson Avenue and Old Loomis Road) with corrections submitted 2/2/2016. Seconded by Alderman Taylor. On roll call, all voted Aye. Motion carried.
- RESCHEDULE COUNCIL
MEETING TO APRIL ,
2016
- G.8. Alderman Taylor moved to reschedule April 5, 2016 Common Council meeting to April 4, 2016 due to the Presidential Preference and Spring Election. Seconded by Alderman Dandrea. All voted Aye; motion carried.

- LICENSES AND PERMITS H.1. Alderman Dandrea moved to approve the following:
Grant Operator's license to Jon Mankowski, 3555 S. Sunnyslope Rd., New Berlin, with a warning letter from the City Clerk; and
- Hold Operator's license application of Tori Hansen, 1303 N. Cass St., #207, Milwaukee, for appearance; and
- Grant Operator's license to Clayton Olson, 7711 Wyndham Hills Pkwy., Franklin; and
- Hold Change of Agent application for Kwik Trip Inc., #857, Candida Christman, for appearance.
- Seconded by Alderman D. Mayer. All voted Aye; motion carried.
- VOUCHERS AND PAYROLL I.1. Alderman D. Mayer moved to approve net general checking account City vouchers in the range of Nos. 159447 through 159617 in the amount of \$1,549,130.33 dated January 15, 2016 through February 1, 2016. Seconded by Alderman Taylor. On roll call, all voted Aye. Motion carried.
- Alderman D. Mayer moved to approve net payroll dated January 22, 2016 in the amount of \$389,301.29 and payments of the various payroll deductions in the amount of \$399,913.13 plus any City matching payments where required. Seconded by Alderman Taylor. On roll call, all voted Aye; motion carried.
- Alderman Schmidt moved to approve net payroll dated February 5, 2016 estimated at \$381,000.00 and payments of the various payroll deductions estimated at \$212,000.00 plus any City matching payments where required. Seconded by Alderwoman S. Mayer. On roll call, all voted Aye. Motion carried.
- Alderman Dandrea moved to approve property tax refunds in the range of Nos. 16059 through Nos. 16287 in the amount of \$52,063,972.05 dated January 15, 2016 through January 28, 2016. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.
- ADJOURNMENT J. Alderman Taylor moved to adjourn the meeting at 8:27 p.m. Seconded by Alderman Schmidt. All voted Aye; motion carried.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE February 16, 2016
REPORTS & RECOMMENDATIONS	DONATION TO CITY FROM KAYLA'S KREW AND PENFIELD CHILDREN'S CENTER FOR THE KAYLA'S PLAYGROUND	ITEM NUMBER <i>G.I.</i>

Background

The City of Franklin has partnered with Kayla's Krew and Penfield Children's Center to create Kayla's Playground in Franklin Woods. Kayla's Krew has been fund raising for some time and raised enough funds to purchase \$221,585 of playground equipment for Kayla's all inclusive, all accessible playground at Franklin Woods.

Their fund raising efforts have transitioned to the City of Franklin as of September 1, 2015. Since that time, \$14,674 has been donated to the City (\$10,000 from Thrivent Financial and \$4,674 from 'picket' sales for the playground. Some \$36,044.41 of additional funds have been raised by Kayla's Krew/Penfield Children's Center that they wish to donate to the City subject to the terms of the Agreement signed September 1, 2015 between Kayla's Krew, Penfield Children's Center and the City of Franklin.

COUNCIL ACTION REQUESTED

Motion adopting Resolution 2016-____ accepting a generous \$36,044.41 donation from Kayla's Krew/Penfield Children's Center for the benefit of Kayla's Playground maintenance and enhancement.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2016-_____

A RESOLUTION ACCEPTING CASH DONATION FROM KAYLA'S KREW/PENFIELD
CHILDRENS CENTER FOR THE BENEFIT OF KAYLA'S PLAYGROUND
MAINTENANCE AND ENHANCEMENT

WHEREAS, Kayla's Krew/Penfield Children's Center partnered to create an all inclusive, all accessible playground a reality in the City of Franklin and

WHEREAS, Kayla's Krew and Penfield Children's Center organized a krew of local volunteers to help build the playground at Franklin Woods in September, 2015, and

WHEREAS, Kayla's Krew and Penfield Children's Center raised funds toward that effort, generously donating \$221,585 of specialized playground equipment to the City of Franklin to equip a playground now known as Kayla's Playground, and

WHEREAS, Kayla's Krew and Penfield Children's Center had funds in excess of the playground equipment cost that they wish to donate to the City for maintenance and enhancing the playground, and

WHEREAS, Kayla's Krew, Penfield Children's Center and the City of Franklin agreed on September 1, 2015 to use the funds to provide for the enhancement, operation and maintenance of the playground.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Common Council hereby accepts the additional generous donation of \$36,044.41 and playground equipment from Kayla's Krew and Penfield Children's Center subject to the conditions outlined in the Agreement dated September 1, 2015.

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2016 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this
__th day of _____, 2016.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;"><i>2/16/2016</i></p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Donation from Franklin Residents Richard and June Cemka to the Fire Department in the amount of \$900.00</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.2.</i></p>

The Franklin Fire Department has received a cash donation from Franklin Residents Richard and June Cemka in the amount of \$900.00. The department intends to use the funds towards the purchase of an additional cardiac monitor/defibrillator, which will allow the Department to put a fourth ALS (paramedic) ambulance in service in the near future.

COUNCIL ACTION REQUESTED

Request approval to accept \$900.00 donation from Richard and June Cemka, to be used towards partially funding a future additional cardiac monitor/defibrillator.

January 20, 2016

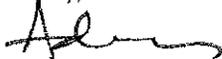
Mr. & Mrs. Richard Cemka
9501 W. Loomis Road, #343
Franklin, WI, 53132

Dear Richard and June,

On behalf of the Franklin Fire Department and the City of Franklin, please accept my thanks for the extremely generous donation that you have made to the Franklin Fire Department. Usually, the Fire Department uses donated money to help fund our Fire Prevention programs in the community. However, due to the size and extremely generous nature of your donation, the Franklin Fire Department intends to use the money towards the purchase of an additional cardiac monitor/defibrillator. This piece of medical equipment allows paramedics to stabilize a patient's heart rhythm during a heart attack, and the purchase of an additional unit will eventually allow the Department to put an additional paramedic ambulance in service.

