

CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, JANUARY 22, 2013, 6:30 P.M.

- A. Call to Order and Roll Call
- B. Citizen Comment Period
- C. Approval of Minutes
 - 1. Approval of regular meeting of January 8, 2013.
- D. Hearings
- E. Organizational Business
- F. Letters and Petitions
- G. Reports and Recommendations
 - 1. Change Order No. 3 for the Ryan Creek Interceptor Contract No. 01 with Super Excavators, Inc. with the construction causing damage to the City's existing water main located at S. 68th Street and W. Ryan Road.
 - 2. Resolution approving an Emergency Medical Services Agreement for Paramedic Services between Milwaukee County Department of Health and Human Services and the City of Franklin for 2013, 2014, 2015, and 2016.
 - 3. Resolution relating to Code Enforcement Policy and Procedures.
 - 4. Resolution determining the necessity of the public acquisition of the property for the right-of-way plat for the extension of W. Marquette Avenue from S. 49th Street to a point 470.00 feet east of S. 49th Street and for the extension of W. Evergreen Street from a point 800 feet east of S. 51st Street to a point 1340 feet east of S. 51st Street.
 - 5. Authorization for Single Source, Inc. to proceed with appraisals and acquisition for three areas needed for the extension of W. Marquette Avenue from S. 49th Street to the west property line of the Pleasant View Elementary School and the extension of W. Evergreen Street from end of street east of S. 51st Street to the west line of Pleasant View Elementary School.
 - 6. Property owner requests for Emerald Ash Borer infested ash wood.
 - 7. Franklin Senior Citizens Travel Program update for 2012 year end.
 - 8. Authorization for the Planning Manager to enter into a 4-year lease agreement with Sharp Electronics Corporation for the Planning Department's copier.
- H. Licenses and Permits
 - 1. Miscellaneous Licenses.

Franklin Common Council

1/22/13

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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 the Complete Streets and Connectivity Committee, may attend this meeting to gather information about an agenda item over which the Complete Streets and Connectivity Committee has decision-making responsibility. This may constitute a meeting of the Complete Streets and Connectivity Committee, per State ex rel. Badke v. Greendale Village Board, even though the Complete Streets and Connectivity Committee, will not take formal action at this meeting.

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

REMINDERS:

February 4	Committee of the Whole	6:30 p.m.
February 5	Common Council	6:30 p.m.
February 7	Plan Commission	7:00 p.m.
February 19	Primary Election	7:00 a.m.-8:00 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JANUARY 8, 2013
MINUTES

- | | | |
|--|--------|--|
| ROLL CALL | A. | The regular meeting of the Common Council was held on January 8, 2013 and called to order at 6:30 p.m. by Mayor Tom Taylor in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Aldermen Steve Olson, Tim Solomon, Kristen Wilhelm, Steve Taylor, Doug Schmidt, and Ken Skowronski. Also present were City Engineer John M. Bennett, Director of Administration Mark Luberda, City Attorney Jesse Wesolowski and City Clerk Wesolowski. |
| CITIZEN COMMENT | B.1. | Citizen comment period was opened at 6:30 p.m. and closed at 6:34 p.m. |
| EMS SYSTEM DIR. OF MEDICAL SERVICES | B.2.a. | Mayor Taylor noted the announcement from Milwaukee County EMS System concerning Ronald Pirallo stepping down as Director of Medical Services effective 1/01/2013. |
| APPROVAL OF MINUTES- 12/18/12 | C.1. | Alderman Taylor moved to approve the minutes of the regular meeting of December 18, 2012. Seconded by Alderman Schmidt. All voted Aye; motion carried. |
| MAN-MADE POND AT 8666 S. 116TH ST. | F.1. | Alderman Skowronski vacated his seat at this time. An email from Robert Montgomery regarding man-made pond at 8666 S. 116th Street was discussed. Alderman Skowronski returned to his seat. |
| CRITICAL INCIDENT STATE OF PREPAREDNESS | G.1. | Police Chief Rick Oliva briefed the Common Council regarding the Police Department's current state of preparedness in addressing critical incidents occurring in the community and at our City's schools. |
| RES 2013-6857 MILWAUKEE COUNTY CORRECTIONAL FACILITY-SOUTH | G.2. | Alderman Olson moved to adopt Resolution No. 2013-6857, A RESOLUTION EXPRESSING THE SUBSTANTIAL CONCERNS OF THE CITY OF FRANKLIN TO THE DECISION BY MILWAUKEE COUNTY CORRECTIONAL FACILITY-SOUTH FROM THE OFFICE OF THE SHERIFF OF MILWAUKEE COUNTY TO MILWAUKEE COUNTY as amended. Seconded by Alderman Schmidt. All voted Aye; motion carried. |
| CHAMBER OF COMMERCE ANNUAL AWARDS DINNER | G.3. | Alderman Skowronski moved to authorize use of \$400 of Contingency appropriations for City representative participation at the South Suburban Chamber of Commerce Annual Awards Dinner. Seconded by Alderman Taylor. All voted Aye; motion carried. |

VOUCHERS AND
PAYROLL-
CONTINUED

Alderman Schmidt moved to approve net payroll dated December 28, 2012 in the amount of \$373,174.92. Seconded by Alderman Skowronski. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J.

Alderman Taylor moved to adjourn the meeting at 8:00 p.m. Seconded by Alderman Olson. All voted Aye; motion carried.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i>		1/22/13
Reports & Recommendations	SUBJECT: Change Order No. 3 for the Ryan Creek Interceptor Contract No. 01 with Super Excavators, Inc. with the construction causing damage to the City's existing water main located at S. 68 th Street and W. Ryan Road	ITEM NO. <i>E.L.</i>

BACKGROUND

Pursuant to the construction of the Ryan Creek Interceptor (RCI) in the vicinity of S. 68th Street and W. Ryan Road, damage occurred to the City's 16 inch diameter water main located in close proximity to the RCI. The original plan was to have the RCI on Milwaukee County property which would have allowed a much greater distance from RCI to the water main, but due to the difficulty in obtaining an easement from Milwaukee County, the RCI had to be placed in the existing right-of-way of W. Ryan Road. During construction in this area, the soil conditions were poor and with the expanding sewer trench widths, the water main was damaged and filled sewer trench with water. Utility staff attempted to reduce pressures in the water main, but that effort was not successful.

ANALYSIS

The Change Order No. 3 covers the labor, materials and equipment the Contractor expended in re-excavating and dewatering the sanitary sewer trench, relaying joints in the sanitary sewer pipe that was displaced, cleaning out debris from inside of the previously installed pipe, repairing pipe joint welds that were damaged and relayed the water main. This change order increases the contract from \$5,652,871.00 to \$5,676,362.63 or an increase of \$23,491.63 (a 0.4 percent increase) in the contract.

OPTIONS

Approve

or

Table

FISCAL NOTE

Change Order No. 3 will increase the contract cost by \$23,491.63. The total RCI project is still under budget.

RECOMMENDATION

Motion to authorize the City Engineer to sign Change Order No. 3 with Super Excavators, Inc. for Contract No. 01 for the Ryan Creek Interceptor to cover the cost of the repair and damage to the interceptor sewer and repair the damaged water main.

JMB/sg

Encl.

CHANGE ORDER

No. Three (3)

Date of Issuance: January 9, 2013

Effective Date: January 9, 2013

Project: Ryan Creek Sanitary Sewer Interceptor 60th Street to 76th Street, City of Franklin

Contract: C02006-C01

Owner: City of Franklin

Effective Date of Agreement: November 14, 2011

Contractor: Super Excavators, Inc.

Engineer: Ruekert/Mielke

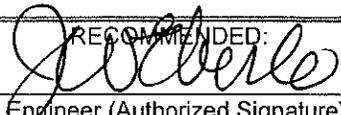
The Contract Documents are modified as follows upon execution of this Change Order:

Description: Extra work to repair damages to trench and clean pipe.

Reason for Change Order: Water main leak into Contractor's excavation.

Attachments: Super Excavators letters dated May 25, 2012.
Ruekert / Mielke letter dated January 9, 2013

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 5,435,671.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ 217,200.00	● Increase ● ● Decrease ● from previously approved Change Orders No. ___ to No. ___ : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 5,652,871.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ 23,491.63	● Increase ● ● Decrease ● of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 5,676,362.63	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:
By: 
Engineer (Authorized Signature)
Joseph W. Eberle, P.E.
Ruekert / Mielke

Date: 1/9/13
APPROVED:

By: _____
MMSD (Authorized Signature)
Larry E. Ellis P.E.

Date: _____

ACCEPTED:
By: _____
Owner (Authorized Signature)
City of Franklin

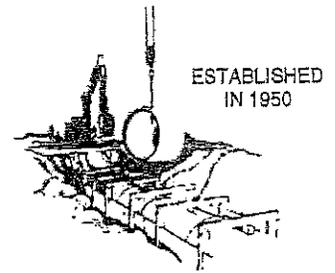
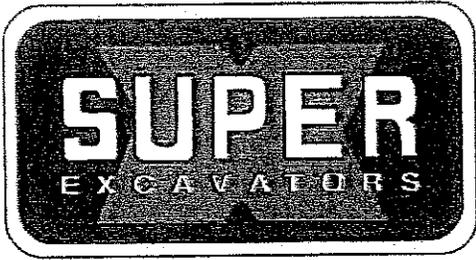
Date: _____
APPROVED:

By: _____
DNR (Authorized Signature)

Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Super Excavators, Inc.

Date: _____



SUPER EXCAVATORS, INC.

May 25, 2012

City of Franklin
Attn: Mr. John M. Bennett
9229 W. Loomis Road
Franklin, WI 53132

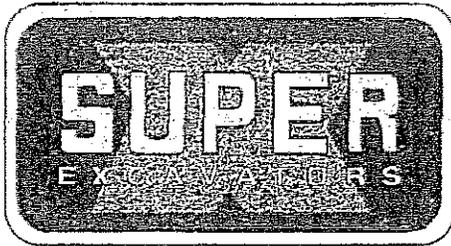
Invoice Number: 2011114-1

Description: Repair Piping
Ryan Creek Sanitary Sewer Interceptor 68th Street

Table with 5 columns: Description, Quantity, Unit of Measure, Unit Price, Amount. Rows include Labor (Foreman, Operator, Pipe Layer, Laborer) and Equipment (984 Hiebherr Backhoe, 230RT Lorain Crane, 345 Caterpillar Backhoe, 160 Linkbelt Backhoe, 624 Deere Loader, Pickup Truck, Quad Axle Dump Truck, 50KW IR Generator, 3" Pumps) and Materials (Pipe Carpet, Silt Bag, Concrete, #1 Stone). Total Amount Due: 20,989.98

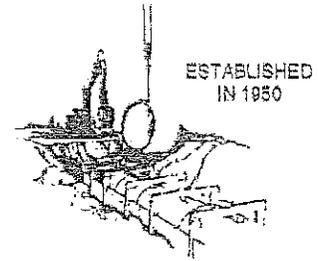
Sincerely yours,
Super Excavators, Inc.

Handwritten signature of Steven Schraufnagel
Steven Schraufnagel
Accountant



AN EQUAL OPPORTUNITY EMPLOYER

SUPER EXCAVATORS, INC.



May 25, 2012

City of Franklin
Attn: Mr. John M. Bennett
9229 W. Loomis Road
Franklin, WI, 53132

Invoice Number: 2011114-2

Description: Fix Joint Strips In 48" Sanitary Pipe
Ryan Creek Sanitary Sewer Interceptor 68th Street

<u>Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
Labor:				
Foreman	12.50	hours	92.34	1,154.25
Laborer	14.00	hours	81.80	1,145.20
Materials:				
4" Joint Material	105.00	linear feet	1.36	142.80
1" Weld Material	110.00	linear feet	0.54	59.40
Total Amount Due				<u>2,501.65</u>

Sincerely yours,
Super Excavators, Inc.

Steven Schraufnagel
Accountant

January 9, 2013

Mr. John M. Bennett, P. E.
City Engineer/Director of Public Works
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

RE: Ryan Creek Sanitary Sewer Interceptor
Contract C02006-C01
Change Order No. 3

Dear Mr. Bennett:

Enclosed for your review are 4 copies of Change Order No. 3 to this Contract.

On April 26, 2012, the Contractor, Super Excavators, Inc. was installing the Ryan Creek Interceptor along Ryan Road (STH 100) in the vicinity of 68th Street. At that point the sewer is within 10 feet of the City's 16-inch water transmission main. The sewer was designed in this location due to the inability to obtain an easement from Milwaukee County which would have resulted in a wider separation.

Prior to excavating in that area, the Contractor requested the City to depressurize the water main in order to decrease the risk while going past it in this area. For reference, the sanitary sewer in this location is about 30 feet deep to the top of the pipe (35 feet to the bottom of the excavation) and the water main is about 7 feet deep. Everything proceeded well with the sewer installation. However, on the morning of April 27, 2012 the Contractor discovered their trench completely filled with water. What was later discovered was that overnight, the tee on the water main at the intersection of 68th Street and Ryan Road came apart and the contents of the water main flooded the Contractor's trench and filled the previously installed sanitary sewer with mud and stone. As soon as this situation was discovered, the City was able to turn the main off and the Contractor was able to repair the damage to their trench and clean out the debris from the inside of the sewer pipe.

The enclosed invoices cover the labor, materials, and equipment the Contractor expended in re-excavating and dewatering their trench, relaying a few joints of pipe that were displaced, cleaning out debris from the inside of the previously installed pipe and redoing some of the pipe joint welds that were damaged. The quantities shown by the Contractor on their invoices correlate with our field reports.



Ruekert·Mielke

engineering solutions for a working world

Mr. John M. Bennett, P. E.
City of Franklin
January 9, 2013
Page 2

After the City has reviewed this information and approved this Change Order, please have the appropriate City Official sign and date the enclosed copies and return all copies to me for further execution by the appropriate individuals at MMSD and WDNR. A fully executed copy will be returned to you for your files.

Please contact me with any questions.

Thank you.

Very truly yours,

RUEKERT/MIELKE

Joseph W. Eberle, P.E.
Principal/Senior Project Manager

JWE:sjs
Enclosure

cc: Calvin Patterson, City of Franklin
Francis Fuja, P. E., Wisconsin Department of Natural Resources
Larry E. Ellis, P. E., Milwaukee Metropolitan Sewerage District
Steve Schraufnagel, Super Excavators, Inc.
Gerald E. Powell, P.E., Ruekert/Mielke
File

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/22/13
Reports and Recommendations	Resolution approving an Emergency Medical Services Agreement for Paramedic Services between Milwaukee County Department of Health and Human Services and the City of Franklin for 2013, 2014, 2015, and 2016	ITEM NUMBER <i>G.2.</i>

Attached is a resolution approving an Emergency Medical Services Agreement for Paramedic Services between Milwaukee County Department of Health and Human Services and the City of Franklin for 2013, 2014, 2015, and 2016.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2013-_____ approving an Emergency Medical Services Agreement for Paramedic Services between Milwaukee County Department of Health and Human Services and the City of Franklin for 2013, 2014, 2015, and 2016.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2013-_____

A RESOLUTION APPROVING AN EMERGENCY MEDICAL SERVICES AGREEMENT
FOR PARAMEDIC SERVICES BETWEEN MILWAUKEE COUNTY DEPARTMENT OF
HEALTH AND HUMAN SERVICES AND THE CITY OF FRANKLIN FOR 2013, 2014,
2015, AND 2016

WHEREAS, the Common Council having reviewed the agreement between Milwaukee County Department of Health and Human Services and the City of Franklin for emergency medical services for paramedic services; and

WHEREAS, the City of Franklin is desirous of providing emergency medical services to its citizens and to other individuals as deemed appropriate by the City of Franklin and Milwaukee County; and

WHEREAS, the Common Council having determined it to be in the best interest of the City of Franklin to enter into this agreement with Milwaukee County Department of Health and Human Services for emergency medical services for paramedic services.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin that the Emergency Medical Services Agreement for Paramedic Services Between Milwaukee County Department of Health and Human Services and the City of Franklin, in the form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

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

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

DEPARTMENT OF HEALTH & HUMAN SERVICES



Milwaukee County



EMERGENCY MEDICAL SERVICES

January 4, 2013

Mayor
Tom Taylor
City of Franklin
9229 W. Loomis Rd.
Franklin, WI. 53132

Dear Mayor Taylor:

Milwaukee County would like to thank the Milwaukee County EMS / ICC negotiating team for their considerable hard work and cooperation to craft the 2013 EMS Agreement. We feel that this agreement will help our EMS system to continue to advance the level and quality of prehospital emergency medical care provided. Milwaukee County is pleased to offer an EMS agreement that will extend for the next four years. Enclosed are two copies of the EMS agreement that has been approved by the Milwaukee County Board of Supervisors. At this time Milwaukee County is submitting the enclosed agreements for approval by your municipality. Please return two signed copies to the below address by February 28th, 2013 at which time the 2010 agreement will be terminated.

