

CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, MARCH 18, 2014, 6:30 P.M.

- A. Call to Order and Roll Call
- B.
 - 1. Citizen Comment Period
 - 2. Announcements from Mayor Taylor of upcoming community events & news items:
 - a. 2014 Community Guide and Business Directory from the South Suburban Chamber of Commerce, including the ad for the City of Franklin.
- C. Approval of Minutes
 - 1. Approval of regular meeting of March 4, 2014.
- D. Hearings
- E. Organizational Business
- F. Letters and Petitions
- G. Reports and Recommendations
 - 1. Resolution Authorizing Certain Officials to Execute an Agreement for the Installation of a Cassidian Phone System in the Franklin Law Enforcement Center with Bay Communications, Inc. (Baycom).
 - 2. Agreement with Milwaukee County Emergency Medical Services (EMS) allowing the Franklin Fire Department to operate as a training site for American Heart Association classes.
 - 3. Authorization for a \$400 monthly vehicle allowance for Fire Chief Remington in lieu of regular use of a take-home vehicle.
 - 4. Resolution Authorizing the Transfer of the Developer's Rights and Obligations Under the Development Agreement for Fountains of Franklin Upon Assumption Thereof and Amendment Thereto by Blind Squirrel Development, LLC (Verdure Park) (5600 West Rawson Avenue).
 - 5. Ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from I-1 Institutional District to R-6 Suburban Single-Family Residence District (7901 W. Imperial Drive) (approximately 0.13 acres) (Creative Homes, Inc., applicant).
 - 6. Request for decision on the proposed design cross-section (width of pavement, shoulder and ditch sections, etc.) for the reconstruction of S. North Cape Road from Hi View Drive to W. Forest Home Avenue.
 - 7. Request from Engineering Department to authorize staff to construct a crosswalk on S. 51st Street south of W. Highland Drive.
 - 8. Resolution Authorizing Certain Officials to Execute a Memorandum of Understanding for the Installation and Maintenance of Dugouts for and the use of the Softball Fields Located South of the City of Franklin Department of Public Works Facility at 7979 West Ryan Road.
 - 9. Resolution Authorizing Certain Officials to Execute a Memorandum of Understanding for the 2014 Use of the Softball Fields Located South of the City of Franklin Department of Public Works Facility at 7979 West Ryan Road with Franklin Force, Incorporated.

10. Authorization for use of \$21,194 of Contingency expenditure appropriations for the repair of a 2007 Sterling Plow Truck and for the release of payment for the repair.
11. South 27th Street Corridor: Wisconsin Department of Transportation U.S. 241 Reconstruction Project and the South 27th Street Corridor Streetscape Plan; Memorandum of Understanding with the City of Oak Creek regarding cost sharing.
12. Resolution authorizing an officer to declare official intent in relation to reimbursement of expenditures with proceeds of a borrowing for federal income tax purposes.
13. January 2014 monthly financial report.
14. City of Franklin v. Legend Creek, LLC and PNC Bank related to the enforcement of a Raze Order for certain buildings located at 9745 W. Loomis Road (Tax Key No. 840-9997-002), 9661 W. Loomis Road (Tax Key No. 840-9997-003) and 9821 W. Loomis Road (Tax Key No. 840-9994-001). The Common Council may enter closed session pursuant to § 19.85(1)(g), Wis. Stats., to confer with the City Attorney's office, as legal counsel for the Common Council, who are rendering advice concerning strategy to be adopted by the Council with respect to litigation in which it is involved concerning the enforcement of the City's raze orders for the buildings located on 9745 W. Loomis Road (Tax Key No. 840-9997-002), 9661 W. Loomis Road (Tax Key No. 840-9997-003) and 9821 W. Loomis Road (Tax Key No. 840-9994-001), including but not limited to discussion of granting an extension to the time to answer the complaint for the defendants so as to discuss possible settlement options among the parties, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
15. Franklin Business Park Storm Water Pond Retrofit project dredged materials deposit and site location; Amendment to the November 17, 2011 Escrow Agreement between the Common Council and the Community Development Authority to fund the completion and resolution of same. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate the Franklin Business Park Pond Retrofit project dredged materials deposit and site location, and the investing of public funds and governmental actions in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H Licenses and Permits

1. Miscellaneous Licenses.

I. Bills

1. Vouchers and Payroll approval.

J. Adjournment

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

**Notice is given that a majority of the Forward Franklin Economic Development Commission and Plan Commission may attend this meeting to gather information about an agenda item over which the Forward Franklin Economic Development Commission and Plan Commission have decision-making responsibility. This may constitute a meeting of the Forward Franklin Economic Development Commission and Plan Commission per State ex rel. Badke v. Greendale Village Board, even though the Forward Franklin Economic Development Commission and Plan Commission 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:

March 20	Plan Commission	7:00 p.m.
March 31	Committee of the Whole and Common Council	6:30 p.m.
April 1	Spring Election	7 a.m.-8 p.m.
April 15	Common Council	6:30 p.m.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/18/14
ANNOUNCEMENTS	2014 Community Guide and Business Directory from the South Suburban Chamber of Commerce, including the ad for the City of Franklin	ITEM NUMBER <i>B, 2, a.</i>

The Common Council previously directed that an ad be purchased in and placed in the South Suburban Chamber Membership Directory. Release of the directory online was announced March 11th. It is available at <http://dhnichepublishing.uberflip.com/i/272851>. Hard copies are expected to be provided to the City on March 15, a copy of which will be attached to the Common Council packet if available. A copy from that Council Action Sheet is incorporated below for easy reference.

The City purchased the back cover location. The ad should look familiar as it borrows heavily from the Forward Franklin Economic Development Committee's website. Both the main image and the main message come from that website. The remainder of the space was tailored to match that same message. An economic development theme was selected based upon the discussion that occurred when purchasing the ad was initially authorized.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/2013
REPORTS & RECOMMENDATIONS	Solicitation of the City of Franklin to be Included in the South Suburban Chamber of Commerce "Membership Directory & Community Guidebook"	ITEM NUMBER

The South Suburban Chamber of Commerce prepares a "Membership Directory & Community Guidebook," a copy of which is attached. The Chamber partners with the Daily Herald Media Group that prepares and publishes these manuals. They sell advertising in the manuals, a portion of which (15%) is returned to the Chamber as a fundraiser for the Chamber. The attached brochure shows their sales program for the booklet. For the last booklet the company did not solicit Franklin or Oak Creek but is soliciting to include them this year. Following are some main points of interest.