Your donation will quite literally save lives in the City of Franklin. As the Fire Chief, and more importantly as a lifelong Franklin Resident, I am extremely grateful to both of you.

Sincerely,



Adam Remington
Fire Chief,
Franklin Fire Department

<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>02/16/2016</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorization to Purchase Two Additional Ambulance-Based Laptops from the 2016 Information Systems Capital Outlay Appropriations</p>	<p>ITEM NUMBER</p> <p>G.3.</p>

The Fire Department has been on a cycle of ordering two laptops (CF-19 ToughBooks) per year and have been getting 3 years of front-line ambulance use and 1 year as a back-up (used when front-line laptops are being serviced). This cycle enables each of the three ALS units, the two BLS units, and the back-up ambulance to contain a front-line laptop. The laptops are used for creating incident reports in the field that are then downloaded at the hospital as part of the patient care protocol. Additionally, the Fire Department reports that without a Toughbook the ambulance cannot effectively serve as a transport unit. Although not as critical to patient care, it is worth noting that they are used to upload the reports to the billing agent.

With the recent upgrades to Image Trend (EMS reports) and Phoenix CAD, the Fire Department has reported more incidents where the 32-bit laptops have locked up on calls. When the laptop locks up on an EMS call, it forces the EMT or Paramedic to restart the laptop, potentially losing patient information and losing the ability to document patient care while it is re-booting. Non-functioning laptops are a distraction to the quality patient care that the Fire Department tries to provide. Although a 32-bit level infrastructure had historically been sufficient, that simply is no longer the case for regular daily use. Unfortunately the 32-bit laptops cannot be upgraded to hold sufficient RAM to eliminate the risk of service problems. The two 64-bit laptops in place do not suffer with the same service problems. Two of the four 32-bit laptops were purchased in 2013 and are budgeted for replacement in the 2016 Fire Department Capital Outlay Budget. The remaining two would not be anticipated to be replaced until 2017, unless this request is authorized.

Given the importance of the laptops in patient care, it is in the City's best interest to replace the remaining two 32-bit laptops as soon as possible. At its meeting of December 15, 2015, the Common Council directed the 2015 Capital Outlay items within Information Services be carried over to 2016 for re-appropriation. Added to the budgeted 2016 Capital Outlay items for Information Services, the Director of Administration anticipates that sufficient total appropriations would be available to fund the purchase of the additional two laptops at this time. As such, no additional budget authorization would be required. With approval of the Common Council, the cost of the two added laptops would be covered from savings from authorized and budgeted items or from scaling back or delaying a capital item of less importance than the patient care laptops. The bottom line is that the IT Department is prepared to make the laptops for the Fire Department a priority and will work around that demand.

The two laptops approved for 2016 in the Fire Department budget were funded at a total of \$7,400. The new laptops will add RAM and backlit keyboards for enhanced functionality 24-hours per day. If the costs exceed the \$7,500 per pair, the IT budget would also cover that difference. The practice of the City is that the Mayor may authorize adjustments between budgeted capital items with a department's operating budget up to \$5,000. As noted above, the two added laptops exceed \$5,000; therefore, Common Council authorization is requested.

It is worth noting that currently the City typically only has one older laptop on hand to use as a spare in the event one of the six front-line laptops is being serviced or is sent away for warranty work. The strategy recommended above would create the ability to hold two laptops as backups, which is beneficial given the extended down time associated with shipping laptops away for warranty work. (It is also worth noting that ToughBooks are not a standard laptop and have ruggedized features needed to meet the service demand, which is reflected in the higher per-unit cost.)

COUNCIL ACTION REQUESTED

Motion to authorize the Information Systems Department to purchase two additional ambulance-based laptops from the total 2016 Information Systems Capital Outlay appropriations.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">02/16/16</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN AND NATURAL RESOURCE PROTECTION PLAN FOR A 5 TO 8 BEDROOM STATE LICENSED COMMUNITY BASED RESIDENTIAL FACILITY DEVELOPMENT LOCATED AT 9132 SOUTH 92ND STREET (MATT TALBOT RECOVERY SERVICES, INC., APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.4.</i></p>