Language included in section 2.6.3 Payments; includes the amount of the 1.5 million dollars included in the agreement that will be distributed to your municipality according to a formula developed by the ICC. The amount for your municipality will be \$125,004.00 for the four year length of this agreement. In addition, as a result of an amendment to the 2013 County adopted annual budget which included an additional \$500,000 to be distributed, your municipality will receive an additional \$41,668.00 for calendar year 2013.

On behalf of Program Director Kenneth Sternig and the EMS staff, I look forward to our continued productive relationship.

Sincerely,

A handwritten signature in cursive script, appearing to read "Paula Lucey".

Paula Lucey, MSN,
Administrator Behavioral Health
Milwaukee County
Emergency Medical Services
Cc: Hector Colon, Kenneth Sternig

Enclosures (2)
Return signed agreements to;
Mr. Kenneth Sternig
Program Director
Milwaukee County EMS
9501 W. Watertown Plank Rd
Wauwatosa, WI. 53226

46 Whereas, the County and the Milwaukee County Fire Chiefs agree that fire-based emergency
47 medical services provide for the most efficient and seamless provision of quality emergency
48 medical care to the residents and visitors of Milwaukee County;

49
50 Now therefore, in consideration of the objectives of the parties and the mutual benefits accruing
51 to the parties of the contract from performance of the covenants herein made, this Agreement
52 sets forth their respective responsibilities in conjunction with the provision of paramedic services
53 within the County.

54
55 **Statement of Purpose and Relationship.** Municipalities enter into this contract with the
56 County to assure that ALS services are available twenty-four (24) hours a day, seven days a
57 week, all year, through the use of Paramedic Transport Units, Paramedic First Response Units, or
58 Flexible. Municipalities work with the Milwaukee County Fire Chiefs Association, the
59 Intergovernmental Cooperation Council, Milwaukee County and the Medical Director to assure
60 that a uniform delivery system is in place that enhances the partnership between the County and
61 Municipality, and maximizes the use of resources, while simultaneously limiting expenses.

62

63 **SECTION ONE**

64

65 **EDUCATION**

66

67 **1.1 State of Wisconsin Requirements**

68 County will provide educational programs to meet the State of Wisconsin license
69 requirements and qualify students for participation in the National Registry Examination
70 for an Emergency Medical Technician – Paramedic. The County will provide access to
71 refresher courses, continuing education, and computer based education for individuals
72 active in the Paramedic program.

73

74 **1.2 Education Center & Activities**

75

76 **Municipality shall:**

77 Be allowed to refer its personnel to the Milwaukee County EMS Education Center
78 (“Education Center”) for initial or continuing education. Acceptance of personnel will be
79 based on admissions criteria established by the County. The Municipality will provide
80 access to facilities, vehicles, and equipment to support supervised field experiences of
81 their students enrolled in the program.

82

83 Allow students enrolled in the program and County EMS faculty access to facilities,
84 vehicles, and equipment to support supervised field experiences and training upon mutual
85 consent of the Municipality and the County.

86

87 Be allowed to refer an employee to an educational program other than the program
88 operated by the County.

89

90 County will announce a deadline for requests approximately six (6) months prior to the
91 beginning of a Paramedic class. Requests received after that deadline will be considered
92 on a case-by-case basis.

93
94 Be provided initial education, refresher and continuing education courses by the County
95 at no charge to Municipality and shall be limited to those individuals active in the system
96 as long as the Municipality is providing paramedic service as part of the County System.

97
98 Be allowed to petition the County to recognize and accept an individual the Municipality
99 hires whose paramedic education was provided by an entity other than Milwaukee
100 County, as part of the County EMS System. However, the County is under no obligation
101 to recognize or accept that individual into the Milwaukee County Emergency Medical
102 Services System.

103
104 Agree to have representatives from the Milwaukee County Association of Fire Chiefs or
105 their designees sit on the EMS Education Center Advisory Board.

106
107 Agree to reimburse the County, in specific cases, for the costs of students who do not
108 complete entry into the County EMS system as a paramedic after having utilized County
109 educational resources. Specifically, these costs relate to students that the Municipality
110 has hired with paramedic training and/or licensing, but who fail to (or choose not to)
111 complete the licensing and approval process through County, and therefore do not
112 practice in Milwaukee County. Costs include, but are not limited to, tuition, continuing
113 education conferences, and internet education user access offered by the County. In
114 general, Municipalities who are party to this contract are not responsible for the costs of
115 education for their employees who complete the licensing and County's education
116 process and who are approved to practice in the County EMS system.

117
118 Agree to abide by the current State of Wisconsin Administrative Code DHS 110, or
119 current version of the administrative code, in relation to field preceptor requirements.

120
121 ~~Agree to take necessary efforts to ensure that active paramedics within their fire~~
122 ~~department are in good standing relative to the required system benchmarks. Will work~~
123 ~~with the County EMS Education Center to develop a benchmark remediation plan that~~
124 ~~provides for timely remediation of paramedics not obtaining required benchmarks within~~
125 ~~the established benchmark periods.~~

126
127 **County shall:**

128 Inform the Municipality of the size of the upcoming EMT/Paramedic class at least ninety
129 (90) days before the start of the class. If the County offers an EMT/Paramedic class it
130 will schedule an EMT/Paramedic class to begin on a date set by the County and agreed to
131 by the Municipality and complete the class offered.

132
133 Provide education to the referred and accepted staff of the Municipality up to the
134 following levels: 1) training and educational opportunities, on a space available basis as
135 determined by the County, 2) access to refresher courses for individuals active in the

136 paramedic program, 3) access to continuing educational programs to individuals active in
137 the paramedic program, and 4) access to computer based education for individuals active
138 in the paramedic program.

139
140 Have full discretion in the establishment of methodologies to assess a petition and to
141 establish review and acceptance criteria regarding individuals educated by other non-
142 County programs. County agrees to meet annually to explore the continuing education
143 schedule and methodologies used to deliver education. County agrees to have
144 representatives from Municipality fire departments be represented on the EMS Education
145 Center Advisory Board.

146
147 Allow paramedics hired by the Municipality and not educated through the County EMS
148 Education Center ("transfer paramedics"), to participate in all educational opportunities
149 while that paramedic completes their probationary period and receives an orientation to
150 the County EMS system. MCEMS will assist municipalities in credentialing transfer
151 paramedics to be able to practice within the Milwaukee County system as quickly as
152 possible.

153
154 Once obtained, maintain accreditation from the Committee on Accreditation of Education
155 Programs for EMS Professionals ("CoAEMSP") in accordance with the directive by the
156 National Registry of EMTs, including that candidates taking the NREMT exam must
157 graduate from a CoAEMSP accredited education institution.

158
159 Have the authority to set parameters on benchmarks and remediation plans to ensure
160 patient safety and system integrity.

161
162 **1.3 Service Commitment**
163 Personnel educated through the Education Center must complete three (3) years of ALS
164 service. Personnel who desire to leave the program may only do so with the approval of
165 the County and the respective Fire Chief.

166
167 **1.4 Licensing**

168
169 **Municipality shall:**
170 Assure that paramedic students who fail their licensing exam will retake the exam within
171 one (1) month of notification of exam results. Extenuating circumstances will be
172 considered on a case-by-case basis.

173
174 **County shall:**
175 Require as of July 1, 2010 that all paramedics who are currently a National Registry
176 EMT-P (NREMT-P) maintain their NREMT-P status in order to continue to practice in the
177 County EMS system. Any paramedic obtaining their NREMT-P certification after July 1,
178 2010 are also be required to maintain their certification while providing paramedic level
179 care as part of the County EMS system.

180
181

182
183 **1.5 EMS Liaison**
184 Municipality will designate a liaison that is capable of managing paramedic attendance at
185 required continuing education conferences, refresher classes, web-based education
186 modules and video conferencing educational sessions.
187

188 **1.6 Student Health & Background Check**
189 The Municipality will provide at its own expense a State of Wisconsin Caregiver
190 background check, and immunization and health record information, as required either by
191 State statutes, rules and regulations, or by affiliating health care institutions for all
192 personnel referred to the Education Center prior to matriculation into a class. Potential
193 students not submitting all required documentations (immunization records, EMT/Basic
194 license etc) on time will not be allowed to begin class.
195

196 **1.7 Student Ride-along**
197 Upon mutual consent by the County and Municipality, persons from health care agencies,
198 businesses, schools, non-local fire/EMS services and other education programs may be
199 scheduled through Milwaukee County's EMS office and the respective fire department to
200 participate in a ride-along. Any person participating in a ride-along must first meet the
201 criteria including legal release and approval as determined by the County, Municipality,
202 and Medical Director. Any ride along program established by the Municipality allowing
203 EMS students/providers to provide direct patient care must be done in coordination with
204 the offices of Milwaukee County.
205

206 **1.8 Research**
207
208 **Municipality shall:**
209 Agree to participate in research as determined by the County Research Committee. This
210 could include, but is not limited to, enrolling patients, data collection and educational
211 sessions. Municipalities shall have a minimum of one representative of all Municipalities
212 on the County Research Committee. Municipalities are not responsible to fund
213 equipment, medications or education that is related to a County sponsored or County
214 approved research study. Municipalities shall be notified as early as practical, of research
215 projects that utilize employees of the host municipality. This notification shall be
216 provided as part of the Milwaukee County Association of Fire Chiefs' monthly meeting
217 EMS Committee report. Municipal Chiefs shall be included in discussions related to
218 costs, study timeframes, impacts of concurrent research projects and other relevant issues
219 via participation on the MCEMS Research committee's quarterly meetings.
220

221 **County shall:**
222 Be solely responsible for securing funding, equipment, and education, necessary to allow
223 the Municipality to participate in research projects that are initiated by the County.
224

225 Assure that any patient care research that requires new or updated equipment, software or
226 hardware will be considered a direct expense of the organization requesting a research
227 study that is conducted by the EMS agencies within the county of Milwaukee. All

228 avenues to recover and reimburse these costs will be explored by the organization
229 requesting the research study within the research grant's legal and ethical constraints.
230 Research protocol education and training will be integrated into existing State EMS
231 office mandated continuing education programming whenever possible.

232
233 Assure that all studies conducted within the County EMS system have Institutional
234 Review Board (IRB) approval from an approved IRB.

235
236 Assure that indirect costs of research such as, but not limited to, meeting attendance,
237 protocol compliance and quality improvement efforts will be based on a mutually agreed
238 upon exchange of services and payment between the County and the principle
239 investigator of the study. County will pass along to the Municipality the exchange of
240 services or payments received.

241
242 Evaluate financial or in-kind commitment of the organization requesting a research study
243 that is conducted by the EMS agencies within the county of Milwaukee in the event that
244 supplemental payment is not included in the yearly-adopted budget and incidental costs
245 per transport fees are not included in this budget.

246
247 All EMS research studies performed in the county of Milwaukee will be reviewed and
248 approved consistent with the County EMS Research Policies and Procedures and by the
249 County EMS Research Committee. County shall invite the Municipality into discussions
250 regarding potential and proposed studies as early as possible regarding research
251 protocols. County shall hold quarterly research committee meetings and invite
252 Municipalities to attend.

253

254 SECTION TWO

255 SYSTEM MANAGEMENT

256 **2.1 Operations**

257 258 259 **2.1.1 Medical Direction & Oversight**

260
261 **Municipality shall:**
262 Agree that the County's Medical Direction shall manage the EMS Program in
263 accordance with all applicable requirements of federal, state and local laws, rules
264 and regulations.

265
266
267 Agree that County's Medical Direction, per Wisconsin Administrative Code
268 DHS110, shall provide medical oversight for paramedics providing services under
269 the program.

270
271 Recognize that the Paramedics are performing under the delegated practice of the
272 Medical Director and as such recognize that the Medical Director has sole

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responsibility for establishing standards, medical protocol and practice privileges in the County EMS system.

Agree the Medical Direction shall develop formal patient care protocols, policies, procedures, standards and guidelines necessary for the County's EMS Program.

Agree the Medical Direction shall act as an advisor, assisting and consulting with the County on the scope of services for patients and medical equipment or supplies used in the performance of medical procedures within the program and/or other areas of the program as determined by the Director and/or its designee.

Agree to provide paramedic service following protocols, standards of care, and utilization of the EMS Communication Base under the direction of the EMS System's Medical Direction.

Agree to the provision of medical direction and coordination of medical care for the ALS 911 emergency response system for the County and provision of medical direction, supervision and on-line and off-line medical direction.

Have access to Medical Direction for special operation teams, (e.g. Tactial EMS Service providers ("TEMS)). If the Municipality chooses to use the County's Medical Direction for special operations teams, the Municipality will notify Medical Direction of the training curricula and be responsible for maintaining training records.

County Shall:

Provide on-line and off-line medical direction and medical oversight for municipal employees active in the provision of paramedic services. The Medical Director has complete discretion regarding the acceptance of any individual, whose practice falls under the Medical Director's license, including the ability to withhold, suspend or terminate an individual's involvement in the County EMS System. The authority of the Medical Director is recognized on issues related to patient care and privileges of medical control for all paramedic and/or Paramedic First Response Units operating under the Medical Director's license. Medical Direction will be applied to Municipality ALS units when responding to locations outside of the County borders when that response is part of an organized EMS plan.

Have the authority, independent of the Medical Director, to counsel paramedics as needed on patient care issues, proper use of patient standards of care and educational issues. County will communicate to the employing Municipality the need to counsel a paramedic.

Provide on-line and off-line medical direction and oversight for Municipality employees active in the provision of paramedic and TEMS services.

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2.1.2 Paramedic Response

Shall occur in accordance to the terms listed in the Definitions and the "Statement of Purpose and Relationship" contained on pages 1 and 2 of this Agreement.

2.2 Communications

2.2.1 Communications Center

The County shall provide and maintain a central communication center for coordination of field unit activities, system communications and medical direction to the paramedic units or other EMS units as determined by the County.

2.3 Equipment, Supplies & Inventory

2.3.1 Vehicles & Non-disposable Equipment

The Municipality is responsible for the purchase of any vehicle, all equipment required under State of Wisconsin Administrative Code Trans 309, cost of insuring, cost of maintaining, and the cost of any negligent or accidental damage to the vehicle and to comply with the County's equipment list requirements. Non-disposable equipment provided by the County shall remain the property of the County and the County may, upon notification to the Municipality, remove any County owned equipment. All equipment purchased by the Municipality will remain property of the Municipality.

2.3.2 Medical Inventory, Equipment & Supplies:

Municipality shall:

Order equipment and supplies for delivery of patient services that are recognized as authorized equipment and supplies in the program by the County.

Assume the liability imposed by law and hold harmless the County for the negligent operation of Municipality vehicles and equipment.

Assume all risk, responsibility, and liability for replacement of County-owned equipment on paramedic and Paramedic First Response Units when the equipment is lost and/or damaged due to an act of negligence on the part of Municipality employees. Negligence is defined as the "omission or neglect of reasonable care, precaution or action." An appeal process shall be created to arbitrate questions of responsibility for damaged or lost County equipment should the Municipality disagree with County's decision. The Municipality will not be held liable for defects in equipment purchased by the County.

Assume financial responsibility for repair costs of County-owned equipment through a reduction in the monthly payment to the Municipality for equipment and supplies.