- A half-panel advertisement costs \$1,795 or a quarter-panel advertisement costs \$895.
- 1,500 copies will be mailed directly to all businesses in Franklin and Oak Creek.
- 2,200 copies will be mailed to new residents (new within the past three years).
- Copies are made available for distribution at businesses or at City Hall.
- The Daily Herald Media Group will help the City develop the ad at no additional cost, if needed.
- Note that the internal map in the current version will be expanded to be a full 8-panel fold-out map.

For contextual reference, I have attached a photocopy of the City of Muskego's ad and City of Wauwatosa's ad used in their respective chamber's booklets.

If the City desires to move forward and place an ad, advertising space should be reserved by making payment. The ad is supposed to be completed by the end of July for inclusion in the 2014 book, with a planned mailing in January of 2014. If directed to proceed without any further direction, the process would be considered administrative in nature and the ad would be prepared under the general oversight of the Mayor.

Funding: The Economic Development section of the Planning Department budget has \$3,500 for "Other Professional Services," which appropriation could be authorized by the Common Council for this purpose.

COUNCIL ACTION REQUESTED

No action Required.

BLANK PAGE

CITY OF FRANKLIN
COMMON COUNCIL MEETING
MARCH 4, 2014
MINUTES

- | | | |
|---|--------|---|
| ROLL CALL | A. | The regular meeting of the Common Council was held on March 4, 2014 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 Mark Dandrea, Daniel M. Mayer, Kristen Wilhelm, Steve Taylor, Doug Schmidt, and Ken Skowronski. Also present were City Engineer John M. Bennett, Director of Administration Mark Luberd, City Attorney Jesse Wesolowski and City Clerk Sandra Wesolowski. |
| CITIZEN COMMENT | B.1. | Citizen comment period was opened at 6:33 p.m. and closed at 6:50 p.m. |
| PROCLAMATION
ARBOR DAY | B.2.a. | Mayor Taylor noted a Proclamation which designates May 3, 2014 as Arbor Day in the City of Franklin. |
| COMMENDING
NEIGHBORING FIRE
DEPARTMENTS | B.2.b. | Mayor Taylor noted a letter from Franklin Fire Chief Adam Remington commending neighboring departments for cooperation in fighting a recent Franklin fire. |
| APPROVAL OF
MINUTES-2/18/14 | C.1. | Alderman Mayer moved to approve the minutes of the regular meeting of February 18, 2014, as corrected at Item G.13. Seconded by Alderman Schmidt. All voted Aye; motion carried. |
| PUBLIC HEARING
SPECIAL ASSESSMENT
W. ST. MARTINS RD. | D.1. | A public hearing was called to order at 7:22 p.m. on the special assessment for installation of water main in W. St. Martins Road from S. Chapel Hill Drive to a point 440 ft. southeast of S. Chapel Hill Drive and was closed at 7:30 p.m. |
| ORD. NO. 2014-2134
FEES FOR ADVANCED
LIFE SUPPORT
SERVICES | G.1. | Alderman Mayer moved to adopt Ordinance No. 2014-2134, AN ORDINANCE TO AMEND THE MUNICIPAL CODE AS IT PERTAINS TO FEES FOR ADVANCED LIFE SUPPORT SERVICES. Seconded by Alderman Skowronski. All voted Aye; motion carried. |
| OPEN COMMON
COUNCIL ITEMS
(AS OF 2/2014) | G.2. | Alderman Mayer moved to suspend the regular order of business to allow Steve Olson to speak. Seconded by Alderman Dandrea. All voted Aye; motion carried.
Alderman Taylor moved to return to regular order of business. Seconded by Alderman Mayer. All voted Aye; motion carried.
No action was taken on an update of open Common Council items. |
| CONCEPT REVIEW
JOHN O'MALLEY,
APPLICANT | G.3. | No action was taken regarding a concept review for a proposed senior/civic center use at the Orchard View Shopping Center (approximately 7140 S. 76th Street)(John O'Malley, Applicant). |

- SPECIAL ASSESSMENT
INSTALLATION OF
WATER MAIN ON W. ST.
MARTINS RD. G.4. Alderman Skowronski moved to table, until the Aldermen for the affected districts bring back, A FINAL RESOLUTION DIRECTING INSTALLATION OF, PAYMENT AND LEVY OF SPECIAL ASSESSMENT FOR INSTALLATION OF WATER MAIN IN W. ST. MARTINS ROAD FROM S. CHAPEL HILL DRIVE TO A POINT 440 FT. SOUTHEAST OF S. CHAPEL HILL DRIVE. Seconded by Alderman Mayer. All voted Aye; motion carried.
- AWARDING CONTRACT
TO WANASEK CORP. G.5. Alderman Taylor moved to refer to staff to return prior to bid expiration A RESOLUTION AWARDING CONTRACT IN THE AMOUNT OF \$117,360.00 TO THE WANASEK CORP. FOR THE EXTENSION OF WATER MAIN IN W. ST. MARTINS ROAD FROM S. CHAPEL HILL DRIVE TO A POINT 440 FEET SOUTHEAST OF S. CHAPEL HILL DRIVE). Seconded by Alderman Skowronski. All voted Aye; motion carried.
- RES. NO. 2014-6969
2014 BITUMINOUS AND
AGGREGATE MATERIAL
BID G.6. Alderman Taylor moved to adopt Resolution No. 2014-6969, A RESOLUTION AWARDING 2014 BITUMINOUS AND AGGREGATE MATERIAL CONTRACTS. Seconded by Alderman Schmidt. All voted Aye; motion carried.
- SPECIAL USE
11113 W. FOREST HOME
AVE. (OMS PROPERTIES
LLC., APPLICANT) G.7. Alderman Skowronski moved to deny A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A TRUCK REPAIR AND TOWING BUSINESS USE UPON PROPERTY LOCATED AT 11113 WEST FOREST HOME AVENUE (OMS PROPERTIES LLC, APPLICANT) based on the proposed use will not be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan, that it will have an undo adverse impact upon adjoining property, that it will interfere with the development of neighboring property, and that it will cause undo traffic congestion (See 15-3.0701 of the Unified Development Ordinance). Seconded by Alderman Taylor. All voted Aye; motion carried.
- ADDENDUM TO
RESOLUTION
APPROVING SPECIAL
USE PERMIT AT 6951 S.
LOVERS LANE RD.
(STORAGE MASTER,
LLC, APPLICANT) G.8. Alderman Skowronski moved to adopt an Addendum to Resolution No. 2014-6957, an addendum to self storage facility use Special Use permit to allow for parking not more than three vehicles, not exceeding 13,000 pounds Manufactured Gross Vehicle Weight at 6951 South Lovers Lane Road)(Storage Master, LLC, Applicant). Seconded by Alderman Taylor. All voted Aye; motion carried.