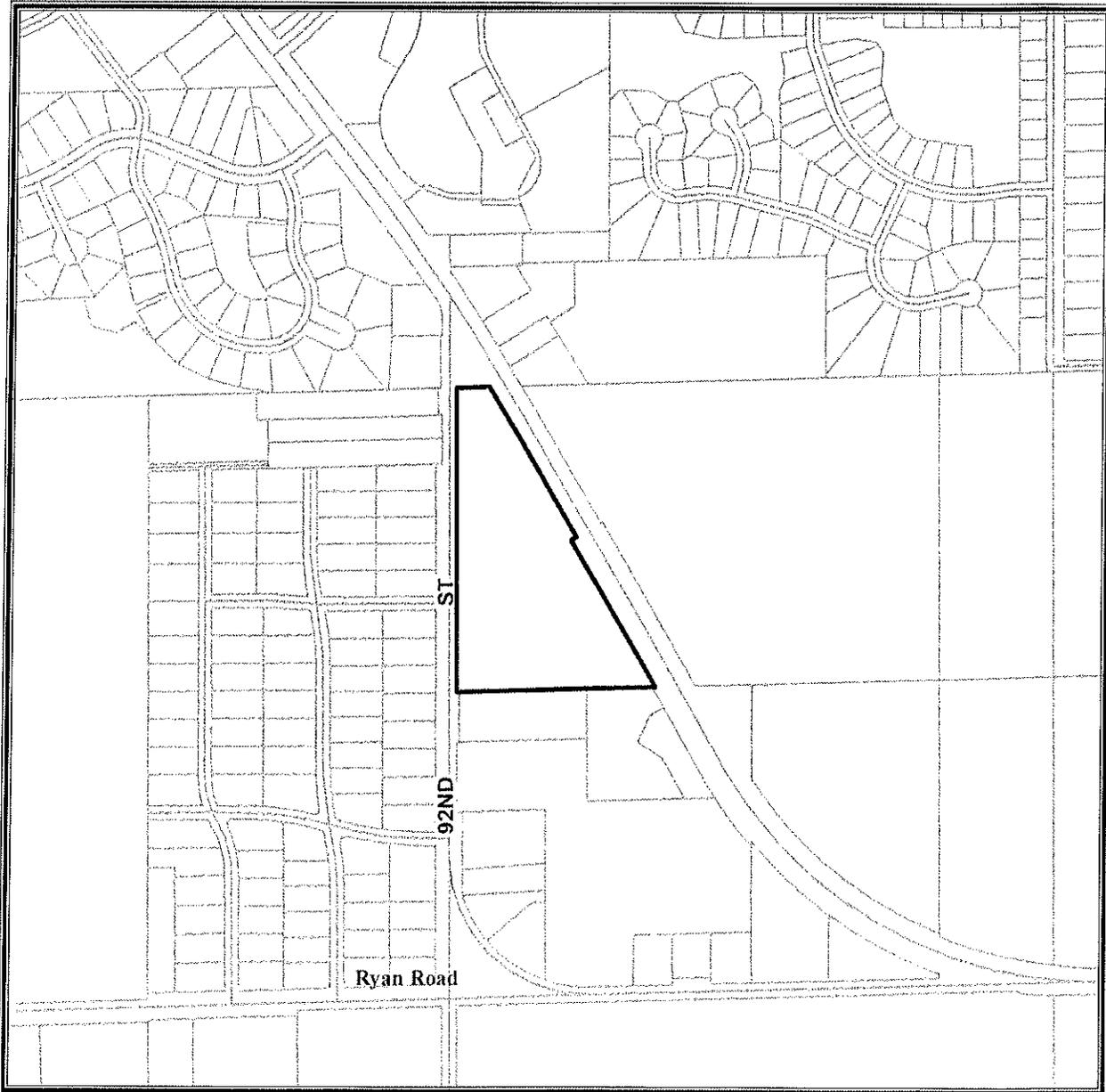
City Development staff recommends approval of a resolution authorizing certain officials to accept a Conservation Easement for and as part of the review and approval of a Site Plan and Natural Resource Protection Plan for a 5 to 8 bedroom State licensed Community Based Residential Facility development located at 9132 South 92nd Street (Matt Talbot Recovery Services, Inc., Applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

COUNCIL ACTION REQUESTED

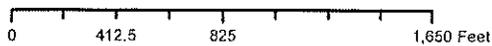
A motion to adopt Resolution No. 2016-_____, authorizing certain officials to accept a Conservation Easement for and as part of the review and approval of a Site Plan and Natural Resource Protection Plan for a 5 to 8 bedroom State licensed Community Based Residential Facility development located at 9132 South 92nd Street (Matt Talbot Recovery Services, Inc., Applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.



9132 South 92nd Street



Planning Department
(414) 425-4024



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



2013 Aerial Photo

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
ACCEPT A CONSERVATION EASEMENT FOR AND AS PART
OF THE REVIEW AND APPROVAL OF A SITE PLAN AND NATURAL RESOURCE
PROTECTION PLAN FOR A 5 TO 8 BEDROOM STATE LICENSED COMMUNITY
BASED RESIDENTIAL FACILITY DEVELOPMENT LOCATED AT 9132 SOUTH
92ND STREET (MATT TALBOT RECOVERY SERVICES, INC., APPLICANT)

WHEREAS, the Plan Commission having approved a Site Plan and Natural Resource Protection Plan upon the application of Matt Talbot Recovery Services, Inc. on May 14, 2015, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the woodlands, wetland buffers and wetlands on the site; and

WHEREAS, §15-7.0102G, §15-7.0103Q and §15-7.0201 of the Unified Development Ordinance requires the submission of a Natural Resource Protection Plan in the Site Plan review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Site Plan; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Matt Talbot Recovery Services, Inc., in the form and content as annexed hereto, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Conservation Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO ACCEPT A CONSERVATION EASEMENT
MATT TALBOT RECOVERY SERVICES, INC.
RESOLUTION NO. 2016-_____

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APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Franklin
COPY
DEC 21 2015

CONSERVATION EASEMENT City Development

This Conservation easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Matt Talbot Recovery Services, Inc., a Wisconsin corporation, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located in that part of the North One-half (1/2) of the Southwest One-quarter (1/4) of Section Twenty-one (21) in Township Five (5) North, Range Twenty-one (21) East, lying West of Highway 100 in the City of Franklin, County of Milwaukee, State of Wisconsin as more fully set forth in Exhibit A attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property, which area is set forth on the attached Exhibit B, including, without limitation, steep slopes, mature woodlands, young woodlands, lakes, ponds, streams, floodplains, floodways, floodlands, shore buffers, wetland buffers, wetlands and shoreland wetlands, as set forth in Excel Engineering, Inc.'s Natural Resource Investigation, dated February 5, 2015, as revised March 6, 2015, which is located in the office of the Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

WHEREAS, Grantee is a "holder", as contemplated by §700.41(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62.23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas and

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

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

WHEREAS, Pyramax Bank, mortgagee of the Protected Property ("Mortgagee"), consents to the grant of this Easement by Grantor to Grantee and Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent".

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

Grantee's rights hereunder shall consist solely of the following:

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

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

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

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

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

To Grantor:
Matt Talbot Recovery Services, Inc.
Attn: Karl Rajani
4650 S. Howell Avenue
Milwaukee, Wisconsin 53207

To Grantee:
City of Franklin
Office of the City Clerk
9229 W. Loomis Road
Franklin, Wisconsin 53132

In witness whereof, the grantor has set its hand and seals this on this date of November, 2015.

Matt Talbot Recovery Services, Inc.