365
366 Be involved with the County in the planning for the replacement of equipment the
367 County is responsible for purchasing (e.g. Cardiac Monitors) and for County
368 equipment requiring the use of disposable supplies the Municipality is responsible
369 for providing (e.g. EZ IO drills and needles)
370

371 **County shall:**

372 Purchase cardiac monitor-defibrillator equipment and communication equipment
373 necessary to transmit voice and ECG data on Paramedic Transport Units, as the
374 cardiac monitor-defibrillators are extensions of the EMS Communications Center.
375 The number of cardiac monitors and communication equipment the County
376 purchases will be based on the annual financial means of the County, and in
377 cooperation with Municipalities for the quantity and locations of replacement
378 equipment. The number of cardiac monitors purchased by the County will be
379 limited to an equal number of transporting paramedic units in the EMS system on
380 the date of execution of this agreement, pursuant to past practices. The County
381 shall consult the Municipality, with adequate advanced notice with considerations
382 to the Municipality budgets, for the planned replacement of equipment that is
383 within the County's financial responsibility.
384

385 The cardiac monitor-defibrillator and paramedic radio communication system
386 shall be standard throughout the system and shall be ordered through County's
387 Emergency Medical Services. The County will provide routine maintenance
388 checks of County owned equipment and furnish replacement units when
389 necessary as determined by the County.
390

391 Provide for delivery of supplies ordered from Milwaukee County EMS or
392 Froedtert Hospital to the municipalities.
393

394 Whenever fiscally able, purchase a sufficient number of spare equipment units
395 which the County is responsible for that will allow for the municipality to
396 properly function while equipment is out for repair.
397

398 **2.4 Policy and Practice**

399
400 **2.4.1 State of Wisconsin Requirements**
401

402 **Municipality shall:**

403 Agree that Emergency Medical Technician-Paramedics (EMT-P) shall be
404 scheduled during any twenty-four (24) hour shift in a manner that meets State
405 staffing requirements as identified in DHS 110.
406

407 **County shall:**

408 Take the appropriate steps to have the regional emergency medical services plan
409 and the County's Education Center approved by the Wisconsin Department of

410 Health and Family Services. This will include meeting data reporting
411 requirements to the Wisconsin EMS Ambulance Reporting System.
412

413 **2.4.2 Operating Standards**

414 The Municipality is responsible for the operation of paramedic unit(s) and first
415 response paramedic unit(s) to meet the Criteria and Standards of the Milwaukee
416 County Council on Emergency Medical Services and the content of the Standards
417 Manual of the Milwaukee County Emergency Medical Services System. This
418 includes the following: Standards of Care, Standards for Practical Skills, Medical
419 Protocols, Operational Policies, Medical Standards for Special Operations;
420 Contractor's Manual and Dispatch Guidelines.
421

422 **2.5 Responses**

423
424 **2.5.1 First Response Units**

425 Paramedic First Response Units are operated by the Municipality and are to be
426 compliant with State statutes and County requirements. Municipality will not
427 transport a patient who has received ALS services in any vehicle other than a
428 Paramedic Transport Vehicle unless special conditions warrant immediate
429 transport as identified in Milwaukee County EMS policy.
430

431 The Municipality will not enter into situations pertaining to the provision of
432 paramedic level services that detract from the primary service area, including, but
433 not limited to, special events without the approval of County EMS and the
434 Medical Director.
435

436 The Municipality may not, without authorization from the County, the County's
437 Medical Director, the EMS Council, the Fire Chief of the affected Municipality,
438 and other parties to this Agreement, arrange for some or all of the ALS services to
439 be provided by one or more private ambulance provider(s).
440

441 The Municipalities agree that as participants to this Agreement they mutually
442 consent to provide backup, as may be required, to achieve the response zone and
443 backup requirements as established by Milwaukee County Fire Chiefs and
444 approved by the Medical Director.
445

446 **2.5.2 Mutual Aid**

447
448 All paramedic transport units must be documented in the Mutual Aid agreements.
449

450 **Municipality:**

451 Is encouraged, but not required, to execute mutual aid agreements with other
452 Municipalities adjacent to the political boundaries of the Municipality for ALS
453 services to be provided by a Paramedic First Response Unit to assure the
454 availability of more comprehensive coverage. The available ALS units in service
455 must be documented in the Mutual Aid agreements similar to a Mutual Aid Box

456 Alarm System (MABAS). This flexibility shall not significantly compromise the
457 local 911 ALS responses to the Municipality.

458
459 Municipality may execute an ALS response agreement with other Municipalities
460 adjacent to the political boundaries of the Municipality but outside the political
461 boundaries of the county of Milwaukee for ALS services and, during the course of
462 this contract, provide paramedic or Paramedic First Response Unit services to
463 citizens or other individuals within that service area. The Municipality providing
464 the service will retain the revenues earned. The flexible use of ALS units must
465 address ALS response times within established response zones.

466
467 **County shall:**

468 Agree to the flexible use of paramedic units for the purpose of providing all levels
469 of care and transport. The County shall be a party to all discussions regarding the
470 establishment of Mutual Aid Agreements and prior to the execution of any such
471 agreement between a Municipality and a neighboring community outside of the
472 county of Milwaukee, the County shall be consulted to assure that the service
473 provision to County residents shall remain a top priority and that the impact of the
474 Mutual Aid agreement continues to meet the needs of the County. Mutual Aid
475 Agreements shall include indemnification and insurance language sufficient to
476 protect the County and its agents from any liability and recognize the rights and
477 control of the County's Medical Director.

478

479 **2.6 Finances**

480

481 **2.6.1 Rates**

482 The Municipality has the right to set policies, rates and charges for paramedic
483 services and address other operational issues as determined by usual and
484 customary rates set forth as established by local, state and federal guidelines.
485 These include, but are not limited to, establishment of charges for paramedic
486 services and the authority to bill such charges according to policies and
487 procedures established by the Municipality.

488

489 **2.6.2 Billing**

490 The Municipality performing paramedic service shall bill users in accordance
491 with local, state and federal guidelines. The Municipality shall retain paramedic
492 revenue earned to cover the cost of providing paramedic care. The County shall
493 not be held fiscally responsible for the inability to collect any revenues,
494 contractual allowances or other write-offs for individual accounts associated with
495 those invoices for services.

496

497 **2.6.3 Payments**

498 In order to standardize equipment and supplies in the EMS system, and support
499 the efficiency of inventory management, the County will reimburse Municipalities
500 for incurred incidental costs at a flat rate of thirty dollars (\$30.00) per paramedic
501 unit transport. Payments will be based on the actual number of paramedic unit

502 transports used by the Municipality during the contract period, on a schedule
503 determined by the County. The maximum reimbursement by County on an
504 annual basis to all Municipalities shall not exceed five hundred thousand dollars
505 (\$500,000.00).

506
507 Quarterly payments to the Municipality for net Tax Refund Intercept Program
508 (“TRIP”) revenues collected by the County’s TRIP for dates of service after
509 January 1, 2004 shall be reduced by the County for expenses incurred by the
510 County on behalf of the Municipality. Should the Municipality not utilize the
511 County TRIP, or should the amount of TRIP distributions not exceed the
512 expenses, the Municipality shall be billed directly for the expenses incurred by the
513 County for repair and maintenance of cardiac monitor/defibrillators, radios,
514 medical supplies and ALS run reports.

515
516 The County shall include in its adopted annual budget for the four (4) year length
517 of this Agreement, funds of not less than one million five hundred thousand
518 dollars (\$1,500,000.00) per calendar year as a result of the Municipality meeting
519 performance measures. Each Municipality will be eligible for their portion of the
520 payment upon meeting the performance measures found in Appendix “A”. The
521 payment of said funds will be done according to a distribution formula developed
522 by the Intergovernmental Cooperation Council (ICC) of Milwaukee County.
523 Following notification by the ICC of the distribution formula, the County shall
524 submit a letter to the Municipality indicating the timing and amounts of any such
525 payments. City of Franklin would receive \$ 125,004 (8.3336%) (one hundred,
526 twenty-five thousand and four dollars) per the ICC distribution formula.

527 528 **2.7 Data and Information Technology**

529 530 **2.7.1 Data Collection**

531 532 **Municipality shall:**

533 Cooperate in the collection of data necessary to provide information or other data
534 regarding paramedic and/or paramedic first response services as set forth in this
535 agreement. This includes, but is not limited to, the following: 1) make available
536 to the County the Emergency Medical Service patient care records within ten
537 business days of the run for paper records and within 72 hours for electronic
538 records, 2) respond to all Quality Improvement (CQI) inquiries from the County
539 in the timeframe established by County, 3) submit patient care record information
540 which meets County data dictionary requirements in a format that is recognized
541 by County’s database and does not alter County’s process and ability to store,
542 search and perform quality data checks and prepare reports, and 4) automate the
543 daily export of electronic patient care records to a County designated FTP (file
544 transfer protocol) server.
545

546 Maintain the electronic capacity to upload ECG data in a format required by the
547 County. Suggested requirements include: Quad Core processor and 6GB of
548 memory (if fire department wants to run other applications on this computer).

549
550 Be responsible for submitting data to the Wisconsin Ambulance Run Data System
551 (WARDS) that meets data reporting regulations as outlined by the State of
552 Wisconsin EMS Office as well as submitting the same data to County in the
553 National EMS Information System (NEMSIS) format plus any data dictionary
554 elements that are unique to the County and not in the NEMSIS data dictionary if
555 the Municipality chooses to develop an alternative method of data collection,
556 electronic patient care record (ePCR).

557
558 Shall inform County before developing, implementing or maintaining alternative
559 methods of data collection. Upon ePCR development, provide a single software
560 license to County for viewing the field bridge software used by the Municipality
561 for ePCR collection. Consult County when seeking an alternative ePCR template
562 development. Include County EMS management in the development of and
563 attendance at initial ePCR documentation training sessions by chosen software
564 Vendor.

565
566 Shall be the custodian and be responsible to warehouse legal copies of paper
567 patient care records or ePCR.

568
569 **County shall:**
570 Provide information technology (IT) assistance to enable the Municipality to
571 upload ECG monitor data to the County's data collection system. County shall
572 continue to provide Municipalities with ECG software required to upload and
573 view ECG files.

574
575 Be responsible for acquiring and storing the emergency medical service patient
576 care data from the Municipalities and making data available to the Municipalities
577 upon request.

578
579 Submit data to WARDS that meets data reporting regulations as outlined by the
580 State of Wisconsin EMS office for those municipalities using paper patient care
581 records.

582
583 Should the County choose to develop an alternative method of data collection that
584 will require special equipment, programming and/or technical support to transmit
585 data and perform quality checks, the County will be responsible for any and all
586 costs incurred by the Municipality for such programming, equipment and
587 technical support.

588
589 Make County staff available for consultation to the Municipality developing,
590 implementing, or maintaining an alternative method for of data collection.

591

592 Support those Municipalities using alternative data collection methods, e.g. ePCR,
593 by providing the programming necessary to convert NEMESIS standard compliant
594 data submitted by the Municipality to County into a format recognized by the
595 County's database.

596
597

Refer any requests for official copies of PCR to the Municipality.

598

599 2.7.2 Reporting

600

601 **Municipality shall:**

602

603 Agree to meet the reporting requirements established by the County pertaining to
604 any Emergency Medical Service provision as established in this Agreement. The
605 Municipality agrees to comply with standards of response time, data collection,
606 quality assurance, performance improvement and other operational issues as
607 established by Milwaukee County EMS to meet the operational needs of the
608 program and/or as established by Chapter 97 of the Milwaukee County Code of
609 General Ordinances, and reviewed and approved by the County's Emergency
610 Medical Services Council.

610

611

612 If using an alternative method of gathering data, e.g. electronic patient care record
613 (ePCR) data, the Municipality agrees to upload electronically collected data,
614 ECG, blood pressure, end-tidal CO₂, and vital sign data to the County on a
615 mutually agreed upon schedule. The Municipality also agrees to upload
616 electronically collected patient care record (ePCR) data to the Wisconsin
617 Ambulance Run Data System (WARDS).

617

618

619 Grant the County the authority to access the Municipality/Vendor patient care
620 database to view and print images of ePCRs.

620

621

621 **County shall:**

622

623 Agree to support the computer servers, FTP and ePCR database servers necessary
624 to receive ECG and ePCR data. The County will provide the software necessary
625 for the Municipality to upload the ECG data at no cost to the municipality.

625

626

627 Grant Municipality authority to access the County patient care database to view,
628 print and run reports in County's patient care database.

628

629

630 Refer all requests for copies of the legal patient care record to the Municipality.

630

631

631 2.7.3 Uploading of Electrocardiogram (ECG) Data

632

633 **Municipality shall:**

634

635 Upload ECG data obtained as part of the patient care record to the County ECG
636 server in a format defined by the County EMS management on a daily basis at a
637 minimum.

637

638 **County shall:**
639 Provide computer server capable of receiving uploaded ECG files. In addition
640 County will provide back-end support to receive ECG files.
641

642 **2.7.4 Video Conferencing**
643

644 **The Municipality & County EMS management shall:**

645 Continue to work towards a video conferencing system that meets the needs of all
646 involved.
647

648 **2.8 Quality Management**
649

650 **2.8.1 Performance Improvement**

651 Municipality agrees the County's Medical Direction shall act in consultation and
652 assistance in the coordination of activities of the Quality Assessment and
653 Assurance Program for the EMS Program.
654

655 Personnel of County's Emergency Medical Services shall have access to and are
656 authorized, at the discretion of the EMS Director and/or Medical Director, to
657 conduct periodic evaluation tours of operational paramedic and/or paramedic first
658 response units for continuous quality improvement projects, training, or special
659 studies and/or projects.
660

661 **2.8.2 Performance Measures**
662

663 **Municipality shall:**

664 Participate in a Performance Measurement Initiative (PMI) program established
665 through a Consensus Development Process (CDP). The Municipality, County and
666 Medical Director shall be members of the CDP.
667

668 Participation in the PMI is a requirement to receive the performance measure
669 payment from Milwaukee County listed in section 2.6.3 (Payments). The CDP
670 will establish criteria to determine levels of accomplishment. Municipalities, who
671 do not receive any of the performance measure payments, are required to meet the
672 PMI requirements to in order to maintain medical control and system practice
673 privileges for their paramedics.
674

675 The PMI is included in Appendix "A" of this Agreement.
676

677 **County shall:**

678 Work with the Municipality as well as the Medical Director to establish
679 performance measures through a CDP that the Municipality fire department has
680 control over, are achievable and measurable.
681

682 **2.9 Insurance; Indemnification; Audit**

683

684 **2.9.1 Insurance and Indemnification**

685 Pursuant to law, an obligation to pay damages because of injury to any person
686 arising out of the rendering or failing to render emergency medical services by its
687 paramedics and for the worker's compensation coverage of its paramedics, shall
688 be the responsibility of the Municipality, it being understood and agreed that said
689 paramedics are the employees of the Municipality for whom they work and are
690 not the agents of Milwaukee County.

691

692 Municipality shall protect, indemnify, hold harmless and defend the County
693 against any and all claims, demands, damages, suits, actions, judgments, decrees,
694 orders, and expenses, including attorney's fees, for any bodily injury or property
695 damage arising out of any wrongful, intentional or negligent acts or omissions, or
696 from any cause, on the part of said paramedics.

697

698 **2.9.2 Audit and Compliance with Fraud Hotline Bulletin**

699 The Municipality agrees to maintain accurate records for a period of five (5) years
700 with respect to the costs incurred under this contract and to allow the County to
701 audit such records. The Municipality acknowledges receipt of the Milwaukee
702 County Fraud Hotline Bulletin and agrees to post a copy of the bulletin where
703 employees have access to it. Any and all subcontractors employed by the
704 Municipality and involved in the provision of Emergency Medical Services shall
705 have access to the same information.

706

707 **2.10 Authority**

708

709 **2.10.1 Non-discrimination, Affirmative Action, Equal Opportunity and the Fair
710 Labor Standards Act**

711 In the performance of work under this contract, the parties shall not discriminate
712 against any employee or applicant for employment because of race, religion,
713 color, national origin, age, sex, sexual orientation, or handicap, which shall
714 include, but not be limited to, employment, upgrading, demotion or transfer;
715 recruitment or recruitment advertising; layoff or suspension; rates of pay or other
716 forms of compensation; and selection for training including apprenticeships.

717

718 **2.10.2 Article and Other Headings**

719 The article and other heading contained in this Agreement are for reference
720 purposes only and shall not affect in any way the meaning or interpretation of this
721 Agreement.

722

723 **2.10.3 Governing Law**

724 This Agreement has been executed and delivered in, and shall be construed and
725 enforced, in accordance with the laws of the State of Wisconsin and ordinances of
726 Milwaukee County.

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2.10.4 Authorization

The undersigned parties represent that they are duly authorized to contract on behalf of their represented parties.

2.10.5 Amendments

This Agreement may be amended at any time by mutual agreement of the parties provided that before any amendment shall be operative or valid, it shall be reduced to writing and subject to approval by the respective governing body.

2.10.6 Entire Contract

This Agreement, specified Appendices and other agreements or documents specified herein shall constitute the entire contract between the parties and no representations, inducements, promises, agreements, oral or otherwise as it pertains to the County's obligations for fiscal support to the Municipality Fire Department(s) and/or Fire Department, Inc. regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto. Any and all other existing agreements, cost sharing agreements or contracts pertaining to the provision of paramedic service between the County and the Municipality shall be considered void

2.10.7 Health Insurance Portability and Accountability Act (HIPAA):

The Municipality and the County shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to the Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of Municipality services provided hereunder. In conformity therewith, the Municipality and the County agree that they will:

2.10.7.1 Municipality shall:

Provide a Notice of Privacy Practice to all patients serviced by the paramedic system.