EASEMENT FOR DECK
CONSTRUCTION (9200 S.
48TH ST.)

G.9. Alderman Taylor moved to adopt A RESOLUTION AUTHORIZING CONSTRUCTION OF A DECK WITHIN THE 50 FOOT OPEN SPACE BUFFER EASEMENT UPON LOT 13 IN CARDINAL HEIGHTS SUBDIVISION (9200 SOUTH 48TH STREET)(ANANT NATEKAR, APPLICANT). Seconded by Alderman Skowronski. On roll call, Aldermen Mayer, Taylor and Skowronski voted Aye; Aldermen Dandrea, Wilhelm and Schmidt voted No. Motion failed due to lack of a majority vote. Alderman Schmidt moved to deny a Resolution authorizing construction of a deck within the 50 foot open space buffer easement upon lot 13 in Cardinal Heights Subdivision (9200 South 48th Street)(Anant Natekar, applicant) due to the requested release of open space buffer because there are other alternatives available, because the proposed need for the encroachment is self-imposed, and pursuant to the reasons set forth in the Department of City Development report for the meeting of February 20, 2014. Seconded by Alderman Dandrea. On roll call, Aldermen Schmidt, Wilhelm and Dandrea voted Aye; Aldermen Skowronski, Taylor and Mayer voted Aye. Mayor Taylor broke the tie by voting Aye. Motion carried.

2013 ANNUAL REPORT
PLANNING DEPT.

G.10. The Planning Department 2013 Annual Report, review of permits and Applications, special projects and community growth issues (2009 through 2013 overview included) was placed on file by a motion by Alderman Schmidt, seconded by Alderman Skowronski. All voted Aye; motion carried.

2014 MILW. CO.
COMMUNITY DEV.
ACTION PLAN

G.11. A draft 2014 Milwaukee County Community Development Action Plan was presented and no action was taken.

DONATION REQUEST
SOUTH SUBURBAN
CHAMBER OF
COMMERCE

G.12. Alderman Wilhelm moved to direct the City Clerk to enter a payment request to the South Suburban Chamber of Commerce in the amount of \$300 as a donation to offset the costs associated with the Chamber's "Healthy Eating Week" event scheduled for the purpose of partnering with area restaurants to take place June 1-7, 2014, funded from Account 01.0102.5219 (Aldermen - Other Professional Services). Seconded by Alderman Dandrea. All voted Aye; motion carried. Alderman Mayer abstained.

STATUS OF OPEN
COMPLAINTS

G.13. No action was taken regarding the status of open complaints; however, Mayor Taylor directed the Director of Administration to remove this version of the report from the City's website.

CLAIM FROM
WITTLIEFF, 7517 S. 74TH
ST.

G.14. Alderman Taylor moved to deny the claim of James and Barbara Wittlieff alleging sustained water damage to their basement walls as a result of the City's negligence in stopping a water main leak back in November 2012 pursuant to Wisconsin Statute 893.80(1g), based upon and in concurrence with the insurance adjuster that the investigation revealed that the City of Franklin was not negligent or liable for this incident and thereby would be afforded immunity, as discussed in the Council Action Sheet. Seconded by Alderman Dandrea. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

H.1. Alderman Taylor moved to grant the following licenses:

Operator License to Kamran, Mohammad Ali, 5012 S. 58th St., Greenfield;

Class B Combination Reserve License for 2013-14 to Bhagvati Enterprise LLC, d/b/a: Indian Buffet, 7107 S. 76th St., Surjit Singh, Agent; and moved to deny the application for a grant upon relatively detailed review by the License Committee that it did not meet the standards required to support such type of a grant approval under Sec. 169-3. of the Municipal Code;

Temporary Class B Beer & Wine to St. Martin of Tours Parish School, Person in Charge: Jeanne Johnson at 7933 S. 116th St. for Spaghetti Dinner on 3/15/14;

Also moved to hold Operator License for Ramirez, Casey L., 8134 S. 58th St. and Strucel-Dzioba, Sandra L., 10115 W. Coldspring Rd. #B107, Greenfield, both subject to appearing before the License Committee. Seconded by Alderman Dandrea. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

I.1. Alderman Mayer moved to approve net general checking account City vouchers in the range Nos. 151224 through 151357 in the amount of \$11,785,942.27 dated February 24, 2014 through February 27, 2014. Seconded by Alderman Taylor. On roll call, all voted Aye. Motion carried.

Alderman Skowronski moved to approve net general checking account City vouchers EFT's Nos. 2547 through Nos. 2550 in the amount of \$120,247.94 dated February 28, 2014. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

Alderman Schmidt moved to approve net payroll dated March 7, 2014 in the amount of \$328,596.51 and payroll deductions and City matching payments of \$214,942.43. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

Alderman Skowronski moved to approve property tax refunds in the range of Nos. 13263 through Nos. 13264 in the amount of \$5,715.45 dated March 3, 2014. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

Franklin Common Council

3/04/14

Page Five

ADJOURNMENT

J. Alderman Taylor moved to adjourn the meeting at 9:10 p.m.
Seconded by Alderman Mayer. All voted Aye; motion carried.

BLANK PAGE

<p>APPROVAL</p> <p><i>3lw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>March 18, 2014</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution Authorizing Certain Officials to Execute an Agreement for the Installation of a Cassidian Phone System in the Franklin Law Enforcement Center with Bay Communications, Inc. (Baycom)</p>	<p>ITEM NUMBER</p> <p><i>6.1.</i></p>

Attached is a copy of the proposed contract. The contract price of \$162,967.00 (without any change orders) is provided for in the 2014 Budget.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute an Agreement for the Installation of a Cassidian Phone System in the Franklin Law Enforcement Center with Bay Communications, Inc. (Baycom).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2014-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT FOR THE INSTALLATION OF A CASSIDIAN PHONE SYSTEM IN THE FRANKLIN LAW ENFORCEMENT CENTER WITH BAY COMMUNICATIONS, INC. (BAYCOM)