By: [Signature]
Karl Rajani, President

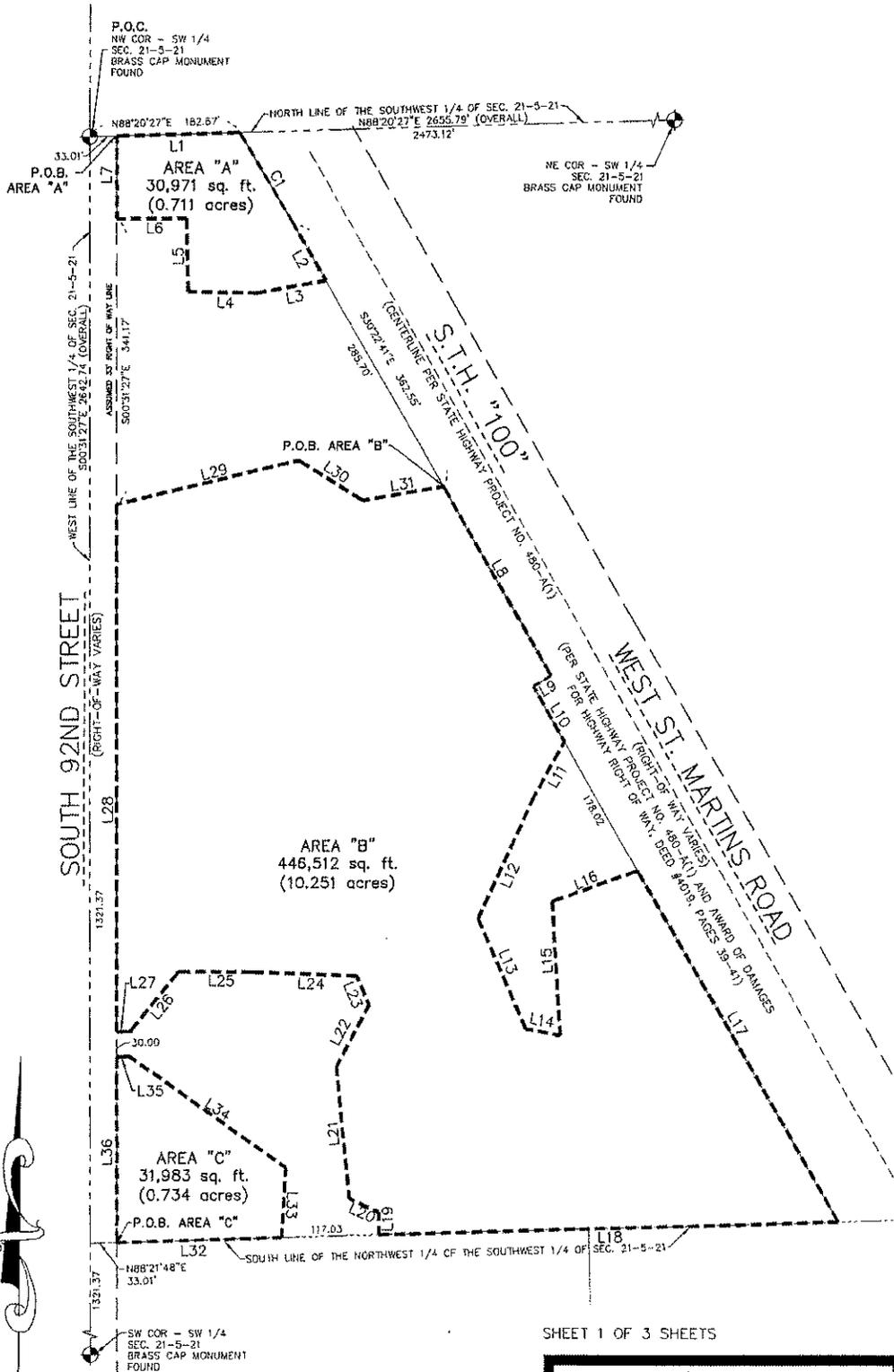
STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the 10th day of December, 2015 Karl Rajani, President of Matt Talbot Recovery Services, Inc. To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation.

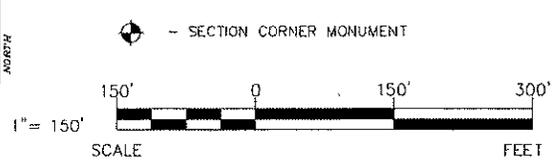


My commission expires 11/3/2018

EXHIBIT A CONSERVATION EASEMENT



SHEET 1 OF 3 SHEETS





Always a Better Plan
 100 CAMELOT DRIVE
 FOND DU LAC, WI 54935
 PHONE: (920) 926-9800
 FAX: (920) 926-9801

EXHIBIT A

CONSERVATION EASEMENT

AREA "A"

LINE	BEARING	LENGTH	CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
L1	N88°20'27"E	149.66'	C1	128.39'	8534.42'	S30°48'32"E	128.39'
L2	S30°22'41"E	76.85'					
L3	S79°28'13"W	83.53'					
L4	N88°59'39"W	84.15'					
L5	N01°42'51"W	87.87'					
L6	S89°28'33"W	84.43'					
L7	N00°31'27"W	98.97'					

AREA "B"

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L8	S30°22'41"E	262.10'	L20	N65°26'16"W	38.71'
L9	S59°37'19"W	25.00'	L21	N06°09'31"W	158.01'
L10	S30°22'41"E	76.75'	L22	N27°42'42"E	83.49'
L11	S29°27'09"W	76.15'	L23	N23°30'47"W	37.57'
L12	S24°18'05"W	159.51'	L24	N87°52'26"W	125.23'
L13	S23°55'01"E	143.59'	L25	N89°32'17"W	89.98'
L14	S79°51'36"E	43.31'	L26	S39°12'53"W	91.98'
L15	N04°03'18"W	159.83'	L27	S89°28'33"W	16.43'
L16	N70°16'24"E	110.24'	L28	N00°31'27"W	629.77'
L17	S30°22'41"E	485.45'	L29	N76°30'14"E	225.84'
L18	S88°21'48"W	556.56'	L30	S58°27'08"E	91.82'
L19	N00°07'19"W	26.93'	L31	N80°11'30"E	98.26'