Not use or further disclose PHI other than as permitted under this Agreement or as required by law;

Use appropriate safeguards to prevent use or disclosure of the PHI except as permitted by this Agreement;

Mitigate, to the extent practicable, any harmful effect that is known to the Municipality of a use or disclosure of PHI by the Municipality in violation of this Agreement;

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Report to Milwaukee County EMS any use or disclosure of the PHI not provided for by this Agreement of which the Municipality becomes aware;

Assure that any agents or subcontractors to whom the Municipality provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to the Municipality with respect to such PHI;

Make PHI available to Milwaukee County EMS and to the Individual who has a right of access as required under HIPAA within thirty (30) days of the request;

Notify Milwaukee County EMS of any amendment(s) to PHI and incorporate any amendment(s) to PHI at the request of Milwaukee County EMS or the Individual who has a right of access as required under HIPAA;

Upon patient request, provide an accounting of all uses or disclosures of PHI made by the Municipality as required under HIPAA privacy rule within sixty (60) days;

Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the Municipality's and Milwaukee County EMS's compliance with HIPAA.

2.10.7.2

County shall:

Use appropriate safeguards to prevent use or disclosure of the PHI except as permitted by this Agreement;

Mitigate, to the extent practicable, any harmful effect that is known to the County of a use or disclosure of PHI by the County in violation of this Agreement;

Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the Municipality's and Milwaukee County EMS's compliance with HIPAA

2.10.7.3

PHI in relation to termination of agreement

At the termination of this Agreement, all PHI received from, or created or received by the Municipality on behalf of the County EMS, will not require return or destruction, as the Municipality

818 itself is a covered entity under HIPAA, and the PHI will be
819 required for the proper management and administration of the
820 Municipality in the absence of this Agreement.

821
822 Notwithstanding any other provisions of this Agreement, this
823 Agreement may be terminated by the County EMS, in its sole
824 discretion, pursuant to section 2.10.2, if the County EMS
825 determines that the Municipality has violated a term or provision
826 of this Agreement pertaining to the County EMS service
827 obligations under the HIPAA privacy rule, or if the Municipality
828 engages in conduct, which would, if committed by the County
829 EMS, result in a violation of the HIPAA privacy rule by the
830 County EMS.

831
832 **2.10.7.4 Uses and disclosures of PHI**

833 The specific uses and disclosures of PHI made by the Municipality
834 on behalf of Milwaukee County EMS include:

835
836 Review and disclosure of PHI as required for treatment, payment
837 and health care operations;

838
839 Disclosures of PHI upon request as permitted by Wisconsin State
840 statutes and the Federal privacy rule;

841
842 Uses required for the proper management and administration of the
843 Municipality as a business associate and;

844
845 Other uses or disclosures of PHI as permitted by HIPAA privacy
846 rule.

847
848 **2.11 Term, Renewal and Termination**

849
850 **2.11.1 Term**

851 This agreement shall be effective from January 1, 2013 until December 31,
852 2016. If the parties to this agreement fail to renegotiate this Agreement prior
853 to December 31, 2016, then this agreement shall automatically be extended
854 for one (1) additional year on the same terms and conditions.

855
856 **2.11.2 General Termination**

857 Either party may terminate the Agreement without cause by serving a sixty
858 (60) day notice via certified mail in the event of passage and signing of a
859 resolution by the respective governing body declaring the intention of ending
860 the provision of paramedic services or withdrawing support from the
861 paramedic program. Material breach of any provision of the contract,
862 including but not limited to the Municipality's provision of Emergency
863 Medical Services data to the County, by either party may serve as grounds for

864 termination of the contract. In the event of a breach of contract, the offending
865 party shall have thirty (30) days from the date notice has been given to correct
866 the situation. If the offending situation is not corrected at the end of the thirty
867 (30) day period, the contract shall be considered void sixty (60) days from the
868 original date of notification and any further obligations on behalf of the
869 Municipality and/or the County are terminated.

870
871 **2.11.3 Termination by the County in Critical Service Situations:**
872 In recognition that the paramedic program operates to provide health and
873 safety services to all county residents and that situations may arise which
874 would prohibit the delivery of these services, thereby jeopardizing the health
875 and safety of county residents, the County may, at the discretion of the
876 Medical Director, suspend this contract on twenty-four (24) hours notice
877 whenever a situation occurs which, in the judgment of the Medical Director,
878 would prohibit the Municipality from fulfilling its responsibility to provide
879 services to residents at the level mandated by the EMS program and which
880 cannot be corrected within a twenty-four (24) hour time span. For the
881 purposes of this section, situations which might interrupt the delivery of
882 services to residents include, but are not limited to, acts of nature, acts of the
883 Municipality or its employees or any other action which would reduce the
884 availability of trained and authorized paramedics and/or EMTs. In the event
885 the Medical Director determines a situation exists which jeopardizes the
886 health and safety of county residents and which warrants execution of the
887 County's right to suspend the contract under this section, the Medical Director
888 shall perform the following:

889
890 The Medical Director shall inform the Municipality in writing of the situation
891 jeopardizing the safety and health of county residents and the intention of the
892 County to suspend the Paramedic contract for services within twenty-four (24)
893 hours unless the situation can be addressed and corrected within a time span
894 not to exceed twenty-four (24) hours from the time of notification. This
895 notification shall include the date and exact time of suspension and shall be
896 delivered to the Municipality in a manner that insures receipt of notification.

897
898 The Medical Director shall inform the County Executive's Office, the Chair of
899 the Committee on Health and Human Needs, the Director of Health and
900 Human Services and the Director of County's Emergency Medical Services of
901 the decision to suspend the contract under this section and provide a
902 justification of the action and the anticipated actions required to insure
903 continuous delivery of services to county residents. A full report of the
904 situation shall be provided to the Municipality and made available for the
905 County Board of Supervisors and the County Executive within a ten (10) day
906 period following the execution of the County's right to suspend the contract
907 under this section. This report shall include, but not be limited to, the
908 situation which warranted the suspension of the contract, the actions of the
909 Medical Director to insure delivery of services to residents once the contract

910 for services was suspended, the plans of the Medical Director to insure
911 continued delivery of services to residents in the immediate future, and what,
912 if any future contract changes would be required with the Municipality or any
913 other Municipality with which the County contracts for paramedic services to
914 insure the delivery of services.

915
916 Upon notification of the County's intent to suspend the contract under these
917 provisions, the Municipality shall address the concerns of the Medical
918 Director within eight (8) hours of receipt of notification of the County's intent
919 to suspend the contract under this section with a plan to correct the situation in
920 a time frame not to exceed the twenty-four (24) hour time frame, if the
921 Municipality desires to maintain the operation of the Program(s).

922
923 The Medical Director has the right to reject any and all corrective action plans
924 if those plans do not, in the opinion of the Medical Director, insure the safety
925 and health of county residents. The contract shall be considered void twenty-
926 four (24) hours from the original date and time of notification and any
927 obligations on behalf of the Municipality and/or the County suspended.

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For the City of Franklin:

Mayor Date

City Clerk Date

For the County:

Hector Colon Date
Director DHHS

Paula Lucey, Administrator Date
Behavioral health Division

Kenneth Sternig Date
Program Director
Emergency Medical Services

Date
Risk Management

Corporation Counsel Date
(Approved as to Form and
Independent Contractor Status)

DBE Date
Complies with Chapter 42

Milwaukee County EMS Performance Measure

Performance measures that are tied to the 1.5 million "Performance Measure" (PM) funding shall be created through a "Consensus Development Process" (CDP). Members of the CDP workgroup shall include representation from contracting fire departments, medical director and County EMS management team. Members of the CDP-PM workgroup shall meet twice a year to evaluate performance data and develop strategic plans for the next year's PM.

A four (4) year PM plan is listed below. The intent of identifying a four year PM plan is to assist the Milwaukee County EMS system to provide high quality out-of-hospital care. A four year plan will also allow the fire departments from contracting municipalities to know what measures they will be accountable to meet in order to receive 100% of their allocation of the 1.5 million which is determined by the ICC. While the plan presented below is a four year PM plan, it is a challenge to predict best practices and new trends in out-of-hospital care in the future. That having been said, members of the CDP-PM workgroup may bring forth proposals to be submitted to change a given year's PM to address current best practices in EMS. Any changes must be agreed upon by the CDP-PM workgroup.

PM data will be made available to municipal fire department in manners that will allow the fire department administrators and managers to monitor their department's progress in meeting the PM and to establish corrective action plans as needed. Data will be reported monthly, quarterly or per semester for education PM. MC EMS will take into considerations and make adjustments to the data calculations as a result of noted exceptions such as an inability to upload data because of technical problems (ex. computer crashes etc.) An explanation as to why adjustments have been made and revisions to calculations (ex. data calculated on 27 days Vs 30 days within a measured month) will be noted on the reports.

PM plan is progressive and cumulative. In years 2,3 and 4, municipalities will be required to continue to meet PM from previous years. (Ex In year 2, PM for year 1 must also be met, in year 3, PM for years 1 & 2 will be required to be met and in year 4, PM from years 1,2 & 3 will also be required to be met.)

If a municipality does not fully meet a given year's PM and receives less than 100% of their funds the appeal process will be as follows:

1. Corrective Action Grace Period: Municipality fire department EMS officer will prepare and submit a "Corrective Action" plan to Milwaukee County EMS addressing the steps the fire department will take to meet the PM. The corrective action plan will in effect for six (6) months following the end of the PM period which the fire department failed to fully meet. If the PMs are met after the six (6) month corrective action period, the municipality will be paid the funds according to the level of PM met. (PM met, vs PM marginally met). Funds not awarded will be encumbered from the year they are withheld for up to 1 year to allow for corrective actions to take place.
2. At the end of the Corrective Action Grace Period, if a fire department has not achieved 100% funding due to not fully meeting their PMs, MC EMS administration and EMS program director will meet municipality administration and fire department leadership to address why corrective action plan did not achieve the 100% goal and decide on next-step (s).

Grievance process: All source data will be available for review by fire department administration if there are questions on the validity of data used to make calculations.

Year #1 (1/1/2013-12/31 2013) "Task" focus

Category	Performance Measure (s)	PM Data Source (s) Reported :	Expected activity	Criteria	PM payment based on points awarded VS available
Clinical PM	End tidal CO ² monitoring	ZOLL cardiac monitor, available on ECG screen to EMS providers Reported monthly	End-tidal CO ² readings are documented on patients with an advanced airway; King Airway or ETT	95-100 % patients with advanced airways have End-tidal CO ² documented (waveform and numeric value)= 100 pts & PM met 90-94% patients with advanced airways have End-tidal CO ² documented = 75 pts & PM marginally met <89% patients with advanced airways have End-tidal CO ² documented = 0 pts & PM unmet	
Ops PM	Controlled Substance monitoring	County Internet based Oracle application Reported monthly	Paramedic vehicle controlled substances counts	95-100 % Controlled substance counts submitted daily per P&P = 100 pts & PM met 90-94% Controlled substance counts submitted daily per P&P = 75 pts & PM marginally met <89% Controlled substance counts submitted daily per P&P = 0 Pts & PM unmet	
Admin. PM	Education session attendance	County EMS Education Center and fire department attendance records Reported at end of Fall/Spring semesters	<ul style="list-style-type: none"> Attendance at refresher classes Completion of distance learning (DL) modules on time Completion of psychomotor skills competencies on time 	95-100 % Attendance at regularly scheduled refresher class = 100 pts & PM met 90-94% Attendance at regularly scheduled refresher class = 75 pts & PM marginally met <89 % Attendance at regularly scheduled refresher class = 0 Pts & PM unmet 95-100 % Complete DL modules by due scheduled date = 100 pts & PM met 90-94% Complete DL modules by due scheduled date = 75pts & PM marginally met <89 % Complete DL modules by due scheduled date = 0 pts & PM unmet 95-100 % Complete r skill competencies = 100 pts & PM met 90-94% Complete skill competencies = 75 pts & PM marginally met <89 % Complete r skill competencies = 0 pts & PM unmet	376-500 pts = PM met = 100% funded 251-375 pts = PM marginally met = 75% funded < 250 pts = PM unmet = 50% funded

Year #2 (1/1/2014-12/31 2014) "Task" focus

Category	Performance Measure (s)	PM Data Source (s) Reported :	Expected activity	Criteria	PM payment based on points awarded VS available
Clinical PM	12 Lead ECG acquisition	ZOLL ECG monitor Reported monthly	12 Lead ECGs labeled with patient identifier (initials acceptable) and case number	95-100 % 12 lead ECGs properly labeled = 100 pts & PM met 90-94% 12 lead ECGs properly labeled = 75 pts & PM marginally met <89 % 12 lead ECGs properly labeled = 0 pts & PM unmet	
	Blood sugar measurements	Patient Care Records (PCRs) Reported monthly	BS obtained on all patients with Alt consciousness, repeat BS on patients treated for low BS	95-100 % BS obtained = 100 pts & PM met 90-94% BS obtained = 75 pts & PM marginally met <89 % BS obtained = 0 pst & PM unmet	
Ops PM	Medical supply ordering process	Fire department supply officer	Orders submit medical supply orders by 1500 hrs the Friday prior to assigned delivery week.	95-100 % orders submitted on time = 100 pts & PM met 90-94% orders submitted on time = 75 pts & PM marginally met <89 % orders submitted on time = 0 pts & PM unmet	
		Fire department supply officer	Inventories for medical supplies should be at a level to not require emergency orders 95-100 % supply orders submitted on time = PM met 90-94% supply orders submitted on time = PM marginally met	100% - 2 or less Med/Supply Orders Per Year Per Department = 100 pts. & PM met 75% - 4 or less Med/Supply Orders Per Year Per Department= 75 pts & PM marginally met 50% - More than 4 Med/Supply Orders for any Department in a given year= 0 pts & PM unmet 100% - 2 or less Narc Orders Per Year Per Med Unit = 100 pts & PM met 75% - 4 or less Narc Orders Per Year Per Med= 75 pts & PM marginally met 50% - More than 4 Emerg Narc Orders for any one Med unit in a given year= 0 pts & PM unmet	

Year #2 (1/1/2014-12/31 2014) "Task" focus

Category	Performance Measure (s)	PM Data Source (s) Reported :	Expected activity	Criteria	PM payment based on points awarded VS available
Admin. PM	Upload of ECG and patient care record data	FD station upload computers <u>Reported monthly</u>	ECG files uploaded daily	95-100 % ECGs uploaded --= 100 pts & PM met 90-94% ECGs uploaded within 24 hrs = 75 pts & PM marginally met <89 % ECGs uploaded within 24 hrs= 0 pts & PM unmet	451-600 pts = PM met = 100% funded 300-450 pts = PM marginally met = 75% funded
		FD administration, FD ePCR vendors <u>Reported monthly</u>	Patient care records (PCR) exported to MC EMS daily (after completed PCRs are 72 hrs old)	95-100 % PCRs exported --= 100 pts & PM met 90-94% PCRs exported within 24 hrs = 75 pts & PM marginally met <89 % PCRs exported within 24 hrs = 0 pts & PM unmet = 50 pts & PM unmet	< 300pts = PM unmet = 0% funded

Year #3 (1/1/2015-12/31 2015) "Medical Chief Complaint" focus

Performance Measure (s)	PM Data Source (s) <u>Reported :</u>	Expected activity	Criteria	PM payment
Heart attack (STEMI) patients	Patient care Record (PCR) <u>Reported quarterly</u>	Patient contact to 12 lead obtained	<p>100% - 12 Lead ECG obtained \leq 10 after EMS arrival 90% of the time= 100 pts & PM met</p> <p>75% - 12 Lead ECG obtained < 10 after EMS arrival 80% of the time = 75 pts & PM marginally met</p> <p>50% - 12 Lead ECG obtained < 10 after EMS arrival less than 80% of the time = 0 pts & PM unmet</p>	
	County EMS Medical Command database <u>Reported quarterly</u>	STEMI 12 lead to physician contact	<p>100 pts - Contact made to medical control STEMI DX 90% of the time (YES/NO)</p> <p>75 pts - Contact made to medical control for STEMI DX 80% of the time (YES/NO)</p> <p>0 pts - Contact made to medical control for STEMI DX less than 80% of the time (YES/NO)</p>	
	Patient care Record (PCR) <u>Reported quarterly</u>	At patient to transport Proper medications; ASA, NTG	<p>100 pts - At patient time to transport < 30 minutes 90% of the time</p> <p>75 pts-At patient time to Transport < 30minutes 80% of the time</p> <p>0 pts - At patient time to Transport < 30 minutes more than 20% of the time</p>	
	Patient care Record (PCR) <u>Reported quarterly</u>	Transport to appropriate hospital	<p>100 Pts - Field DX STEMI Pt transported to appropriate STEMI receiving hospital (CATH LAB) 95-100% of the time</p> <p>75 pts- Field DX STEMI Pt transported to appropriate STEMI receiving hospital (CATH LAB) 90% - 94% of the time</p> <p>0 pts - Field DX STEMI Pt transported to appropriate STEMI receiving hospital (CATH LAB) less than 89% of the time.</p>	