WHEREAS, the Police Department reviewed its phone system and communications needs and upon its review has recommended the purchase and installation of a Cassidian phone system to maintain and improve the communications systems within the Franklin Law Enforcement Center by way of contract with Bay Communications, Inc. (Baycom); and

WHEREAS, the Common Council having reviewed such Departmental needs and the proposed agreement and having found such agreement to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the agreement for the purchase and installation of a Cassidian phone system with Bay Communications, Inc. (Baycom), in such 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 _____, 2014.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

APPROVED:

ATTEST:

Thomas M. Taylor, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

TERMS AND CONDITIONS

THIS SET OF TERMS AND CONDITIONS (the "Agreement") governs all goods and services Bay Communications, Inc. ("Baycom") provides to a customer of Baycom ("Customer") pursuant to the terms of an Acknowledgment of Order (the "Acknowledgment") which Baycom and the Customer have executed for equipment, systems or services.

SECTION 1 – DEFINITIONS. "Agreement" means this Agreement and each Acknowledgment which Baycom and Customer execute, together with any attachments (collectively the "Attachments") affixed to each Acknowledgment. "Equipment" means the equipment that is specified in any Acknowledgment or that is subsequently added to any Acknowledgment. "Service(s)" means those installations, maintenance, repair, support, training, and other services referred to in each Acknowledgment.

SECTION 2 – ACCEPTANCE. Customer agrees to accept the terms of this Agreement and to pay the prices set forth in each Acknowledgment. The terms and conditions set forth in this Agreement and each Acknowledgment will become binding only when accepted in writing by Baycom. The term of this Agreement will commence on the date specified in each Acknowledgment, including any Attachment to the Acknowledgment ("Start Date").

SECTION 3 – SCOPE OF SERVICES. A. Baycom will provide the Services generally described in each Acknowledgment. Certain Services may require more particular description or definition, or may require a detailed Statement(s) of Work ("SOW") attached to each Acknowledgment. If particular descriptions or detailed SOWs are required, and are therefore attached to an Acknowledgment, Customer hereby agrees to be bound by any additional terms included in those Attachments, which are fully incorporated in each Acknowledgment. B. Baycom may also provide additional services ("Additional Services") at Customer's request, which shall be specified in either an Acknowledgment or SOW. Such Additional Services will be billed at Baycom's then-applicable rates for such services and documented in the form of an Acknowledgment or SOW. C. If Baycom is providing Services for Equipment: (i) manufacturers parts or parts of equal quality will be used; (ii) the equipment will be serviced at levels set forth in manufacturers product manuals; and, (iii) routine service procedures that are prescribed from time to time by manufacturer for its products will be followed. D. Any Equipment purchased by Customer from Baycom that is or becomes part of the same system as the Equipment covered under an Acknowledgment or SOW ("Additional Equipment") will be automatically added to this Agreement and will be billed at the applicable rates after any applicable warranty period has expired. E. All Equipment must be in good working order on the Start Date or at the time the Equipment is added to an Acknowledgment or SOW. Customer must provide a complete serial number and model number list either prior to the Start Date or prior to the time that the Equipment is added to an Acknowledgment or SOW. F. Customer must specifically identify any Equipment that is labeled intrinsically unsafe for use in hazardous environments. G. Customer must promptly notify Baycom in writing when any equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay service fees for such

Equipment will terminate at the end of the month in which Baycom receives such written notice. H. If Equipment cannot, in Baycom's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or the practical feasibility of the scope of Services as specified in an Acknowledgement or SOW, Baycom, may; (1) modify the scope of Services related to such Equipment; (2) remove such Equipment from the applicable Acknowledgement or SOW; and/or (3) increase the price to Service such Equipment. I. Customer must promptly notify Baycom directly of any Equipment failure. Baycom will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in the applicable Acknowledgement or SOW.

SECTION 4 – EXCLUDED SERVICES. A. Service does not include the repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse from third party causes, including, without limitation, lightning, power surges, liquids, or Force Majeure, as outlined in Section 14. B. Unless specifically included in an Acknowledgement or SOW, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, or multicoupler. Baycom has no obligation or responsibility for any transmission medium, including, without limitation, telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission media. C. Unless specifically included in an Acknowledgement or SOW, Service does not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tapes, etc. D. Unless specifically set forth in an Acknowledgement or SOW, Service does not include upgrading or reprogramming of Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software.

SECTION 5 – RIGHT TO SUBCONTRACT/ASSIGNMENT. Baycom may not assign its rights and obligations under an Acknowledgement or SOW or subcontract any portion of the performance called for by an Acknowledgement or SOW, without the written permission of the Customer, which permission shall not be unreasonably withheld. Customer does not have the right to assign any of its rights or obligations under an Acknowledgement or SOW without the written consent of Baycom, which consent shall not be unreasonably withheld.

SECTION 6 – TIME AND PLACE OF SERVICE. Service will be provided at the location specified in the Acknowledgement or SOW. When Baycom performs service at Customer's location, Customer agrees to provide Baycom, at no charge, a non-hazardous work environment with shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Baycom and/or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the equipment is interfacing that enable Baycom to perform its obligations under the Acknowledgement or SOW. Unless otherwise specified in an Acknowledgement or SOW, the hours of Service Monday through Friday will be 8:00 a.m. to 4:30 p.m., excluding holidays.

SECTION 7 – CONTACT. Customer will provide Baycom with designated points of contact (list of names and phone numbers) that will be manned twenty-four (24) hours per day, seven (7) days per week and an escalation procedure to enable Baycom to maintain contact with Customer, as needed.

SECTION 8 – PAYMENT. Unless alternative payment terms are specifically set forth in an Acknowledgement or SOW, Baycom will invoice Customer at completion of work. Customer must pay each invoice in U.S. dollars within ten (10) days of the invoice date.