AREA "C"

LINE	BEARING	LENGTH
L32	N88°21'48"E	198.89'
L33	N02°51'01"E	83.88'
L34	N54°58'31"W	230.27'
L35	S89°28'33"W	16.43'
L36	S00°31'27"E	221.48'

SHEET 2 OF 3 SHEETS



Excel
ENGINEERING
SURVEYING GROUP

Always a Better Plan
 100 CAMELOT DRIVE
 FOND DU LAC, WI 54935
 PHONE: (920) 926-9800
 FAX: (920) 926-9801

EXHIBIT A

CONSERVATION EASEMENT

AREA "A" LEGAL DESCRIPTION

That part of the Northwest One-quarter (1/4) of the Southwest One-quarter (1/4), of Section Twenty-one (21) in Township Five (5) North, Range Twenty-one (21) East, City of Franklin, County of Milwaukee, State of Wisconsin, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest One-quarter (1/4), said Section 21; thence North 88° 20' 27" East along the North line of said Southwest One-quarter (1/4), a distance of 33.01 feet to the point of beginning; thence continuing North 88° 20' 27" East along said North line, a distance of 149.66 feet to the Westerly right-of-way line of West St. Martins Road per State Highway Project No. 480-A(1) Right of Way Plans; thence Southeasterly a distance of 128.39 feet along said right-of-way line on a curve to the right having a radius of 8534.42 feet, the chord of said curve bears South 30° 48' 32" East, a chord distance of 128.39 feet; thence South 30° 22' 41" East along said right-of-way line, a distance of 76.85 feet; thence South 79° 28' 13" West, a distance of 83.53 feet; thence North 88° 59' 39" West, a distance of 84.15 feet; thence North 01° 42' 51" West, a distance of 87.87 feet; thence South 89° 28' 33" West, a distance of 84.43 feet to the Easterly right-of-way line of South 92nd Street; thence North 00° 31' 27" West along said right-of-way line, a distance of 98.97 feet to the point of beginning.

AREA "B" LEGAL DESCRIPTION

That part of the Northwest One-quarter (1/4) of the Southwest One-quarter (1/4), of Section Twenty-one (21) in Township Five (5) North, Range Twenty-one (21) East, City of Franklin, County of Milwaukee, State of Wisconsin, being more particularly described as follows:

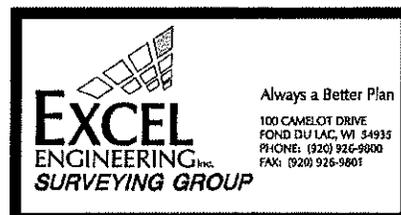
Commencing at the Northwest corner of the Southwest One-quarter (1/4), said Section 21; thence North 88° 20' 27" East along the North line of said Southwest One-quarter (1/4), a distance of 182.67 feet to the Westerly right-of-way line of West St. Martins Road per State Highway Project No. 480-A(1) Right of Way Plans; thence Southeasterly a distance of 128.39 feet along said right-of-way line on a curve to the right having a radius of 8534.42 feet, the chord of said curve bears South 30° 48' 32" East, a chord distance of 128.39 feet; thence South 30° 22' 41" East along said right-of-way line, a distance of 362.55 feet to the point of beginning; thence continuing South 30° 22' 41" East along said right-of-way line, a distance of 262.10 feet; thence South 59° 37' 19" West along said right-of-way line, a distance of 25.00 feet; thence South 30° 22' 41" East along said right-of-way line, a distance of 76.75 feet; thence South 29° 27' 09" West, a distance of 76.15 feet; thence South 24° 18' 05" West, a distance of 159.51 feet; thence South 23° 55' 01" East, a distance of 143.59 feet; thence South 79° 51' 36" East, a distance of 43.31 feet; thence North 04° 03' 18" West, a distance of 159.83 feet; thence North 70° 16' 24" East, a distance of 110.24 feet to said Westerly right-of-way line; thence South 30° 22' 41" East along said right-of-way line, a distance of 485.45 feet to the South line of the Northwest One-quarter (1/4) of said Southwest One-quarter (1/4); thence South 88° 21' 48" West along said South line, a distance of 556.56 feet; thence North 00° 07' 19" West, a distance of 26.93 feet; thence North 65° 26' 16" West, a distance of 38.71 feet; thence North 06° 09' 31" West, a distance of 158.01 feet; thence North 27° 42' 42" East, a distance of 83.49 feet; thence North 23° 30' 47" West, a distance of 37.57 feet; thence North 87° 52' 26" West, a distance of 125.23 feet; thence North 89° 32' 17" West, a distance of 89.98 feet; thence South 39° 12' 53" West, a distance of 91.98 feet; thence South 89° 28' 33" West, a distance of 16.43 feet to the Easterly right-of-way line of South 92nd Street; thence North 00° 31' 27" West along said right-of-way line, a distance of 629.77 feet; thence North 76° 30' 14" East, a distance of 225.84 feet; thence South 58° 27' 08" East, a distance of 91.82 feet; thence North 80° 11' 30" East, a distance of 98.26 feet to the point of beginning.

AREA "C" LEGAL DESCRIPTION

That part of the Northwest One-quarter (1/4) of the Southwest One-quarter (1/4), of Section Twenty-one (21) in Township Five (5) North, Range Twenty-one (21) East, City of Franklin, County of Milwaukee, State of Wisconsin, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest One-quarter (1/4), said Section 21; thence South 00° 31' 27" East along the West line of said Southwest One-quarter (1/4), a distance of 1321.37 feet to the South line of the Northwest One-quarter (1/4) of said Southwest One-quarter (1/4); thence North 88° 21' 48" East along said South line, a distance of 33.01 feet to the point of beginning; thence continuing North 88° 21' 48" East along said South line, a distance of 198.89 feet; thence North 02° 51' 01" East, a distance of 83.88 feet; thence North 54° 58' 31" West, a distance of 230.27 feet; thence South 89° 28' 33" West, a distance of 16.43 feet to the Easterly right-of-way line of South 92nd Street; thence South 00° 31' 27" East along said right-of-way line, a distance of 221.48 feet to the point of beginning.