Year #3 (1/1/2015-12/31 2015) "Medical Chief Complaint" focus

Performance Measure (s)	PM Data Source (s) Reported :	Expected activity	Criteria	PM payment
Resuscitated (ROSC) patients	Patient care Record (PCR) ZOLL ECG monitor <u>Reported quarterly</u>	12 Lead ECGs obtained upon ROSC	<p>100 pts - 12 Lead ECG obtained post ROSC > 90% of the time 75 pts - 12 Lead ECG Obtained post ROSC 80% -89% of the time 0 pts - 12 Lead ECG Obtained post ROSC less than 80% of the time</p>	
	ZOLL ECG monitor <u>Reported quarterly</u>	End-tidal CO ² (waveform as well as numeric value) documented	<p>100 pts - End-tidal CO² documented 95-100 % of the time on required patients 75 pts - End-tidal CO² documented 90-94% of the time on required patients 0 pts - End-tidal CO² documented less than 89% of the time on required patients.</p>	
	Patient care Record (PCR) <u>Reported quarterly</u>	Transport to appropriate hospital	<p>100 pts - Transport to ROSC hospital 100% of the time 75 pts- Transports to ROSC hospital 95 -99% of the time 0 pts - Transports to ROSC hospital less than 95% of the time</p>	
	Patient care Record (PCR) County EMS Medical Command database <u>Reported quarterly</u>	Contact Medical Control per P&P	<p>100 pts - Medical Control contacted post ROSC if patient hypotensive, presence of ectopic beats 90-100 % of the time 75 pts - Medical Control contacted post ROSC if patient hypotensive, presence of ectopic beats 80-89% of the time 0 pts Medical Control contacted post ROSC if patient hypotensive or presence of ectopic beats less than 80% of the time</p>	<p>601-800 pts PM met = 100% funded 400-600-PM marginally met = 75% funded ≤ 400 pts PM unmet = 0% funded</p>

Year #4 (1/1/2016-12/31 2016) Medical Chief Complaint focus

Performance Measure (s)	PM Data Source	Expected activity	Criteria	PM payment
Quality of CPR	ZOLL ECG monitor Rescus Net computer software program (loaded on each FD ECG upload computer) <u>Reported quarterly</u>	Percent time CPR performed on cardiac arrest patients (Time on chest)	100 pts - Chest compressions fraction is > 70% of time in 90% of cases 75 pts - Chest compression fraction is > 70% in 80 - 89% of the Cardiac Arrest cases 0 pts - Chest compression fraction is > 70% less than 80% of the time	
	ZOLL ECG monitor Rescus Net computer software program <u>Reported quarterly</u>	Depth of CPR compressions	100 pts - Depth of chest compressions per County P&P 90% of the time (2 inches in adults 80% of the time) 75 pts - Depth of chest compressions 2 inches or more 80% of the time achieved in 80% to 89% of adult Cardiac Arrest patients 0 pts - Depth of chest compressions 2 inches or more 80% of the time achieved in less than 80% of adult Cardiac Arrest patients	
	ZOLL ECG monitor & ZOLL ECG monitor Rescus Net computer software program <u>Reported quarterly</u>	Rate of CPR compressions	100 pts - Rate of chest compressions per County P&P 90% of the time between 90 and 120/minute 75 pts - Rate of chest compressions between 90 and 120 /minute 90% of the time achieved in 80% to 89% of Cardiac Arrest patients 0 pts - Rate of chest compressions between 90 and 120/minute 90% of the time achieved in less than 80% of Cardiac Arrest patients	301-400 pts =PM met = 100% funded 300 pts =PM marginally met = 75% funded < 300,pts =PM unmet = 0% funded
	FD completed debriefing worksheet <u>Reported quarterly</u>	Evidence of case review debriefing by EMS team	100 pts - EMS crew completed debriefing form for cardiac arrest patients 90% of the time 75 pts - EMS crew completed debriefing form for cardiac arrest patients 80% to 89% of the time 0 pts - EMS crew completed debriefing form for cardiac arrest patients less than 80% of the time	

<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;">1/22/2013</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution Reaffirming, Updating and Modernizing the City's Code Enforcement Policies</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.3. CORRECTED</i></p>

At its August 21, 2012 meeting, Ald. Wilhelm requested Council consideration to update the City's handling of nuisance properties. At that meeting, Ald. Wilhelm moved to direct the Police Chief and City Attorney to review the Municipal Code with regard to the regulation of nuisance premises and such regulations as may exist in other municipal codes and report back to the Common Council with a recommendation as to potential City legislation on the subject for further consideration and potential action by the Common Council, which passed by unanimous vote.

At its October 16, 2012, meeting, the Common Council believed more information was needed and by unanimous vote directed legal counsel to continue review of the nuisance ordinance and abatement procedures and the related items as presented by Ald. Wilhelm, with input from the Chief of Police and other pertinent departments, with the intent of this to update and strengthen the Code and report back to the Common Council at the last meeting in November. Discussion suggested a multiple approach of addressing the complaint handling policy while also strengthening municipal code to deal with nuisance properties.

By action taken at the November 13, 2012 Common Council meeting, consideration of the code enforcement policy was postponed to the December 4, 2012 meeting, at which time suggestions for changes were made with direction to staff to modify and seek comments from department heads and to bring back a revised version to January 22, 2013 meeting.

City Attorneys office has reviewed the existing ordinance, the complaint handling policy dated 1997 and other relevant materials, met with Chief of Police and Ald. Wilhelm, considered the input of the Council from December 4, and received comments from Building Inspection, Planning, Administration and the Clerk's office. Based on the same, the attached Resolution clarifies the City's complaint handling policies and procedures. Note that department comments were based upon a draft finalized considering the December 4 Council comments. The City Attorneys office and Ald. Wilhelm, following those comments, have modified the attached version. This final version, which is meant to clarify the current complaint handling procedure, is based on staff's comment, is now available for additional input from the Council and staff.

COUNCIL ACTION REQUESTED

1. A motion to adopt A Resolution Reaffirming, Updating and Modernizing the City's Code Enforcement Policies

RESOLUTION NO. 2013-_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>Slew</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 1/22/13
Reports & Recommendations	SUBJECT: A resolution determining the necessity of the public acquisition of the property for the right-of-way plat for the extension of West Marquette Avenue from South 49th Street to a point 470.00 feet east of South 49th Street and for the extension of West Evergreen Street from a point 800 feet east of South 51st Street to a point 1340 feet east of South 51st Street.	ITEM NO. <i>6.4.</i>

BACKGROUND

In order to extend both W. Marquette Avenue and W. Evergreen Street it is necessary to obtain the right-of-way for said street extensions. To proceed with the acquisition of the street right-of-way, the attached resolution must be adopted to start the process.

ANALYSIS

Both the Board of Public Works and Planning Commission has reviewed the right-of-way acquisition with the Board of Public Works approving the description of the property to be acquired and the Planning Commission determining the necessity for the extension of both W. Marquette Avenue and W. Evergreen Street as described in the attached resolution.

OPTIONS

Approve
Or
Table

FISCAL NOTE

Funds for the acquisition have been included in the project cost which has been placed in the 2013 budget.

RECOMMENDATION

Motion to adopt Resolution No. 2013 - _____, a resolution determining the necessity of the public acquisition of the property for the right-of-way plat for the extension of West Marquette Avenue from South 49th Street to a point 470.00 feet east of South 49th Street and for the extension of West Evergreen Street from a point 800 feet east of South 51st Street to a point 1340 feet east of South 51st Street.

JMB/db

RESOLUTION NO. 2013-____

A RESOLUTION DETERMINING THE NECESSITY OF THE PUBLIC ACQUISITION OF THE PROPERTY FOR THE RIGHT-OF-WAY PLAT FOR THE EXTENSION OF WEST MARQUETTE AVENUE FROM SOUTH 49TH STREET TO A POINT 470.00 FEET EAST OF SOUTH 49TH STREET AND FOR THE EXTENSION OF WEST EVERGREEN STREET FROM A POINT 800 FEET EAST OF SOUTH 51ST STREET TO A POINT 1340 FEET EAST OF SOUTH 51ST STREET

WHEREAS, the Common Council having placed in the 2013 budget the extension of West Marquette Avenue from South 49th Street to a point 470.00 feet east of South 49th Street to provide a second access to the Pleasant View Elementary School, said roadway being an interim street that will function as access until a collector street is constructed, with right-of-way being obtained for a future sidewalk on the south side, and the Common Council having placed in the 2013 budget the extension of West Evergreen Street from a point 800 feet east of South 51st Street to a point 1340 feet east of South 51st Street to provide access to the Pleasant View Park site, said extension being planned as an urban street with the extension of sidewalk on the north side from the existing sidewalk to the park site; and

WHEREAS, the City of Franklin Engineering Department having prepared a Right of Way Plat for the extension of West Marquette Avenue from South 49th Street to a point 470.00 feet east of South 49th Street, and the extension of West Evergreen Street from a point 800 feet east of South 51st Street to a point 1340 feet east of South 51st Street, such Right of Way Plat describing the lands necessary for such street extensions, the Common Council having approved the allocation of funds for such street extensions within the 2013 City Budget; and

WHEREAS, Wis. Stat. § 62.23(5) provides in part that the Council, or other public body or officer of the City having final authority thereon, shall refer to the City Plan Commission, for its consideration and report before final action is taken by the Council, public body or officer, the location and extension for any public way; and that the Common Council so referred the subject to the Plan Commission on December 18, 2012, and that the Plan Commission on January 17, 2013 determined such extension and location pursuant to the Right of Way Plat annexed hereto; and

WHEREAS, Wis. Stat. § 62.22(4)(d) provides in part that the Council may by resolution declare it necessary to condemn land, describing it, for any authorized purpose, and that before adopting the resolution it shall be referred to the Board of Public Works, who shall make a particular description of each lot, parcel or subdivision of land proposed to be taken, and report the same to the Council, and that pursuant to a referral by the Common

Council on December 18, 2012, the Board of Public Works on January 15, 2013, made such description pursuant to the Right of Way Plat annexed hereto; and

WHEREAS, the Common Council having considered the necessity in the public interest of the extension of West Marquette Avenue from South 49th Street to a point 470.00 feet east of South 49th Street, and the extension of West Evergreen Street from a point 800 feet east of South 51st Street to a point 1340 feet east of South 51st Street, and the aforesaid determination by the Plan Commission that such street extensions as described upon the attached Right-of-Way Plat is reasonably located and necessary in the public interest, and the Board of Public Works by its aforesaid action at such meeting having made such description of the lands necessary for such street extensions as set forth upon such Right of Way Plat; and the Common Council having found that the public acquisition of the necessary property to provide for such street extensions promotes and protects the health, safety and welfare of the Community and additionally serves to accommodate the orderly development of the City of Franklin to provide for the continued and improved safe public access and travel, in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, as follows:

1. That the public acquisition of the property described upon the Right of Way Plat for the extension of West Marquette Avenue from South 49th Street to a point 470.00 feet east of South 49th Street (west line of Pleasant View Elementary School) and for the extension of West Evergreen Street from a point 800 feet east of South 51st Street to a point 1340 feet east of South 51st Street (west line of the Pleasant View Park site) annexed hereto is reasonably requisite to accomplish the public purpose of protecting and promoting the public health, safety and welfare of the Community, the public interest in safe and convenient travel, and to accommodate the orderly development of the City of Franklin, and that the Common Council determines that such public acquisition is necessary, accordingly.
2. That it is necessary, in the furtherance of the above stated public purpose, for the City to acquire the property described upon the Right of Way Plat for the extension of West Marquette Avenue from South 49th Street to a point 470.00 feet east of South 49th Street (west line of Pleasant View Elementary School) and for the extension of West Evergreen Street from a point 800 feet east of South 51st Street to a point 1340 feet east of South 51st Street (west line of the Pleasant View Park site), and the Right of Way Plat annexed hereto, be and the same is hereby approved.
3. That the acquisition by the City of the property described upon the Right of Way Plat for the extension of West Marquette Avenue from South 49th Street to a point 470.00 feet east of South 49th Street (west line of Pleasant View Elementary School) and for

the extension of West Evergreen Street from a point 800 feet east of South 51st Street to a point 1340 feet east of South 51st Street (west line of the Pleasant View Park site) annexed hereto, is necessary in order to protect and promote the health, safety and welfare of the Community, the public interest in safe and convenient travel, and to accommodate the orderly development of the City of Franklin.

4. That all references herein to the Right of Way Plat, its approval, use and application, shall be subject to and include such minor revisions determined to be reasonably necessary by the City Engineer to further the street extensions project.
5. That the City will acquire, by eminent domain in accordance with Chapter 32 of the Wisconsin Statutes, if necessary, the fee title interests in the real estate described in the Right of Way Plat from the record owners thereof, and from any and all other persons or entities who may have an interest in said real estate.
6. That municipal staff and Single Source, Inc., are hereby authorized and directed to obtain an appraisal, relocation plan and further order, if necessary, and all other necessary related activities, to negotiate for and on behalf of the City, with the owners of the above described real estate and all other interested persons for the purchase of the subject property by the City.
7. That in the event municipal staff and Single Source, Inc., as authorized hereunder, are unable to agree with the owners of the above described real estate as to the compensation to be paid for such property, subject to and within the authority as granted by the Common Council, then title to and possession of said real estate shall be acquired by the City, through eminent domain and the City Attorney, or such special counsel as may be directed, is hereby authorized, empowered and directed to institute proceedings in any court of competent jurisdiction to acquire title to and possession of said real estate for the City, in accordance with Chapter 32 of the Wisconsin Statutes.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

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

APPROVED:

Thomas M. Taylor, Mayor

RESOLUTION NO. 2013-_____

Page 4

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR PLANNING COMMISSION ACTION	MTG. DATE
Reports & Recommendations	SUBJECT: A determination of the necessity of public acquisition of property for the right-of-way plat for the extension of W. Marquette Avenue from S. 49th Street to a point 470 feet east of S. 49th Street (west line of Pleasant View Elementary School) and acquisition for the extension of W. Evergreen Street from a point 800 feet east of S. 51st Street to a point 1340 feet east of S. 51st Street (west line of the Pleasant View Park site).	1/17/13 ITEM NO.

BACKGROUND

The Common Council has placed in the 2013 budget the extension of W. Marquette Avenue from S. 49th Street to a point 470.00 feet east of S. 49th Street to provide a second access to the Pleasant View Elementary School. Said roadway would be an interim street that will function as access until a collector street is constructed. Right-of-way will be obtained for a future sidewalk on the south side.

Also, the Common Council has placed in the 2013 budget for the extension of W. Evergreen Street from a point 800 feet east of S. 51st Street to a point 1340 feet east of S. 51st Street to provide access to the Pleasant View Park site, said extension is planned as an urban street with the extension of sidewalk on the north side from the existing sidewalk to the park site.

ANALYSIS

Staff has completed the initial design and has determined the right-of-way as shown on the attached right-of-way plats.

OPTIONS

Determine necessity for public acquisition.

or

Table

FISCAL NOTE

Right-of-way cost will be included in fund budgeted in 2013 for the street extensions.