SECTION 9 – WARRANTY. Baycom warrants that its Services under each Acknowledgement and SOW will be performed in good faith and be substantially free of defects in materials and workmanship based on an industry standard for a period of thirty (30) days following completion of those Services. In the event of a breach of this warranty, Customer's sole remedy is to require Baycom to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. BAYCOM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PRODUCT. The foregoing warranty shall not apply to and Baycom shall not be liable for any damage or loss relating to (i) any parts or other material supplied by Customer or other third persons, or (ii) Equipment that shall have been subjected to unauthorized alteration or modification, negligence, accident, damage by circumstances beyond Baycom's control, improper operation, maintenance or storage, or that were in any way modified by any party other than Baycom or an authorized representative thereof. In no event shall Baycom have any liability for any damages, whether incidental, consequential, punitive or otherwise (even if Baycom has been advised of the possibility of such damages), for any breach of warranty or any other act, omission, default or breach, including, but not limited to, any liability for lost profits, product recall costs or any loss of business or goodwill. Customer shall inspect all Equipment and Service promptly upon receipt and shall give written notice to Baycom of any claims based on the aforementioned warranty as soon as practicable, but in any event within 90 days after delivery to Customer of such Service. If Customer fails to give written notice to Baycom of a claim with respect to any Service within 90 days after delivery thereof as provided above, such Service shall be deemed to conform to Baycom's warranty and Customer shall be deemed to have irrevocably accepted such Service and shall be obligated to pay for it in accordance with the applicable Acknowledgement or SOW. THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SERVICE CONDITION, SERVICE OVER ANY PERIOD OF TIME, OR NONINFRINGEMENT, EACH OF WHICH BAYCOM HEREBY EXPRESSLY DISCLAIMS IN ITS ENTIRETY.

SECTION 10 – CERTIFICATION DISCLAIMER. Baycom specifically disclaims all certifications regarding the manner in which Baycom conducts its business or performs its obligations under each an Acknowledgement or SOW, unless such certifications have been expressly accepted and signed by a Baycom authorized signatory. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this Agreement shall have such active certifications, licenses and permissions as may be required by law.

SECTION 11 – DEFAULT/TERMINATION. A. In the event that any sum of money owed by Customer is not paid when due and remains unpaid for a period of thirty (30) days after receipt by Customer of written notice of such delinquency, Baycom may terminate any Acknowledgement or SOW effective upon seven (7) days written notice. If either party defaults in the performance of its obligations set forth in this Agreement, or in any Acknowledgement or SOW, and the default remains uncured for a period of thirty (30) days after receipt by such party of written notice from the other party detailing the specific contractual obligation and the nature of the default thereunder, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement and any Acknowledgement or SOW effective upon the giving of notice in writing to the defaulting party. B. Any termination of this Agreement (or any Acknowledgement or SOW) will not relieve either party of obligations previously incurred pursuant to this Agreement (or any Acknowledgement or SOW), including but not limited to payments which may be due and owing at the time of termination. Upon the effective date of termination, Baycom will have no further obligation to provide Services. C. All sums owed by Customer of Baycom will become due and payable immediately upon termination of this Agreement or any Acknowledgement or SOW.

SECTION 12 – INSURANCE; INDEMNIFICATION. Throughout the term of this Agreement and each Acknowledgement or SOW, Baycom will maintain the following insurance coverage:

- a) Commercial General Liability insurance providing the customary coverage with policy limits of \$1,000,000 per occurrence for bodily injury and property damage combined;
- b) Automobile Liability insurance applicable to all owned, non-owned, and hired vehicles operated in the course of Baycom's business activities and providing policy limits of \$1,000,000 per occurrence for bodily injury and property damage combined; and
- c) Workers Compensation Insurance providing statutory benefits and Employers Liability coverage (\$500,000 Bodily Injury Each Accident, \$500,000 Bodily Injury by Disease-Policy Limit, and \$500,000 Bodily Injury by Disease-Each Employee) applicable to all employees of Baycom who perform Services for Customer under this Agreement or any Acknowledgement or SOW.

If requested by Customer, Baycom will provide Customer with a certificate of Insurance evidencing the above coverage. Baycom may use a combination of primary and excess insurance to achieve the coverage limits required above. Customer agrees to defend and indemnify Baycom and its affiliated companies, officers, directors and employees from any such liability, claim, loss, damage or expense caused by or attributable to the acts or omissions of Customer.

SECTION 13 – FORCE MAJEURE. Baycom shall not be liable to Customer or any other person for any delay in delivery or failure to deliver Services or Equipment, directly or indirectly caused by fire, explosion, accident, flood, labor difficulties, strike or stoppage, inadequate supplies of material, shortage, war, act of terrorism, act or regulation of any governmental body, act of God or any other circumstance or cause beyond the commercially reasonable control of Baycom.

SECTION 14 – EXCLUSIVE TERMS AND CONDITIONS. A. Customer acknowledges that this Agreement and each Acknowledgement or SOW shall supersede all prior and concurrent agreements and understandings, whether written or oral related to the Services performed. Neither this Agreement nor any Acknowledgement or SOW may be altered, amended, or modified except by a written agreement signed by duly authorized representatives of both parties. Customer acknowledges and agrees that none of Baycom's agents, employees or representatives have authority to make any promise, representation or warranty related to the Services and Equipment other than those contained in this Agreement or in any Acknowledgement or SOW. B. In the event of a conflict between the main body of this Agreement and any Acknowledgement or SOW, the main body of this Agreement will take precedence, unless the Acknowledgement or SOW specifically states otherwise. C. Customer agrees to reference the terms of this Agreement on any purchase order(s) issued in furtherance of this Agreement or any Acknowledgement or SOW. Neither party shall be bound by any terms contained in Customer's purchase order(s), acknowledgements or other writings unless: (i) such purchase order(s), acknowledgements or other writings terms specifically refer to this Agreement; and (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order(s), acknowledgements or other writings are signed by duly authorized representatives of both parties.

SECTION 15 – PROPRIETARY INFORMATION; CONFIDENTIALITY. A. Any information or data including, without limitation, specifications, drawings, reprints, or technical information furnished to Customer under this Agreement or any Acknowledgement or SOW will be the property of Customer, subject to such property also remaining Baycom's property, will be deemed proprietary, and will be kept confidential, subject to Wisconsin open records laws. Customer may not disclose, without Baycom's written permission, or as required by law, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under the Agreement or any Acknowledgement or SOW. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement or any Acknowledgement or SOW. B. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Baycom will be deemed secret or confidential. Baycom will have no obligation to provide Customer with access to its confidential and proprietary Information, including, without limitation, cost and pricing data.

SECTION 16 – LICENSES AND OTHER AUTHORIZATIONS. Customer is solely responsible for obtaining licenses or other manufacturer authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Baycom nor any of its employees is an agent or representative of Customer in any governmental matters.