SHEET 3 OF 3 SHEETS



<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>02/16/2016</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Update on Prior Authorization Regarding Franklin Woods Park Contract with Willkomm Excavating & Grading, Inc.</p>	<p>ITEM NUMBER</p> <p>G.5.</p>

At the meeting of January 19, 2016 the Common Council approved the following motion:

“Alderman Schmidt moved to authorize the Mayor, City Clerk, and the Director of Finance and Treasurer to execute an amendment to the Franklin Woods Park contract with Willkomm Excavating & Grading, Inc. subject to review by the City Attorney, to provide for an advance payment in exchange for a discount to the project cost, and to authorize staff to release payment required by the agreement. Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.”

The Council Action sheet indicated that this was an action “that the City could take to help ensure that Park Impact fees were expended in a timely manner.” Final details have been negotiated with a representative of Willkomm such that an amendment can be executed and an advance payment made consistent with the above referenced prior authorization.

Willkomm has agreed to a 1% reduction to the contract for any amount that is paid in advance, with the understanding that \$100,000 of the remaining balance of the existing contract (\$129,780) would be paid in advance. The Finance Director indicates that the savings offered would exceed the interest earnings that might accrue from retaining the payment until construction is completed. More importantly, the contract amendment enables the City to retain \$33,589 in Park Impact Fee dollars for use on the designated park purposes. As discussed at that meeting, this final action will exceed the expenditures necessary to reach the deadlines as discussed.

Although staff believes the agreement reached with Willkomm is consistent with the motion previously unanimously approved (as stated above), this item is brought back to the Aldermen and public’s attention because the Council Action Sheet at the time did reference that the potential savings could be as much as 5%. As such, to guarantee that the final action is not inconsistent with the Common Council’s understanding or intent, this item was placed on the agenda primarily for informational purposes.

As noted above, the Council Action Sheet specifically identified the intent of the contract amendment for advanced payment was “to help ensure that Park Impact fees were expended in a timely manner.” In that regard, the amount of the savings was not the consequential action, retaining the impact fees was. At the same time, within the scope of the project itself, it noted that “such an action does not change the scope of the project; it merely changes the cash flow of the project and, in so doing, reduces the total cost to the City.” Both conditions remain accurate statements with the negotiated amounts discussed above.

If the Common Council agrees with staff that the general terms for an advance payment on the Franklin Woods Park contract with Willkomm Excavating & Grading, Inc., as discussed above, is consistent with the prior authorization, a **“Motion to receive and file” this report is the only action necessary.** If not, such other action as the Council determines appropriate could be considered.

COUNCIL ACTION REQUESTED

Motion to receive and file.

<p style="text-align: center;">APPROVAL <i>Stw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 3/16/16</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AUTHORIZATION TO ENGAGE EHLERS & ASSOCIATES, INC. FOR TAX INCREMENTAL DISTRICT SERVICES RELATED TO BALLPARK COMMONS, A PROPOSED MIXED-USE DEVELOPMENT (TO BE LOCATED AT AND IN THE VICINITY OF THE ROCK SPORTS COMPLEX AND SOUTHWEST OF THE INTERSECTION OF W. RAWSON AVENUE AND OLD LOOMIS ROAD) (ZIMMERMAN VENTURES, LLC, Developer)</p>	<p style="text-align: center;">ITEM NUMBER <i>G.6.</i></p>

Approval of the resolution would authorize the City to execute an agreement with Ehlers & Associates, Inc. (Ehlers) for tax incremental district (TID) evaluation for the Ballpark Commons development proposal. This action follows the Common Council's approval on February 2, 2016 of a memorandum of understanding (MOU) with Zimmerman Ventures, LLC, the developer proposing the Ballpark Commons project. The MOU states the City's responsibility to "hire an independent financial consultant (Ehlers, Inc.)" for evaluation of a TID.

The proposal from Ehlers outlines multiple phases. At this time, approval is sought only for the first phase, a feasibility analysis. Additional phases will be considered following review of the feasibility analysis report and with guidance from the Common Council.

The base price for the feasibility analysis phase is \$5,700 and includes up to five (5) financial scenarios. Additional scenarios will be provided for \$750 per scenario. Staff recommends granting financial authority for contracting up to five (5) additional financial scenarios for sensitivity modeling as determined necessary. The cost for ten (10) scenarios would be \$9,450.

Funds are available for the contract in the Economic Development budget line item for "other professional services." If the TID is eventually created this expenditure would be reimbursable by the TID.

The TID feasibility analysis provided by Ehlers, will be based on provided development plans. Ehlers will not evaluate the reasonableness of the market for the proposed development. Zimmerman Ventures has contracted Moegenburg Research to evaluate the market feasibility of the project and, per the MOU, has agreed to share that information with City staff and the City's financial consultant. Staff has asked Ehlers to recommend firms that could independently evaluate the market feasibility provided by the development team. At this time, two firms were recommended:

- Moegenburg Research, Inc., 155 S. Executive Drive, Suite 212, Brookfield, WI 53005
- Cushman-Wakefield, 9500 w. Bryn Mawr Avenue, Suite 600, Rosemont, IL 60018

Because Moegenburg Research is already engaged by the development team, staff has sought an additional recommendation from Ehlers and will gather proposals for consideration at the March 1, 2016 Common Council Meeting.

COUNCIL ACTION REQUESTED

A motion to authorizing certain officials to execute an agreement with Ehlers & Associates, Inc. for tax incremental district services up to \$9,450.

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of _____, 20__, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ehlers & Associates, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 375 Bishops Way, Suite 225, Brookfield, Wisconsin.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Tax Incremental District services.