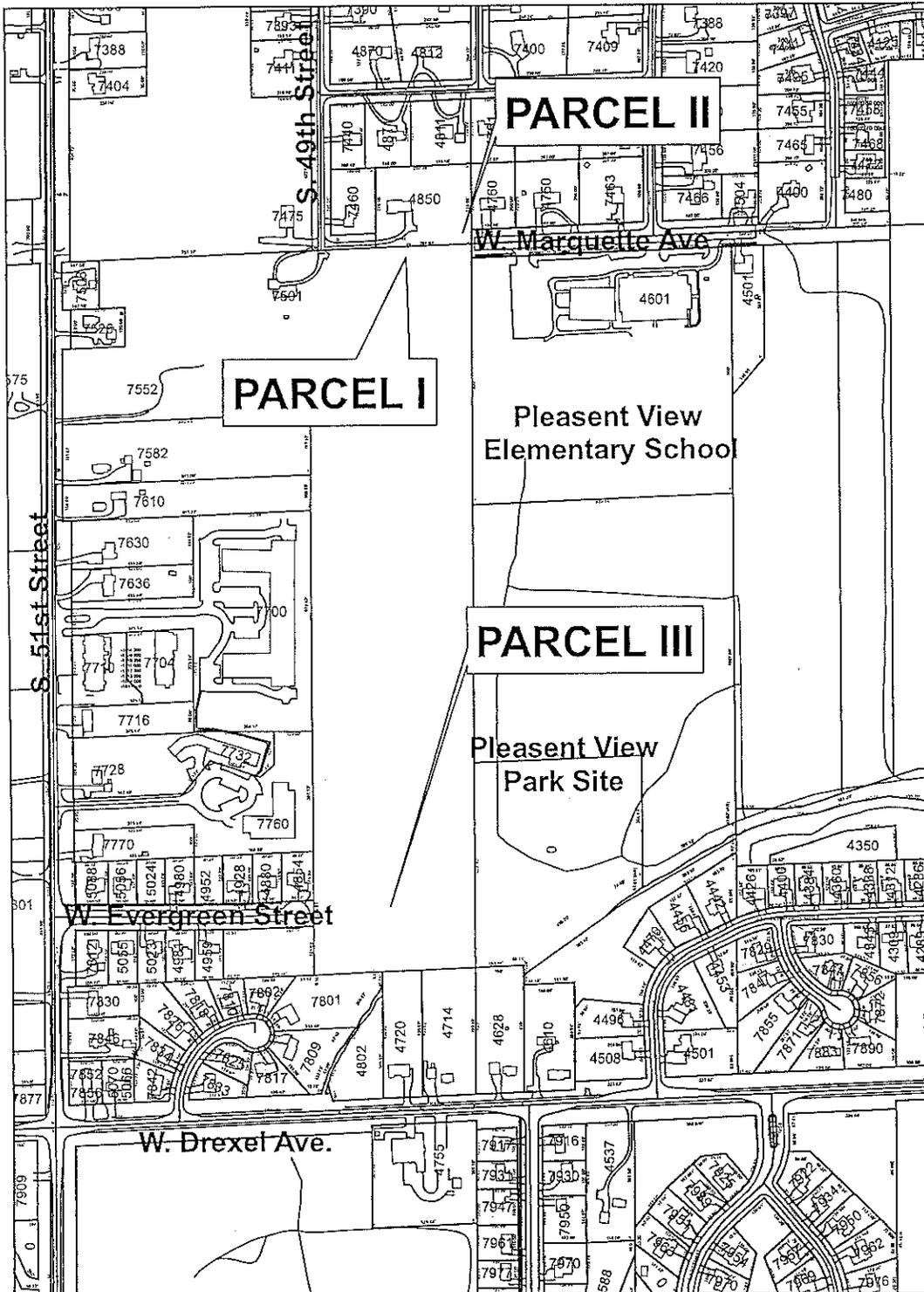
RECOMMENDATION

Motion determining the necessity of public acquisition of property for the right-of-way plat for the extension of W. Marquette Avenue from S. 49th Street to a point 470 feet east of S. 49th Street and the extension of W. Evergreen Street from a point 800 feet east of S. 51st Street to a point 1340 feet east of S. 51st Street as recommended by the Engineering Department and as described on the attached right-of-way plats.

JMB/db

Encl.

CITY OF FRANKLIN
ENGINEERING DEPARTMENT
PARCEL LOCATION MAP
EXTENSION OF W. MARQUETTE AVE.
AND W. EVERGREEN STREET



400 200 0 400 Feet



APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 12/18/12
Reports & Recommendations	SUBJECT: Authorization to proceed with the acquisition of W. Marquette Avenue from S. 49 th Street to the west property line of the Pleasant View Elementary School site and the acquisition of W. Evergreen Street from a point 800 feet east of S. 51 st Street west 540 feet to the west line of the City's undeveloped park land south of Pleasant View Elementary School	ITEM NO.

BACKGROUND

Pursuant to the adopted 2013 budget that included funding for the extension of W. Marquette Avenue and W. Evergreen Street, it is staff's recommendation that the City proceed with the necessary steps to acquire the right-of-way.

ANALYSIS

Staff recommends that Evergreen Street extension be reduced to a 60 foot right-of-way vs. the existing portion which is an 80 foot right-of-way and the width of the pavement of W. Evergreen Street be set as a 28 foot face to face vs. the existing width of 40 foot fact to face width. Also, that the extension of W. Marquette Avenue right-of-way be set as a 66 foot right-of-way which will be wide enough to allow for the construction of a sidewalk in the future. The proposed plan for the extension of W. Marquette Avenue is to place the roadway just south of the existing tree line as the tree line contains a number of good tree specimens and to connect to the existing W. Marquette Avenue on center line.

With this approval, the proposed street extensions will be sent to the Board of Public Works to review and approve the legal descriptions and sent to the Planning Commission to determine the necessity for the right-of-way acquisition. After the approvals as indicated above, a resolution determining necessity will be placed on the Common Council agenda along with an agreement for the completion of the appraisals and negotiations for the acquisition.

OPTION

Approve

or

Table

FISCAL NOTE

Funding is included in the 2013 budget.

RECOMMENDATION

Motion to authorize staff to proceed with the acquisition of the right-of-way for the extension of W. Marquette Avenue from S. 49th Street to the west property line of the Pleasant View Elementary School site and W. Evergreen Street from a point 800 feet east of S. 51st Street west 540 feet to the west line on the City's undeveloped park land south of the Pleasant View Elementary School and refer said acquisition to the Board of Public Works and Planning Commission.

JMB/sg

W.

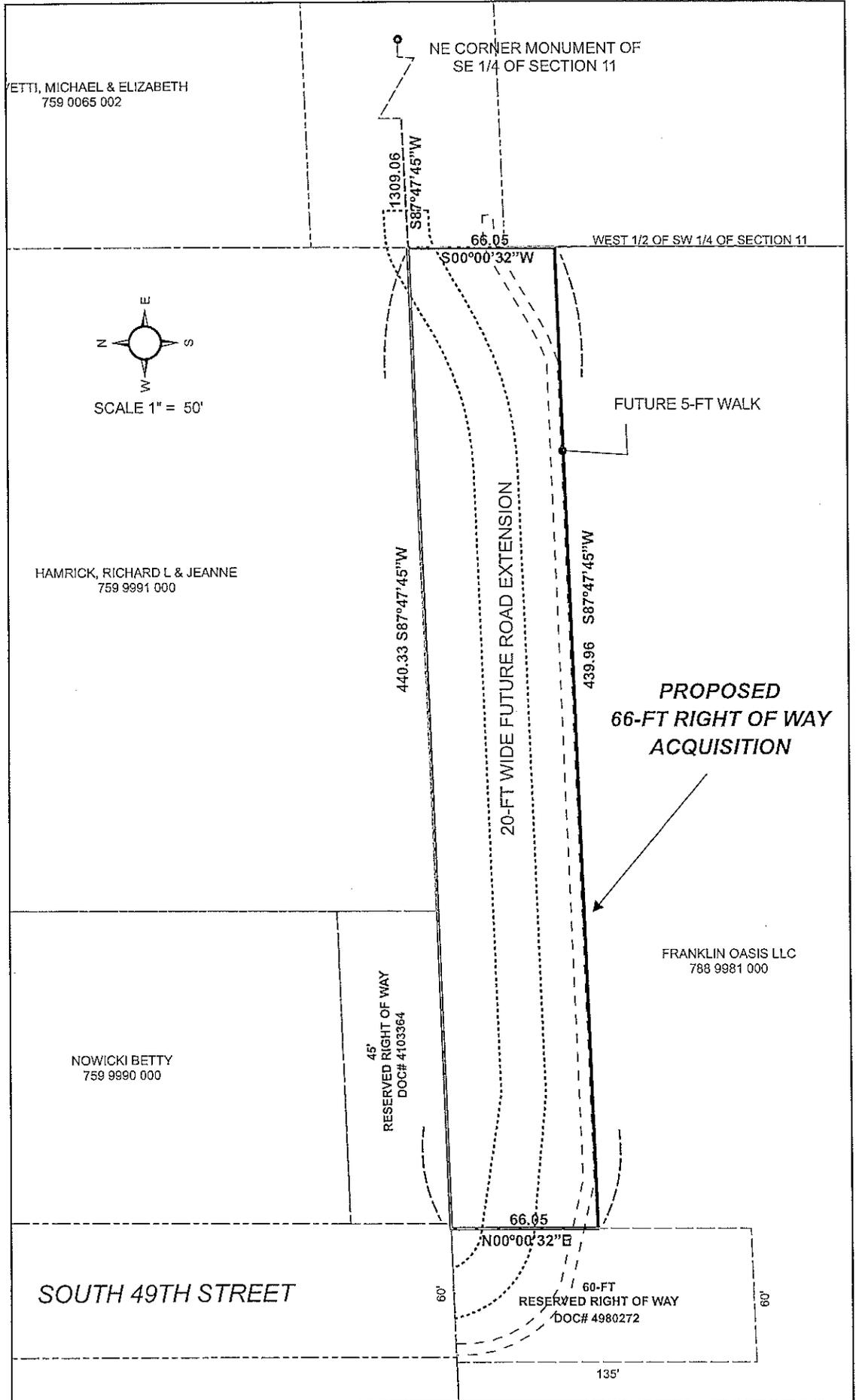
MARQUETTE

AVENUE

EXTENSION

PARCEL NO 1

DETAIL "A"

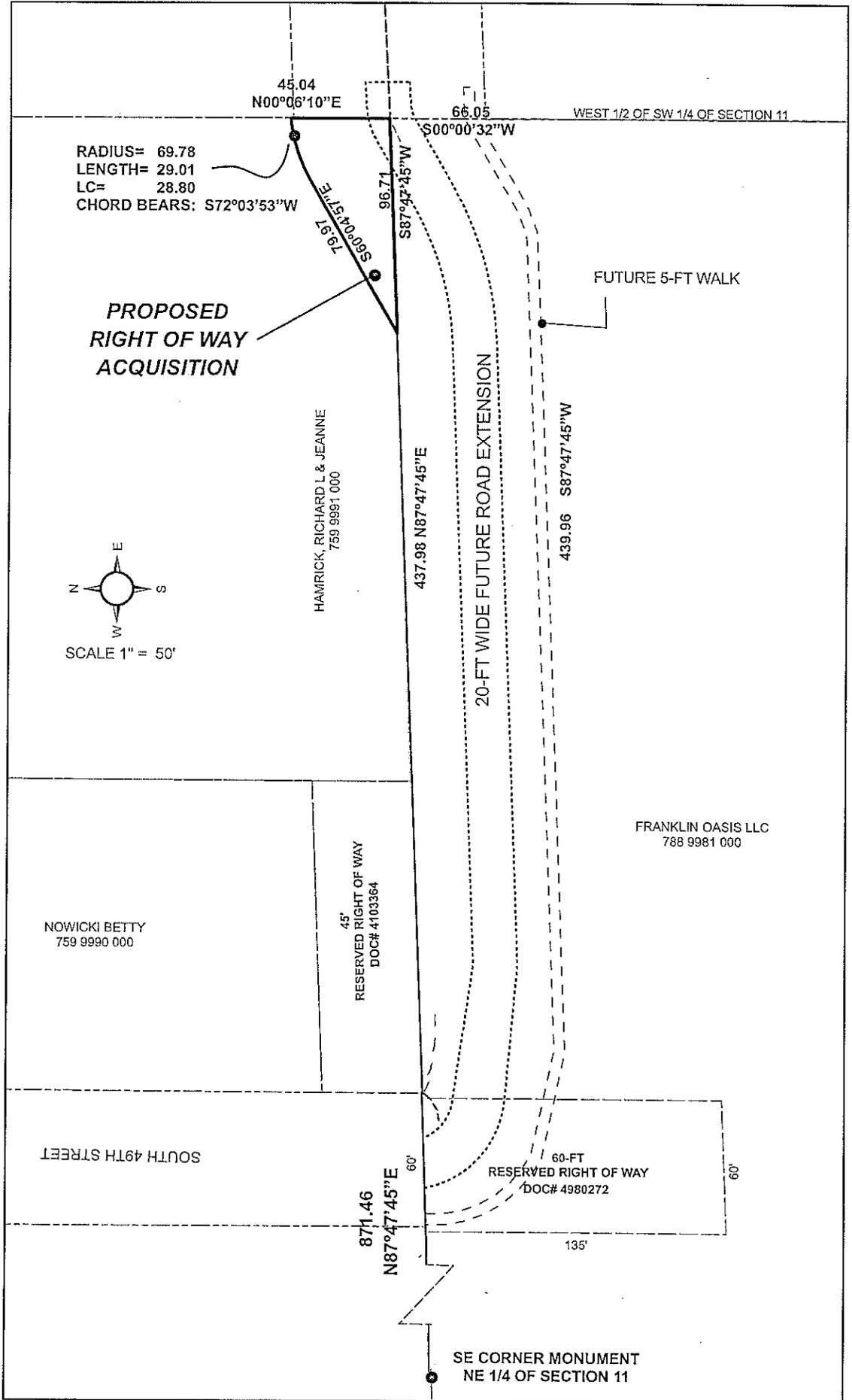


CHECKED AND APPROVED BY: JOHN M. BENNETT, PE, CITY ENGINEER

CITY OF FRANKLIN, ENGINEERING DEPARTMENT

W.
MARQUETTE
AVENUE
EXTENSION
PARCEL NO II

DETAIL "A"



CHECKED AND APPROVED BY: JOHN M. BENNETT, PE, CITY ENGINEER

CITY OF FRANKLIN, ENGINEERING DEPARTMENT

W. EVERGREEN

STREET

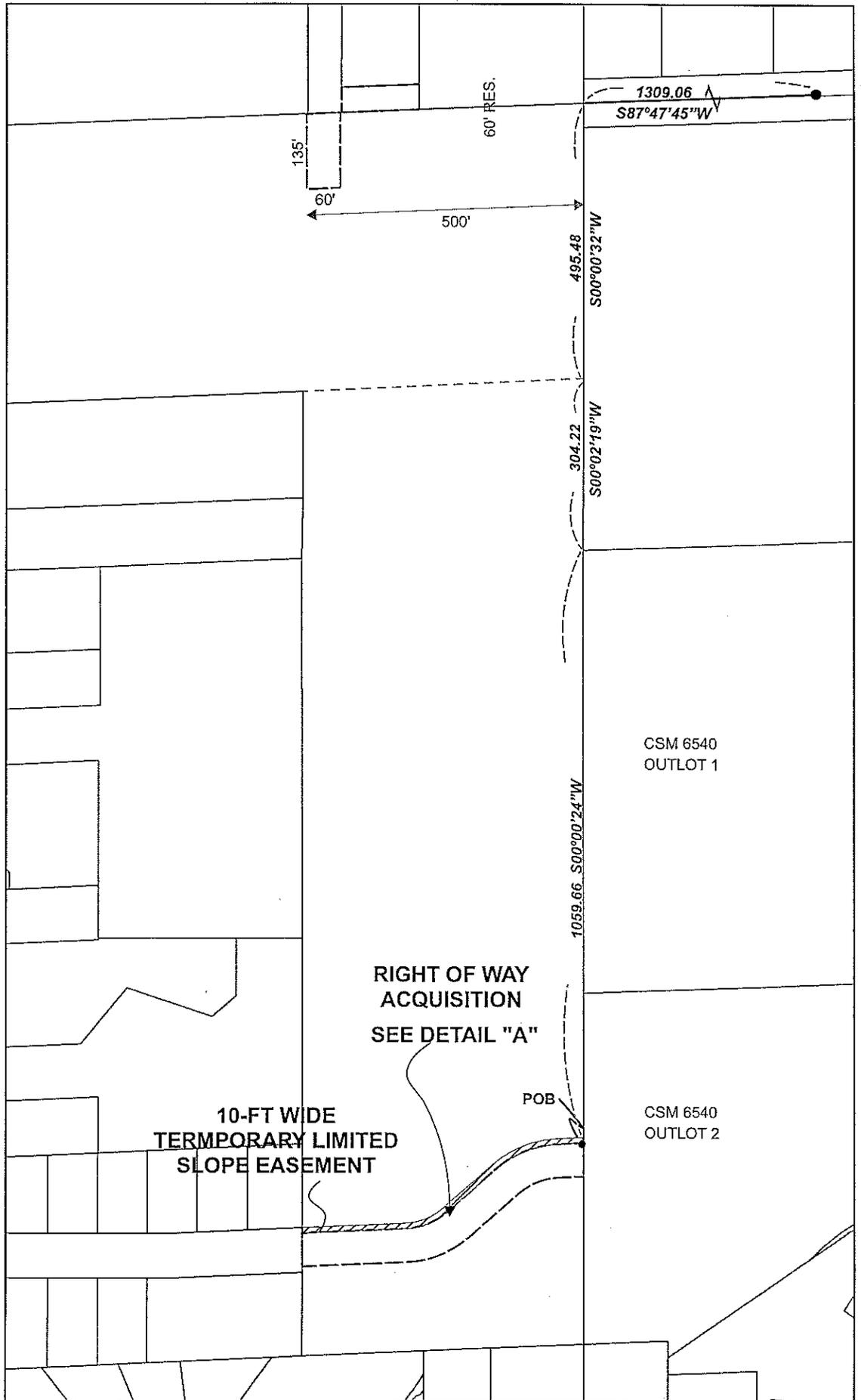
EXTENSION

PARCEL NO III



SCALE: 1" = 200'