SECTION 17 – COVENANT NOT TO EMPLOY. During the term of this Agreement and each Acknowledgement or SOW, and continuing for a period of two (2) years thereafter, Customer agrees not to solicit the employment of, nor to recommend employment to any third party of any Baycom employee or Baycom subcontractor with whom there is contact during the term of this Agreement or any Acknowledgement or SOW, without the prior, written authorization of Baycom. If, at any time, this provision is found to be overly broad under the laws of the applicable jurisdiction, this provision shall be modified as necessary to conform to such laws rather than be stricken therefrom.

SECTION 18 – MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Baycom for the purpose of this Agreement and any Acknowledgement or SOW will be and remain the sole property of Baycom. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Baycom upon request. Such property will be held by Customer for Baycom's use without charge and may be removed from Customer's premises by *Baycom* at any time without restriction.

SECTION 19 – RECORDS. Baycom shall maintain all of its records pertaining to this Agreement for not less than three years following the completion of this Agreement and shall provide for the inspection and copying of such records by the Customer upon request.

SECTION 20 – GENERAL TERMS. GOVERNING LAW AND DISPUTES. Agreement shall be construed pursuant to the laws of the State of Wisconsin. The venue for any disputes arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation.

Baycom Statement of Work for

Baycom Sales Representative	Scott Johnson/Bob Kannass
Project Sales Order (s)	85131

This Statement of Work ("SOW"), dated as of 2/27/2014 by and between "The Customer" Franklin Police Department, and Bay Communications, Inc. ("Baycom") (collectively, the "Parties"). This SOW is governed by Baycom terms and conditions, which are available at <http://terms.baycominc.com>.

Contact Information and Stakeholders

Customer Information:	Franklin Police Department 9455 W. Loomis Rd Franklin, WI 53132 (414) 425 2522 cmanke@franklinwi.gov
Customer Main Point of Contact:	Cindy Manke
Customer additional Point of Contact:	Eric Schroeder
Baycom Project Manager:	Dean Hartmann (920) 544-4339/Bob Kannass (920) 544-7617
Baycom Sales Representative:	Scott Johnson (920) 544-4278/Bob Kannass

Project Information

Project Title:	Cassidian
Anticipated Start Date: (estimate only)	Monday, June 02, 2014
Anticipated Completion Date: (estimate only)	Friday, June 20, 2014
Project Description:	Cassidian Vesta/Sentinel 4 Install
Project Billing Terms:	25% Down with Order 25% Upon Delivery of Equipment to Baycom 40% on Completion Install 10% on cut over.
Project Payment Terms:	Incremental Billing
Incremental Billing Instructions:	25% Down with Order 25% Upon Delivery of Equipment to Baycom 40% on Completion of Install and 10% on cut over.
Work to be Performed:	<p>Cassidian and Baycom Installation of the following</p> <ul style="list-style-type: none"> • Placement of Racks/Cabinet <ul style="list-style-type: none"> a) Install rack or cabinet in pre-determined location b) Bolt racks to floor or mounted to wall bracing or secure cabinet c) Mount backboard in pre-determined location d) Run cables from VESTA/ Sentinel Connector Blocks to backboard for all 911 trunks e) Run cables from VESTA/ Sentinel Connector Blocks to backboard for all Admin Lines f) Run cables from VESTA/ Sentinel workstation to VESTA/ Sentinel rack <p>Cassidian and Baycom Installation of the following</p> <ul style="list-style-type: none"> • Power and Grounding of Backroom Equipment <ul style="list-style-type: none"> a. Check availability of Non-UPS electrical outlets for items like printers, etc. b. Ground each rack to the power source ground using the appropriate grounding cable c. Plug power strips & surge protectors for VESTA/ Sentinel into UPS electrical outlets, making sure power is properly split between the provided power ckts. <p>Cassidian and Baycom Installation of the following</p> <ul style="list-style-type: none"> • Telephone Cabling <ul style="list-style-type: none"> a) Connect the VESTA/ Sentinel trunk punch blocks to the Connector Boxes and cross connect all 911 trunks. b) Connect the VESTA/ Sentinel admin punch blocks to the connector boxes and cross connect all admin/ringdown lines c) Connect any T-1 connections <p>Cassidian and Baycom Installation of the following</p>

- CAT-5 Network Cabling

- a) Punch down on the VESTA/ Sentinel patch panel the CAT-5 cables to each respective VESTA/ Sentinel call-taking position
- b) Connect a CAT-5 patch cord from the jack box or VESTA/ Sentinel Ethernet switch to the NIC connector on the VESTA/ Sentinel workstation(s) and VESTA/ Sentinel, Aurora, Data Sync, Manage services, IP Phones and/or any other Cassidian Servers

Cassidian and Baycom Installation of the following

- VESTA/ Sentinel Station Cabling

- a) Install VESTA/ Sentinel workstation
- b) Connect jack boxes to Operator port and Supervisor ports of the CIM cards
- c) Cable CIM to radio system (if needed). If only certain positions are going to perform radio integration, please notate which positions they are and provide the information to the Remote Field Engineer.
- d) Ensure IRR Cabling is properly connected from the Delta 44 Card to CIM card
- e) If using a long term recorder and station recording is desired, run a cable from the CIM to analog recorder (recorder jack on CIM)
- f) If Command Posts are purchased, ensure customer has provided a USB Headset

Cassidian and Baycom Installation of the following

- ALI

- a) Verify ALI circuits are installed
- b) Cable ALI circuit to back of PCS servers

Cassidian and Baycom Installation of the following

- CAD

- a) Cable CAD input to back of Alarm panel (DIGI edgeport) or RS-232 Blackbox Data Sharer. Slave ports of the RS-232 Black Boxes would go to the Alarm Panel (DIGI Edgeport) of each PCS server.