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for consultation with respect to providing non-exclusive financial advisory services, as described in CONTRACTOR's proposal to CLIENT dated February 9, 2016, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

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

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates with a not-to-exceed budget of \$9,450, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$9,450. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

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

V. TERMINATION

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

VI. INSURANCE

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

- | | |
|--|--------------|
| A. Limit of General/Commercial Liability | \$3,000,000 |
| B. Automobile Liability: Bodily Injury/Property Damage | \$1,000,000 |
| C. Excess Liability for General Commercial or Automobile Liability | \$10,000,000 |

D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of financial advisors, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of financial advisors, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of financial advisors, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

VIII. TIME FOR COMPLETION

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

IX. DISPUTES

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

X. RECORDS RETENTION

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

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

CITY OF FRANKLIN, WISCONSIN

EHLERS & ASSOCIATES, INC.

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____



February 9, 2016

Paul Rotzenberg
Director of Finance & Treasurer
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

RE: Proposed Project: Tax Incremental District Creation

Dear Paul:

In accordance with your request, we are herewith transmitting our Agreement to provide Tax Incremental Financing Services. Please have one copy signed and returned to our office.

Ehlers has been involved in the evaluation, creation and amendment of more tax increment districts than any other firm in the state, which makes Ehlers the right choice to guide the City through this process. Throughout the evaluation and creation process, it is important to have a partner that is not driven by potential future fees guiding you through the process. This means that the advice given is free of any conflicts and is based on a fiduciary duty to you, the client.

Please note that our contract is divided into phases. A breakdown of the services to be provided by phase has been outlined in this agreement. The City would have the right to terminate the project at the conclusion of each phase. At this time, Ehlers is prepared to begin the Feasibility Analysis for the proposed Baseball Commons. It is our understanding that this proposal may differ from the prior projections for this site. If we are able to use any of the work analysis previously performed, we will provide the City with a prorated credit to our final fee for service. Should the City decide to move forward with this project, following the completion of the analysis, Ehlers is prepared to begin all other phases outlined.

Ehlers & Associates has been providing tax increment assistance to Wisconsin municipalities since the tool was developed in the 1970's. We assist more Wisconsin municipalities with the creation and amendment of TIDs annually than any other firm in the state. Our firm has provided services for over 400 districts, which is nearly one third of all creations and amendments in Wisconsin. Our experience makes Ehlers the right choice to guide the City through this process. We look forward to the opportunity to work with the City on this important project. If you have any questions regarding the agreement feel free to contact me at any time.

Sincerely,

EHLERS & ASSOCIATES, INC.

Dawn R. Gunderson, CPFO, CIPMA
Senior Municipal Advisor – Vice President

Michael C. Harrigan, CIPMA
Senior Municipal Advisor – Board Chair

cc: Paula Czaplewski, TIF Coordinator, Ehlers





Agreement to Provide Tax Incremental Financing Services

Date of Agreement: February 4, 2016
Client: City of Franklin, WI
Proposed Project: Tax Incremental District Creation (the "Project")

This Agreement is between the City of Franklin (the "Client") and Ehlers & Associates, Inc. ("Ehlers"). Ehlers agrees to provide the following scope of services for the above Project:

Scope of Services

Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether or not the Project is a statutorily and economically feasible option to achieve the Client's objectives. This phase begins upon your authorization of this engagement, and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers will:

- Consult with appropriate Client officials to identify the Client's objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the "but for" test.
- Identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
 - Equalized Value test.
 - Purpose test (industrial, mixed use, blighted area, or in need of rehabilitation or conservation).
 - Vacant land test.
 - Newly platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
 - Identification of the type or types of districts that may be created.
 - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
 - A summary of the development assumptions used with respect to timing of construction and projected values.
 - Projections of tax increment revenue collections to include annual and cumulative present value calculations.



- If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues.
 - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
 - A draft time table for the Project.
 - Identification of how the creation date may affect the district's valuation date, the base value, the number of revenue collection periods, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.
 - When warranted, evaluate and compare options with respect to boundaries, type of district, project costs and development levels.
 - Ehlers will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible, and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission or governing body.

Phase II – Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission¹, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed, and ends after the Joint Review Board takes action on the Project. As part of Phase II services, Ehlers will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.
- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.
- Coordinate with Client staff to confirm dates and times for the meetings indicated below and on the following. Ehlers will ensure that selected dates meet all statutory timing requirements, and will provide documentation and notices as indicated.

¹ If Client has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district.

Meeting	Ehlers Responsibility	Client Responsibility
Initial Joint Review Board	<p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p> <p>Designate Client Joint Review Board representative.</p> <p>Identify and recommend Public Joint Review Board representative for appointment.</p>
Plan Commission Public Hearing	<p>Prepare Notice of Public Hearing and transmit to Client's designated paper.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p>
Plan Commission Public Hearing	<p>For districts created on the basis of blight elimination, or on the basis of properties in need of conservation or rehabilitation, provide a format for the required individual property owner notification letters.</p> <p>Attend hearing to present draft Project Plan.</p>	<p>Prepare and mail individual property owner notices (only for districts created on the basis of blight elimination, or on the basis of properties in need of conservation or rehabilitation).</p> <p>Prepare meeting minutes.</p>
Plan Commission	<p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for Plan Commission consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Distribute Project Plan & resolution to Plan Commission members in advance of meeting.</p> <p>Prepare meeting minutes.</p>
Governing Body Action	<p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for governing body consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Provide Project Plan & resolution to governing body members in advance of meeting.</p> <p>Prepare meeting minutes.</p>
Joint Review Board Action	<p>Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions.</p> <p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present final Project Plan.</p> <p>Provide approval resolution for Joint Review Board consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p>

- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client's staff, Plan Commission, governing body and Joint Review Board members.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

Phase III – State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board, and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers will:

- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

Compensation

In return for the services set forth in the "Scope of Services," Client agrees to compensate Ehlers as follows:

Phase I	\$ 5,700
Phase II	\$ 7,300
Phase III	\$ 1,500
Total	\$ 14,500

- Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of \$750/scenario.