EXHIBIT B (Depiction of the Facility)



CHECKED AND APPROVED BY: JOHN M. BENNETT, PE, CITY ENGINEER

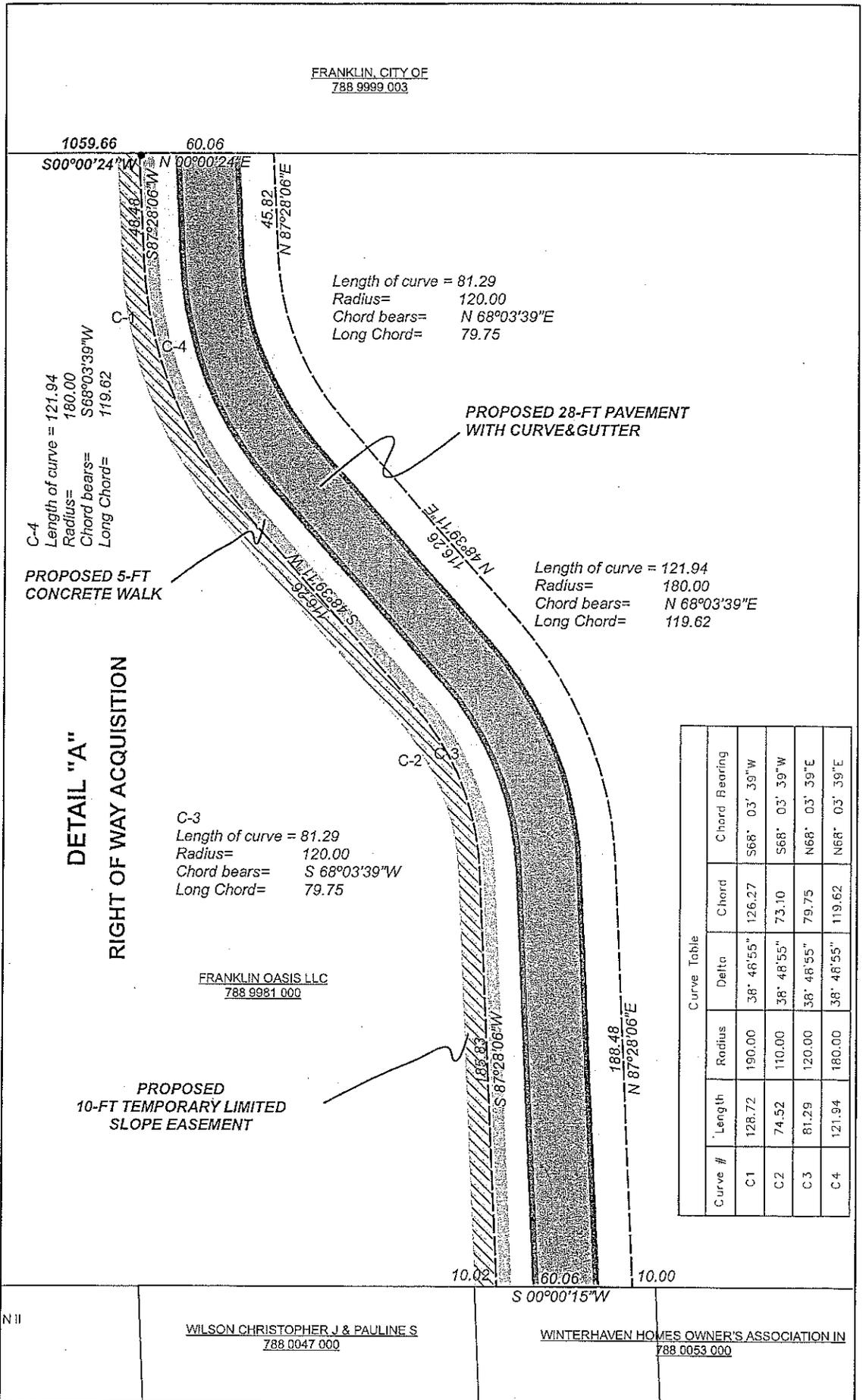
CITY OF FRANKLIN
ENGINEERING DEPARTMENT
RMA 12/11/12



SCALE: 1" = 50'

DETAIL "A"

FRANKLIN, CITY OF
788 9999 003



C-4
 Length of curve = 121.94
 Radius = 180.00
 Chord bears = S68°03'39"W
 Long Chord = 119.62

Length of curve = 81.29
 Radius = 120.00
 Chord bears = N68°03'39"E
 Long Chord = 79.75

PROPOSED 5-FT
 CONCRETE WALK

PROPOSED 28-FT PAVEMENT
 WITH CURVE & GUTTER

Length of curve = 121.94
 Radius = 180.00
 Chord bears = N68°03'39"E
 Long Chord = 119.62

DETAIL "A" RIGHT OF WAY ACQUISITION

C-3
 Length of curve = 81.29
 Radius = 120.00
 Chord bears = S68°03'39"W
 Long Chord = 79.75

FRANKLIN OASIS LLC
 788 9981 000

PROPOSED
 10-FT TEMPORARY LIMITED
 SLOPE EASEMENT

Curve Table				
Curve #	Length	Radius	Delta	Chord Bearing
C-1	128.72	190.00	38° 48'55"	S68° 03' 39"W
C-2	74.52	110.00	38° 48'55"	S68° 03' 39"W
C-3	81.29	120.00	38° 48'55"	N68° 03' 39"E
C-4	121.94	180.00	38° 48'55"	N68° 03' 39"E

N11

WILSON CHRISTOPHER J & PAULINE S
 788 0047 000

WINTERHAVEN HOMES OWNER'S ASSOCIATION IN
 788 0053 000

CHECKED AND APPROVED BY: JOHN M. BENNETT, PE, CITY ENGINEER

CITY OF FRANKLIN
 ENGINEERING DEPARTMENT
 RMA 12/11/12

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 1/22/13
Reports & Recommendations	SUBJECT: Authorization for Single Source to proceed with appraisals and acquisition for three areas needed for the extension of W. Marquette Avenue from S. 49 th Street to the west property line of the Pleasant View Elementary School and the extension of W. Evergreen Street from end of street east of S. 51 st Street to the west line of Pleasant View Elementary School	ITEM NO. <i>6.5</i>

BACKGROUND

In order to extend both W. Marquette Avenue and W. Evergreen Street, it is necessary to obtain the necessary right-of-way for said street extensions. In the past, Single Source had completed an excellent appraisal and negotiation with the result that most acquisitions were completed on a mutual agreement between the property owner and the City without court action.

ANALYSIS

It is necessary to complete two appraisals for W. Marquette Avenue and one appraisal for W. Evergreen Street. After the appraisals are complete, they will be brought before the Common Council for an approval of the initial offering prices. If the offering prices are accepted, it has been customary to offer the cost of a second appraisal - \$2,000.00 as an incentive to accept the offer. If the property owner does not agree with the appraisal, they have an opportunity to have a second appraisal completed at City cost. If a second appraisal is completed, a recommendation will be made to the Common Council as a revised offering price or a recommendation for jurisdictional offering where by the property will be acquired by the City.

OPTION

Approve

or

Table

FISCAL NOTE

The agreement with Single Source for the above 3 appraisals and acquisitions is \$9,000.00. Funds are included in the project cost for the right-of-way for each project.

RECOMMENDATION

Motion to authorize Single Source to complete three appraisals and acquisitions for the necessary right-of-way for the extensions of W. Marquette Avenue and W. Evergreen Street for a cost not to exceed \$9,000.00 as contained in their letter agreement dated January 9, 2013 and to offer a payment of \$2,000.00 if the property owner does not request a second appraisal.

JMB/sg

Encl.



SINGLE SOURCE

Turnkey Services for Eminent Domain

January 9, 2013

City of Franklin
Mr. John M. Bennett, P.E. – City Engineer
9929 West Loomis Road
Franklin, Wisconsin 53132

SU: Marquette Avenue & West Evergreen Street
City of Franklin, Milwaukee County

RE: Real Estate Costs

Dear Mr. Bennett:

We are submitting this letter to confirm availability to assist you with the subject project.

Single Source, Inc staff is available to complete three "short form" appraisals and three acquisitions for the subject projects. One parcel is residential in nature and two parcels are agricultural land / multi-family development. One parcel will have a remnant piece in the "after" condition. It is assumed that no other complicated issues are associated with the appraisals (cost-to-cure, severance or proximity issues). If it is determined at a later date that any of the appraisals involve complicated issues, the appraisal fees maybe amended. The project start and completion dates will be determined at a later date. The City of Franklin will furnish title reports (including updates if needed) for the affected properties, legal descriptions for the acquisition areas and a plat / plans for the subject projects. If there are any costs associated with obtaining partial releases of mortgages, these costs shall be considered as a pass-through to the City of Franklin. The City of Franklin will also pay for any associated recording fees.

The fees for the project are as follows:

3 appraisals @ \$1,850 per parcel:	\$5,550
3 Acquisitions @ \$1,000 per parcel:	\$3,000
Project Management:	\$ 450
TOTAL PROJECT COSTS:	\$9,000

These proposed fees are lump sum and include all expenses (excluding recording any easement documents). If the agreed upon assignment changes or the scope of the assignment changes, the contact maybe revised accordingly.

If this is acceptable, please sign the agreement and return it to our office as soon as possible. If there is a delay in rejection or acceptance of this agreement, please notify our office so that we may schedule other projects accordingly.

January 9, 2013
Page 2

Thank you for choosing Single Source, Inc for your real estate needs. We are looking forward to working with you on this project.

If you have any questions or concerns, please do not hesitate to call me at 262-789-8300, X103.

Respectfully,

Single Source, Inc.



Steve Boll
Real Estate Specialist

Date: _____ Signed: _____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE January 22, 2013
REPORTS & RECOMMENDATIONS	Property Owner Requests For Emerald Ash Borer Infested Ash Wood	ITEM NUMBER <i>G.6.</i>

The Public Works Department staff is scheduling the first clear cut of approximately 130 curbside ash trees. All ash trees infested with EAB in the Southwood East section of the city will be removed unless they have no signs of EAB (very few trees). The Southwood East area, where EAB was first identified in 2009, is now heavily infested with EAB.

The original trees removed from this area were poor structured, weak or declining trees that were not necessarily infested with EAB. This was a proactive approach to what was in store.

We have marked 30 trees for removal and dropped letters to the residents affected. In doing so, many of the residents are requesting the firewood.

The present policy for non ash tree wood cut from trees removed from roadsides is that if the abutting property owner requests the wood we will leave it for them, placing it away from the road edge near their property line.

All EAB infested wood is hauled to the Public Works yard and piled.

Due to the fact that the residents are at loss with a majority of ash trees being removed, leaving the wood for use by the abutting property owner who has signed a release form seems to be appropriate.

Staff recommends to allow abutting property owners who have an EAB infested tree removed to keep the cut wood if they sign the End User Firewood Agreement form. To control the spread of EAB it is recommended NOT to offer the wood to all residents.

COUNCIL ACTION REQUESTED

Motion to approve property owner requests for emerald ash borer infested ash wood from their abutting property, with a signed End User Firewood Agreement form.



END USER FIREWOOD AGREEMENT

The Franklin Department of Public Works strongly suggests this firewood be used at your property only, and shall not be moved, sold or transported outside of your property.

I understand as the end user of this **infested** firewood that it is my responsibility to prevent the transportation of the wood off my property. I will also follow all Wisconsin Department of Agriculture Trade and Consumer Protection (WI-DATCP) rules in regards to the handling of infested wood.

Please sign and return this letter to the Department of Public Works. No Release of wood will occur without this signed letter on file.

Name (print): _____

Address: _____

Signature: _____ Date: _____



What's Your Firewood

Hiding?

Many forest pests and diseases move to new locations on firewood. Some hide beneath the bark, others attach to the surface. They may hide for a year or two, or only for a few months. Changing the way you use firewood will help keep harmful insects and diseases out of your yard and out of Wisconsin forests and parks.



Adult emerald ash borer

Don't Move Firewood

- ✦ Don't move firewood long distances.
- ✦ Obtain firewood within 50 miles of where you plan to use it.
- ✦ Don't move firewood from areas infested with emerald ash borer.
- ✦ Rough wood products like pallets and slabs can also carry harmful insects and diseases.
- ✦ Aged firewood without bark is less risky than wood with bark.



Gypsy moth caterpillar

✦ Spread the Word

Tell your friends and neighbors not to move firewood.

It's Not Just a Forest Problem

Harmful insects and diseases can destroy trees in yards, city parks, and boulevards just as they can kill trees in rural and forest settings. In Michigan and surrounding areas, emerald ash borer has killed millions of trees in urban and forest settings.

Buy It Where You Burn It!

dnr.wi.gov/invasives ✦ 1-877-303-WOOD



PRINTED ON RECYCLED PAPER

PUB-FR-356 2007

REMOVAL NOTICE

Since the 2009 confirmed find of Emerald Ash Borer in the City of Franklin, Public Works employees have been proactive in removing weak and declining ash trees. During the Fall of 2012 the remaining curbside ash trees in your area were inspected. We have confirmed that many of these trees are infested with EAB. **Emerald Ash Borer has infested your street tree, and it is marked for removal.** To slow the spread of this pest and keep our roads safe we will be removing all infested ash tree(s) along the road. As these trees begin to decline they become brittle and pose a greater risk to the public.

The City will begin removals this Winter. In Spring the stumps will be ground out and the area landscaped. Due to the overwhelming volume of trees being removed we will only replace one tree per lot, or one tree per road frontage on corner lots. **If you have already received a replacement tree, or if you have remaining trees, another tree will not be planted.**

____ YOU **WILL** RECEIVE A REPLACEMENT TREE

____ YOU **WILL NOT** RECEIVE A REPLACEMENT TREE

If you have had a city street tree treated - please fill out the treatment form found on the city website or call Public Works for a form to complete and send to us so we may enter the information in our records.

If you have any questions I may be reached at (414) 425-2592 ext. 10 at anytime. If I am unavailable please leave a message and I will return your call as soon as possible.

Jerry Schaefer, Superintendent
City of Franklin Public Works Dept

Please Note: this is the notice that is being given to residents whose tree is slated for removal

<p>APPROVAL</p> <p><i>Slw</i> <i>MML</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/22/2013</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Franklin Senior Citizens Travel Program Update for 2012 Year End</p>	<p>ITEM NUMBER</p> <p><i>G.7.</i></p>

To fulfill the June 19, 2007 directive of the Common Council requesting that an update of the Franklin Seniors Travel Program be prepared semi-annual, with Mrs. Shirley Bird, Tour Director, reporting in January and July of each year, attached is correspondence from Mrs. Shirley Bird on 2012 trip statistics and activities.

Twelve (12) trips were taken in 2012 totaling \$8,600. Of this total amount, \$5,883 will be paid by Milwaukee County Community Development Block Grant (CDBG) Funds and \$2,717 was expended from the \$5,750 Senior Travel Program Budget for 2012.

COUNCIL ACTION REQUESTED

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

Shirley J. Bird
8904 S. 81st Street
Franklin, WI 53132
414-425-4502

RECEIVED
CITY OF FRANKLIN
2013 JAN 16 PM 12:46

January 22, 2013

Honorable Mayor and Members of the City of Franklin Common Council
9229 W. Loomis Road
Franklin, WI 53132

RE: 2012 Franklin Senior Travel Program

Ladies and Gentlemen:

2012 was a very successful and positive year for the City of Franklin Senior Travel Program.

In the calendar year of 2012, the Franklin Senior Travel Program organized twelve different trips, with very good participation from Franklin residents, both non-club and club members.