Cassidian and Baycom Installation of the following

- Ensure all workstations (ie VESTA/ Sentinel, Stats/Monitor, Administrative) are connected to the network and you are able to ping the equipment from the PCS servers
- If TS-4's were purchase, ensure they are connected to the network. Also notate the MAC address of the TS-4 and its location.
- Ensure any Network Printers are connected to the network and powered up
- Ensure Audio from Lines and Trunks are connected to customers current Recording system

Cassidian and Baycom Installation of the following

- Setup Command Post

	<p>a) The firewall appliance has been installed at the customer site and configured by Cassidian Communications</p> <p>b) The VPN security policy file created during configuration of the firewall appliance has been provided by Cassidian Communications.</p> <p>c) A connection to the Internet must be available.</p>
Critical Success Factors/Criteria:	<p>Customer Responsibilities</p> <ul style="list-style-type: none"> • Proper Grounding capabilities for equipment. • Customer Responsible for installing appropriate circuits • Has the telecommunications services provisioned to the demarcation points • Has a provisioned service if the call center connects to an external network • Has sufficient room for all equipment. • Adequate Power is available for the equipment. The incoming AC power terminates at a breaker box that supplies two independent AC circuits; one for the A-plane and one for the B-plane. These circuits must not be shared with any other equipment. • The power sources are close enough to the equipment rack locations so each of the two power distribution units can be connected. • Providing UPS/AC power to backroom equipment. • Dedicated IT person to work alongside Baycom to help with configuration and specific IP provisioning information (VPN access, IP Address) • Customer is responsible for the accuracy and verification of all ALL records as well as any ongoing maintenance and update of records including additions, moves and changes. • Any additions, moves or changes of ALL records performed after receipt of the database to be converted will need to be manually re-entered into the converted database by End User. • Customer is responsible for the accuracy and verification of all ALL records before and after conversion as well as any ongoing maintenance and updates.
Assumptions Identified:	<ul style="list-style-type: none"> • Customer will reuse current console furniture • Customer will have appropriate people available during training schedule • One of the dispatch locations will be utilized for the User and Admin training • Baycom and Cassidian will be granted access to facility during scheduled installation times
Training Needs Identified:	<ul style="list-style-type: none"> • Two sessions of Agent Training up to 8 students each and One session of Admin training with up to 8 per session. Additional training is possible with an additional cost of the customer.
Additional Project Information	<ul style="list-style-type: none"> • Changes within 2weeks will result in additional change order fees • Monday and Fridays are Travel days for Cassidian Engineers



Technical Support
When You Need It Most

Baycom Customer Statement of Work

Identified:	<ul style="list-style-type: none">• One year of 24/7 parts and labor support is included in your contract from the start of cutover
Total Cost of project (before any change control)	<ul style="list-style-type: none">• \$162,967.00

Acceptance and Authorization

**IN WITNESS WHEREOF, the parties hereto each acting with proper authority
Accept this Statement of Work.**

Baycom Sales Representative	Scott Johnson
Project Sales Order: 85131	
Project Title:	Cassidian Vesta/Sentinal 4 Install

Customer Printed Full Name:
Eric Schroeder
Title: Captain

Account Executive/Shareholder:
Scott Johnson
Title: Director of Sales

Signature:	Signature:

Date:	Date:

**An authorized signature on this document acknowledges that the customer has
accepted the Statement of Work and Baycom terms and conditions.**

**After all parties have signed, please provide original to customer and a copy to
Baycom.**

BAY COMMUNICATIONS, INC.
 2040 Radisson St
 Green Bay, WI 54302
 Phone: (920) 468-5426 Fax: (920) 468-8615

ACKNOWLEDGMENT OF ORDER

NAME & ADDRESS OF CUSTOMER	PURCHASE ORDER #	DATE
Franklin Police Department 9455 West Loomis Road Franklin, WI 53123		

This Acknowledgment of Order (the "Acknowledgment") contains the terms and conditions which the above-referenced customer (the "Customer") and Bay Communications, Inc. ("Baycom") agree to with the above-described purchase order and any future services or goods Baycom agrees to supply Customer in the future (this Acknowledgment and any future order acknowledgment signed by Baycom collectively referred to as the "Agreement").

ALL SERVICES AND GOODS BAYCOM SHALL FURNISH TO CUSTOMER ARE EXPRESSLY CONDITIONED ON CUSTOMER'S ASSENT TO BAYCOM'S "TERMS AND CONDITIONS OF SERVICE" then if effect, which are available at <<http://baycom.com/terms>>. Customer agrees that such Terms and Conditions of Service are hereby incorporated in each Agreement as if fully set forth therein. Customer agrees that such Terms and Conditions of Service shall take precedence over any contrary or inconsistent terms and conditions appearing or referred to in any purchase order, invoice or other document executed or delivered by Customer in connection with each Agreement. The undersigned person executing this Acknowledgment on behalf of Customer attests that he/she has the authority to enter into this Acknowledgment on behalf of Customer. Time is of the essence in returning this signed agreement. Failure to return in a timely fashion may cause a delay in processing of the order.

CUSTOMER'S ACCEPTANCE BY:

 Signature

 Print Name & Title

 Date

BAYCOM'S ACCEPTANCE BY:

 Signature

 Print Name & Title

 Date

BLANK PAGE

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/18/14
REPORTS AND RECOMMENDATIONS	Agreement with Milwaukee County EMS allowing the Franklin Fire Department to operate as a Training Site for American Heart Association classes.	ITEM NUMBER <i>G.2.</i>

The attached agreement allows the Franklin Fire Department to operate as a Training Site under MCEMS - which is the official Community Training Center for the American Heart Association. FFD must be affiliated with an official AHA training center in order to teach CPR to the public. This relationship also allows our Department instructors to teach Advanced Cardiac Life Support (ACLS) and Pediatric Advanced Life Support (PALS), which are required biannually in order to remain licensed as a paramedic. This saves us the cost of having to have people or instructors come in off duty.

COUNCIL ACTION REQUESTED

Request Council authorization for the Fire Chief to sign American Heart Association Community Training Center/Training Site agreement with Milwaukee County EMS

AGREEMENT
Community Training Center/Training Site

This is an Agreement between Milwaukee County Emergency Medical Services Community Training Center ("CTC"), and Franklin Fire Department ("TS"). The mutual purpose of CTC and TS will be to further goals and objectives of the American Heart Association ("AHA") by providing training that follows guidelines established and approved by AHA for emergency cardiac care ("ECC").

1. CTC Obligations.

- a. Maintain current AHA guidelines and information.
- b. Provide administrative support for the development and operation of TS.
- c. Provide access to AHA materials and course cards.
- d. Provide all records, reports, and training information as requested by AHA.
- e. Be a resource for current information on all AHA programs, science guidelines, policies, and procedures, with expertise in ECC program administration, education and Emergency Medical Services.
- f. Provide biannual updates to instructors and instructor trainers.
- g. Provide forms, guidelines, and other required information so that TS can keep appropriate records.