Payment for Services

For all compensation due to Ehlers, Ehlers will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Client Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client’s engineers, planners, surveyors, appraisers, assessors, attorneys, auditors and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements (normally provided by municipal attorney).
- Preparation of District metes & bounds description (needed in Phase III)
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

Current Wisconsin Department of Revenue Fee Schedules	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition	\$1,000
Amendment Packet	No Charge
Distressed or Severely Distressed Designation	\$500
Annual Administrative Fee	\$150

Additional services available upon request by City

Project Pro forma analysis

Ehlers will undertake an independent review of the developer’s proposed project sources, uses and cash flows to assess financial feasibility and to identify the “gap”, if any, between expected performance and the performance required to achieve a reasonable rate of return. The results of this analysis will give the Client substantial information to help determine if and how to move forward with future negotiations with the developer. To accomplish this, Ehlers will complete the following tasks:

- Review the developer’s submittal and financial data, including but not limited to sources and uses of funds, construction and financing costs, annual revenues and expenses, and Client revenues from the proposed project that may support financing the developer’s gap, if any.
- Prepare project *pro formas* with and without Client financial assistance. Ehlers will review the developer’s numbers and methodology as compared to Ehlers’ model and assumptions utilizing industry and market standards. Ehlers will prepare other alternate scenarios to provide the Client a reasonable understanding of the developer’s anticipated returns and risks to the Client.
- Estimate Client revenues (tax increment revenues or other revenues as may be specific to the project) from the proposed project that may support financing the developer’s “gap,” if any, and compare to the

developer's numbers. Ehlers will examine whether these revenues are appropriate to fill the "gap," if any. Ehlers will review and provide feedback on whether any of the developer's project costs are eligible expenses under state statutes.

- Prepare a summary report to the Client. The report will summarize our findings and make recommendations as appropriate to the Client. Ehlers is available to appear at meetings of the Client's staff, council or committees as appropriate.
- Participate in Developer Negotiations, as requested by the Client. Ehlers will participate with the Client negotiating team in developer negotiations to create or review term sheets, development or redevelopment agreements, and financing options. The final agreement is subject to attorney approval. Based on the financial analyses outlined above, Ehlers will make recommendations to the Client on the amount, type, and timing of incentives or assistance to the Developers and the use of "Look Back" provisions in development agreements, so that if the project is more successful than anticipated, the developer returns funds to the municipality.
- Implementation of Look Back Provision. Should a "Look Back" provision be utilized in the development or redevelopment agreement, Ehlers will review the developer's actual numbers in accordance with the timing and terms outlined in the agreement. Ehlers will inform the Client of the results and make a summary report available for Client and developer review, as authorized by the Client.
- Identify options for financing any needed Client portion of the project, as necessary.

In return for the services set forth in above, Client agrees to compensate Ehlers on an hourly per the table below.

	Project Pro forma Analysis
Principal / Senior Financial Advisor	\$250 per hour
Financial Advisor	\$220 per hour

Based on our past experience with similar engagements, the cost to complete the analysis for a specific development project generally ranges from \$2,500 to \$7,500 depending on the complexity, the availability of information from the developer/applicant, and the number of iterations required to complete the model and test alternatives where applicable. Attendance at meetings and any subsequent involvement in negotiations with the developer would also be billed on an hourly basis.

Execution and Authority

By executing this Agreement, the person signing on behalf of Client represents that he/she has the authority to execute agreements of this type on behalf of Client and that this Agreement constitutes a binding obligation of Client enforceable in accordance with its terms/

The above Contract is hereby accepted

by the City of Franklin, Wisconsin,

by its authorized officer this _____ day of _____, 20__.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">02/16/16</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RECOMMENDATION TO THE COMMON COUNCIL TO AMEND §183-48 A. OF THE MUNICIPAL CODE "REGULATIONS GOVERNING PARKS," TO CHANGE PARK HOURS BY REPLACING THE WORDS "BETWEEN THE HOURS OF 9:00 A.M. AND 9:00 P.M." WITH "FROM DAWN TO DUSK."</p>	<p style="text-align: center;"><i>G. 7.</i></p>

At the February 8, 2016, meeting of the Park Commission, the following action was approved: move to recommend to the Common Council to amend §183-48 A. of the Municipal Code "Regulations Governing Parks," to change park hours by replacing the words, "between the hours of 9:00 a.m. and 9:00 p.m." with "from dawn to dusk."

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance No. 2016-_____, an ordinance to amend §183-48 A. of the Municipal Code "Regulations Governing Parks", pursuant to the recommendation of the Parks Commission to change park hours by replacing the words, "between the hours of 9:00 a.m. and 9:00 p.m." with "from dawn to dusk."

Or,

Action on the above item as the Common Council deems appropriate

ORDINANCE NO. 2016-_____

AN ORDINANCE TO AMEND §183-48 OF THE MUNICIPAL CODE, "REGULATIONS GOVERNING PARKS", PURSUANT TO THE RECOMMENDATION OF THE PARK COMMISSION

WHEREAS, the Park Commission has recommended to the Common Council to amend §183-48 A. of the Municipal Code to change park hours by replacing the words, "between the hours of 9:00 a.m. and 9:00 p.m." with "from dawn to dusk."

WHEREAS, the Common Council having found and determined that such amendment as recommended was reasonable, necessary and in the public interest.

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

SECTION 1: §183-48A. of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows:
"All City parks are open daily from dawn to dusk and shall be closed at all other times unless other hours are authorized under a park permit."

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016, by Alderman _____.

ORDINANCE NO. 2016-____

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Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Chapter 183. Orderly Conduct

Article XIV. Parks and Recreation

[Adopted 8-5-1997 by Ord. No. 97-1461 as Secs. 10.41 and 10.51 of the 1997 Code]

§ 183-47. Adoption of standards.

Chapter 47, Code of Ordinances for Milwaukee County, and as amended from time to time, is hereby adopted by reference and made a part of this article as if fully set forth herein.

§ 183-48. Regulations governing parks.

- A. All City parks are open to the public daily between the hours of 9:00 a.m. and 9:00 p.m. and shall be closed at all other times unless other hours are authorized under a park permit.
- B. No sales of anything for profit or nonprofit shall be permitted in City parks unless authorized by special permit from the Park Department.
- C. Rules and regulations governing the use and activities in the City parks, as adopted by the City Park Commission and amended from time to time, on file in the office of the City Clerk, are adopted herein by reference and made a part of this article as though fully set forth herein.