2012 Travel Program Statistics

1. Participation

- A total of 572 people took trips through the senior travel program in 2012.
(See attachment #1)
- Of that number, 325 were Franklin residents and club members, 227 were Franklin, non-member residents, and 20 were non-City residents.
- 202 different people took trips through the program in 2012.
- 108 people went on at least one trip in 2012.
- 94 people went on one or more trips.
- There were 132 men on the 12 trips and 440 women on the trips.
- Special needs people requiring walkers, canes and wheelchairs participated in trips throughout the year, 28 handicapped men and 50 handicapped women.
- Of the 20 non-Franklin residents that took trips, I collected \$200.00 for 20 non-residents, i.e. \$10 extra per person, per trip. This extra money collected from these non-residents was used to offset senior travel trip expenses. There were no trips where the bus money was included in the trip price. (See attachment #2)

2. Phone Calls and Advertising

- 132 phone calls were received requesting trip flyers and questions regarding the program during 2012. From those phone calls, 128 Franklin residents booked trips.
- The Travel Program is advertised in several locations during the year. These include the Franklin Recreation Department's Guide, the City newsletter, the City of Franklin government access TV channel under "News and Events." (See Attachment #3)

2012 Budget

- The 2012 bus budget for the Travel Program was \$9200.00. The actual cost of the 12 trips to the City of Franklin totaled \$8600.00, under budget by \$600.00. (See Attachment #4)

So . . . What's New for 2013?

- Using the budget number of \$10,000.00 for 2013, 12 trips have been planned and scheduled, with more possible, depending on budget constraints.
- A list of trips for February through May 2013 is published in the current City Newsletter.
- 2013 trips include the Fireside dinner theatre; MSOE Grohmann Museum, day in Cashton & Westby, WI visiting State Park and Amish, Clown Museum, Lost Canyon, Schauer Arts Center in Hartford, WI and Milwaukee County Zoo and much more.

If you should have questions regarding the Franklin Seniors Travel Program, please contact me at any time.

Sincerely,



Shirley J. Bird
Franklin Seniors Tour Coordinator

Enclosures

2012 FRANKLIN SENIOR TRIP EXPENSE RECAP

20 Non-Franklin Resident people paid \$10 extra \$200.00
 +0 Non-Franklin Resident people paid \$0 extra – included in trip price
 20 Non-Franklin Resident total \$200.00

DATE	DESCRIPTION	CHECK #	AMOUNT
Jan. 4, 2012	Minuteman Press (copies/flyers)	#1736	12.45
Feb. 1, 2012	Minuteman Press (copies/flyers)	#1740	4.65
Mar. 7, 2012	Minuteman Press (copies/flyers)	#1746	15.05
Mar. 31, 2012	Shirley Bird (Reimb. for stamps Feb. & Mar. 2012)	#1754	36.00
Apr. 4, 2012	Minuteman Press (copies)	#1755	7.85
Apr. 23, 2012	Minuteman Press (copies/flyers)	#1758	8.55
May 2, 2012	Minuteman Press (copies/2012 calendar)	#1759	36.25
June 6, 2012	Minuteman Press (copies/flyers)	#1766	13.75
June 6, 2012	Minuteman Press (copies/flyers/letter)	#1767	50.00
July 2012	NONE	NONE	NONE
Aug. 1, 2012	Minuteman Press (copies/flyers))	#1778	14.00
Sept. 5, 2012	Minuteman Press (copies)	#1784	7.25
Oct. 4, 2012	Minuteman Press (copies & 2013 flyers)	#1791	36.05
Nov. 7, 2012	Minuteman Press (copies/flyers)	#1797	11.20
Nov. 9, 2012	Shirley Bird (Reimburse for stamps & supplies)	#1798	45.00
Dec. 2012	NONE	NONE	NONE
	TOTAL EXPENSES FOR 2012		\$298.05
	Less extra money collected from Non-Residents		(200.00)
	Balance from Franklin Seniors Checking Acct.		\$ 98.05

**Reiki Level 1
Adults**

Join Reiki Master Teacher Rhiana Tehan in this certificated Usui Reiki Ryoho Reiki Level One course. Reiki is a Japanese form of stress reduction and relaxation that also promotes healing. It is a natural and proven technique designed to unblock and direct energy flow thereby balancing your body's energy. This course is designed to instruct and attune students in Reiki, so that they may give treatments to themselves as well as others. Class will be a combination of instruction, meditation, journaling, attunement, and hands-on practice. Reiki is simple and easy to learn and there are no prerequisites. Those who use Reiki regularly often find they are more joyful and their own energy is enhanced. Please bring your own lunch.

MEETS: Saturday, February 23
TIME: 9:00 AM – 5:00 PM **CODE:** CEWE168-8

OR

MEETS: Saturday, April 13
TIME: 9:00 AM – 5:00 PM **CODE:** CEWE168-9

FEE: Franklin Resident \$150
Non-Resident \$220

LOCATION: Franklin High School – Library (upper south entrance)

ENROLLMENT: Max. 8

INSTRUCTOR: Rhiana Tehan, Reiki Master/Teacher

**Reiki Level 2
Adults**

Are you ready to take your Reiki to the next level? Join Reiki Master Teacher Rhiana Tehan in Reiki Level Two. This class is designed to attune students to Reiki Level Two. Students will learn, practice and use the three ancient healing symbols. Class will be a combination of lecture, discussion, meditation, and hands-on practice. If you already have Reiki and are looking to increase your Reiki energy and the ways to use it, this class is for you. Students will be Usui Reiki Ryoho certified. Please bring your own lunch for the Saturday class.

MEETS: Saturday, March 23
TIME: 9:00 AM – 5:00 PM **CODE:** CEWE250-3

OR

MEETS: Tuesday, May 14 and 21
TIME: 5:00 – 9:00 PM **CODE:** CEWE250-4

FEE: Franklin Resident \$150
Non-Resident \$220

LOCATION: Franklin High School – Library (upper south entrance)

ENROLLMENT: Max. 8

INSTRUCTOR: Rhiana Tehan, Reiki Master/Teacher

SENIOR CITIZENS

See specific Senior Citizen information about the Monthly Luncheon and Monthly Social on our website www.franklin.k12.wi.us. Recreation tab, and then Additional Programs/classes tab.

CITY OF FRANKLIN SENIOR TRAVEL PROGRAM

RESERVATIONS:

Must be a Franklin resident and 55 years of age or older. Reservations: accepted on a **first come first served basis. No phone reservations. Full payment guarantees your reservation.**

REFUNDS

No refunds given after the deadline unless your ticket can be resold.

NON RESIDENT

Non residents of Franklin may participate in tours **if space is available after deadline of the trip.** The cost is \$10 more, if space is available.

INSURANCE

The City of Franklin or The Franklin Senior Citizen, Inc. Club does not provide medical insurance or hospitalization coverage for people participating in tours or activities.

CANCELLATIONS

Tours may be cancelled due to weather or lack of interest.

ALL TRIPS HAVE LIMITED SEATING. Trips depart from the NE corner of Pick 'n Save parking lot at 76th & Rawson.

Questions or more information on trips, call
Shirley Bird, 425-4502

FEBRUARY 15

Uniquely Milwaukee – Tour the Grohmann Museum, located on the MSOE campus. Visit 3 floors of galleries where the Grohmann Man at work art collection is displayed. Lunch at Miss Katie's, 1950 inspired diner. Next is 2 games of mini bowling at Koz's Mini Bowl. Final stop. Leon's Custard for a one topping sundae.

Resident \$59 Non-Resident \$69

Reservation Deadline: January 10

MARCH 13

Footloose – Lunch and show at the Fireside Dinner Theater.

Resident \$66 Non-Resident \$76

Reservation Deadline: February 6

APRIL 16

Down a Country Road – Our travels take us to Cashton and Westby, WI. See the Kickapoo River and drive through Wildcat Mountain State Park. Buffet lunch at Borgens Cafe! – Continuing our journey with a local guide, we will explore the Amish Community of Cashton and learn their customs.

Resident \$49 Non-Resident \$59

Reservation Deadline: March 7

MAY 8

Annie Get Your Gun – Lunch and show at Fireside Dinner Theater.

Resident \$66 Non-Resident \$76

Reservation Deadline: April 3

Look for up and coming Senior trips in the next issue of the Franklin Recreation Department Guide.

The Franklin Senior Citizen Club is open to ALL Franklin Residents who are 55 years of age or older. Luncheon: First Wednesday of each month at Clifford's Supper Club (10418 W. Forest Home Ave, Hales Corners). Social: Third Wednesday of each month at Noon at Brenwood Park Senior Apartments (9501 W. Loomis Road). Membership Fee is \$15 per year. For information, contact Fred Knuettel 414-421-2603.

Franklin Senior Walking Club

Meets: 9:00 – 11:00 AM every Thursday at Milwaukee Sports Complex, 60th and Ryan Road

Dues: \$5.00 (includes T-shirt)

Contact: Russ Sepanski at 414-425-7984

Received Dec 6, 2012

Franklin Senior Citizens Club

Open to Franklin Residents 55 Years of Age & Older



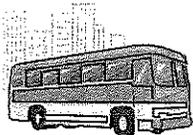
Becoming a Member

The Franklin Senior Citizens Club is open to all Franklin residents who are 55 years of age or older. Activities include luncheons, holiday parties, guest speakers, movies, card playing, and social camaraderie. Annual dues are \$15 per person. A **business meeting luncheon** is held the first Wednesday of each month at 11 a.m. at Clifford's Supper Club, 10418 W. Forest Home Avenue, Hales Corners. A **social luncheon** is held the third Wednesday of each month at Noon at Brenwood Park Senior Apartments, 9501 W. Loomis Road, Franklin. For more information or reservations, contact Fred Kneuppel at 421-2603.

Franklin Seniors Walking Club

Meets 9 a.m. to 11 a.m. every Thursday at Milwaukee County Sports Complex, 6000 W. Ryan Road. Dues: \$5 (includes T-shirt). Contact Russ Sepanski at 425-7984 for more details.

Elder Link—24-hour resource center for older adults. Call 289-6874 for senior or family care and meal site information.



City of Franklin Senior Travel Program

Looking to meet new friends and enjoy traveling? Then the Franklin Senior Travel Program is for YOU!

Reservations: Open to all Franklin residents who are 55 years of age and older. Accepted on a first come/first serve basis. No phone reservations. Full payment guarantees your reservation.

Refunds: No refunds are given after the RSVP deadline unless your ticket can be resold.

Non-Resident: Non-residents may participate in tours if space is available after the deadline date of the trip. All trips have limited seating. Non-residents pay an additional \$10 cost.

Insurance: The City of Franklin and the Franklin Senior Citizens Club do not provide medical insurance or hospitalization coverage for participants in tours or activities.

Cancellations: Tours may be cancelled due to weather or lack of registrations.

January—May 2013 Trips

Jan. 23 "Sizzlin' 60's"—Fireside Dinner Theater
Lunch and show at the Fireside Dinner Theater, Fort Atkinson. **RSVP Deadline: Dec. 19. Cost: \$66 Resident / \$76 Non-Resident.**

Feb. 15 Uniquely Milwaukee—Milwaukee, WI
First stop will be Grohmann Museum located on the MSOE Campus. Visit 3 floors of galleries where the Grohmann "Man at Work" art collection is displayed. Lunch at Miss Katie's 1950 inspired diner of BBQ Ribs, Fried Chicken, Au gratin potatoes, salad, vegetable, cheesecake. Next, bowl two games at Koz's Mini Bowl (pins are smaller and the balls fit in the palm of your hand). Final stop will be Leon's Frozen Custard for a one-topping sundae. **RSVP Deadline: Jan. 10. Cost: \$59 Resident / \$69 Non-Resident.**

Mar. 13 "Footloose"—Fireside Dinner Theater
Lunch and show at the Fireside Dinner Theater, Fort Atkinson. **RSVP Deadline: Feb. 6. Cost: \$66 Resident / \$76 Non-Resident.**

Apr. 16 Down a Country Road—Cashton, WI
Travel to Cashton and Westby, Wisconsin, just outside LaCrosse. See the Kickapoo River and drive thru Wildcat Mountain State Park. First stop will be Borgens Café in Westby for a buffet style lunch of meatballs in beef gravy, baked chicken, potatoes, vegetable, coleslaw, cottage cheese, pie, and beverage. Next, continue the journey with a local guide to explore the Amish Community of Cashton and learn their customs. Returning home will include a stop where you can purchase dinner if like. **RSVP Deadline: Mar. 7. Cost: \$49 Resident / \$59 Non-Resident.**

May 8 "Annie Get Your Gun"—Fireside Theater
Lunch and show at the Fireside Dinner Theater, Fort Atkinson. **RSVP Deadline: April 3. Cost: \$66 Resident / \$76 Non-Resident.**

All trips depart from the Northeast corner of Pick 'N Save parking lot at 76th Street & Rawson Avenue (unless otherwise noted). Contact Shirley Bird, Tour Director, at 425-4502 with questions.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/22/13
REPORTS & RECOMMENDATIONS	Authorization for the Planning Manager to Enter into a 4-Year Lease Agreement with Sharp Electronics Corporation for the Planning Department's Copier	ITEM NUMBER <i>6.8.</i>

BACKGROUND

The Planning Department's current black and white copier/printer/scanner is nine years old and has been malfunctioning more often, particularly during the past year. This machine was purchased in December 2003 for \$7,520.

ANALYSIS

After analysis of Department requirements in a new unit (scanner resolution, unit copier speed, and volume [number of copies] produced), it was determined that Band 10 of the State of Wisconsin Digital Copier Contract met the above noted requirements. The Planning Department met with and obtained quotes, based on the State contracts, from Ricoh Business Solutions and Office Copying Equipment, Ltd. (Sharp copier vendor).

The Sharp copier annual lease cost, for a 4 year lease, is \$1,621.08, \$474.00 less than the Ricoh.

It can be noted that both vendors include a full service maintenance contract with the purchase/lease of a new machine as well as network printing and full color network scanning at no additional charge. It can also be noted that the Engineering and Inspection Departments both lease Sharp copiers and have indicated they are pleased with the reliability of their machines.

FISCAL NOTE

Funds are available in the Planning Department's 2013 budget for a copier, although they were set aside in the Department's Capital Outlay Budget and did not specify a lease. Nonetheless, due to a vacancy in the Department, appropriations are available in the Department's operating budget to cover the lease payments, and as such, a budget modification would not be necessary. The subject lease commits the City to \$1,621.08 per year for the next 4 years.

RECOMMENDATION

Staff recommends entering into a four year lease with Sharp Electronics Corporation for the Sharp MX-3110N Digital Black & White/Full Color copier for \$1,621.08 per year.

COUNCIL ACTION REQUESTED

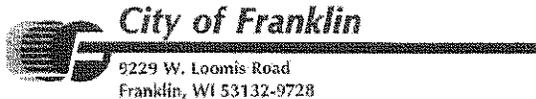
Motion to authorize the Planning Manager to enter into a 4-year lease agreement with Sharp Electronics Corporation for a Sharp MX-3110N Digital Black & White/Full Color copier with a base price of \$1,621.08 per year.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/22/2013</p>
<p>Licenses and Permits</p>	<p>Miscellaneous Permits</p>	<p>ITEM NUMBER</p> <p><i>H.1.</i></p>

See attached list from meeting of January 22, 2013

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Alderman's Room

January 22, 2013 – 6:00 pm

1.	Call to Order & Roll Call	Time		
2.	License Application Reviews			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2012-13 6:00 p.m.	Doucette, Nora M 3637 S 123 rd St Greenfield, WI 53228 The Landmark			
Operator 2012-13 6:05 p.m.	Fabre, Tina M 1557 S 5 th St Milwaukee, WI 53204 Wal-Mart			
Operator 2012-13	Hosseini, Shane Z 1158 N 50 th St Milwaukee, WI 53208 Gus' Mexican Cantina			
Operator 2012-13	Leannais, Kimberly D W182 S8450 Racine Ave A7 Muskego, WI 53150 Country Lanes			
Operator 2012-13	Najera, Ali L 8627 W Cascade Dr Franklin, WI 53132 Employer to be determined			
Operator 2012-13	Schultz, Mary A 2664 Hidden Dr St Francis, WI 53235-5452 CVS Pharmacy			
3.	Adjournment	Time		

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

APPROVAL <i>Slw</i> <i>CAF</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/22/13
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I.1.</i>

Provided for Council approval is a list of vouchers dated January 22, 2013 Nos. 145711 through 145907 in the amount of \$ 1,242,506.93. Included in this listing is \$ 575.12 in library vouchers.

The net city vouchers for January 22, 2013 are \$ 1,241,931.81.

Approval is requested for the net payroll dated January 11, 2013 in the amount of \$ 385,971.78.

COUNCIL ACTION REQUESTED

Motion approving net City vouchers in the range Nos. 145711 through Nos.145907 in the amount of \$ 1,241,931.81 dated January 22, 2013.

Motion approving net payroll dated January 11, 2013 in the amount of \$ 385,971.78.