2. TS Obligations.

- a. Designate a "Site Coordinator" to oversee training operations and to ensure TS strictly adheres to all current rules and regulations of AHA and CTC.
- b. TS is authorized to provide the following AHA programs:
 - BLS
 - ACLS
 - PALS/PEARS
- c. Maintain a copy of all rosters for classes taught for a period of 3 years.
- d. Send the original rosters to CTC within 14 days of course completion.
- e. Issue appropriate documentation to each student within 2 weeks of course completion.
- f. Keep all exam materials, student records, and certification cards in a secure area with restricted access.
- g. Formally acknowledge that all fees do not represent revenue to AHA.
- h. Permit inspections of records, facilities and equipment by CTC Staff to confirm Agreement compliance.
- i. Agree to the fee structure established between CTC and TS, which includes:
 - i. Advanced payment of CTC's annual administrative fee.
 - ii. Payment by invoice for course cards or other materials provided by CTC.

- 3. Term of Agreement; Termination.** The term of this Agreement is for one (1) year and must be renewed annually. CTC reserves the right to terminate this Agreement at any time for no reason or any reason. Upon termination or non-renewal, all AHA materials shall be returned to CTC.

4. **Indemnification.** TS agrees to indemnify, defend, and hold harmless CTC, its elected officials, officers, employees, and agents, against any and all claims related to business practices, injuries or exposures, or the use of TS by any of the trainees or instructors and further agrees to indemnify CTC from any claim, liability, suit, cause of action or expense related to the use, by any of the trainees or instructors, of any methods or techniques learned from CTC.

5. **Independent Contractor.** Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between CTC and TS. In entering into this Agreement, and in acting in compliance herewith, TS is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

6. **Assignment Limitation.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations without the prior written consent of the other.

7. **Problem Resolution.** Failure to follow AHA guidelines or CTC policies may result in: (i) verbal communication to resolve issues; (ii) written warning with an action plan for improvement; (iii) termination of training site agreement; or (iv) un-alignment of CTC instructor status.

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

MILWAUKEE COUNTY EMS CTC

TRAINING SITE

By: _____
Kenneth J. Sternig

By: _____

Title: EMS Program Director

Title:

Date: _____

Date: _____

Approved as to form and independent status:

As to insurance requirements:

By: _____ Date: _____
Corporation Counsel

By: _____ Date: _____
Risk Management

By: _____ Date _____
DBE
Complies with Chapter 42

BLANK PAGE

<p>APPROVAL</p> <p><i>Slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>3/18/14</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorization for a \$400 monthly vehicle allowance for Fire Chief Remington in lieu of regular use of a take-home vehicle</p>	<p>ITEM NUMBER</p> <p><i>G.3.</i></p>

The attached request from the Fire Chief is consistent with general discussions that were held with the Chief at the time he was offered the position by the Police and Fire Commission. At the time, however, no comparables were available and no budget was established that anticipated the cost. There was also a desire to move the appointment forward promptly, so the issue of a vehicle allowance was set aside.

For the reasons the Chief stated, he has determined it is in the department's best interest that he be provided a vehicle allowance. The reasons are sound and vehicle allowances are not uncommon for Chiefs.

For example, Wauwatosa provides a \$300-per-month vehicle allowance, but that number is understated because they also provide a city fuel card and allow the participants to refuel at the city-owned fuel pumps. New Berlin provides a \$500-per-month vehicle allowance. I have not done a broader survey, but, based upon my experience, I believe these two numbers are very representative of the range that would result from a more detailed survey. The primary other strategies used by departments are take-home vehicles, which Chief Remington discusses, and mileage reimbursement, which can be administratively burdensome. It is worth noting that at 56 cents per mile, which is the IRS mileage reimbursement rate, a \$400 allowance provides about 715 miles per month. Although that might seem like a fair bit for simply local commuting, a vehicle allowance will also cover the majority of in-state and regional trips for training and meetings. Additionally, given the level of cooperation and coordination between departments and the amount of county-wide issues routinely being addressed, round trips to nearby places like Oak Creek (18 miles) or Wauwatosa (26 miles), for example, will eat into the mileage. One additional benefit of a vehicle allowance is it eliminates potential confusion over what constitutes "personal use" with regard to a take-home vehicle.

A more exhaustive evaluation of municipal strategies and vehicle allowance amounts could be performed, but it is likely that the marginal savings, if any at all, would not justify the added research and investigation. This is particularly true because, as Chief Remington notes, a vehicle allowance will provide intangible benefits with regard to response time. The Assistant City Attorney for Wauwatosa, for example, noted to me that the response time benefits were not quantifiable but were a distinct factor in her recommendation of a vehicle allowance policy.

The 2014 budget did anticipate this potential, and sufficient appropriations were incorporated to cover these costs if so approved. The equipment issues are largely resolved as the Chief has indicated that safety light requirements will be his responsibility so, in that respect, we won't have city-owned equipment in the car. He anticipates continuing with a portable radio, which is sufficient to cover Milwaukee County. In the future if installation of a fixed radio proves to be

needed, I would suggest that it be considered an administrative issue, and I would address insurance issues at that time. Note that, if approved, inherent in the approval is the requirement that the Chief would sign a letter indicating that he is responsible for his own insurance and any damage if responding in his own car and that he maintain appropriate safety lights to continue to receive the monthly allowance. Naturally, income and income tax implications will all be addressed in accordance with IRS requirements.

COUNCIL ACTION REQUESTED

Motion to authorize a \$400 monthly vehicle allowance for Fire Chief Adam Remington in lieu of regular use of a take-home vehicle, effective beginning March 2014 and subject to execution by Chief Remington of a letter addressing administrative concerns and requirements, as to be prepared by the Director of Administration.

City of Franklin, Department of Administration

Attn: Mark Lubberda, Director of Administration

Mark,

As per our initial discussion of wages and benefits when I was offered and accepted the position of Fire Chief for the City of Franklin, **I am requesting a monthly vehicle allowance in lieu of use of a City-owned vehicle and fuel.**

As Fire Chief and Emergency Management Director, it is critical that I am available and able to respond to any incident in a timely manner. This includes emergent (lights and sirens) response for incidents such as structure fires, technical rescues, or significant motor-vehicle accidents. While use of a city-owned vehicle is practical for travelling to and from work, it is often not conducive to an immediate response for a significant event occurring outside the "normal" work day. During the course of day-to-day activities, I have had to respond back to my residence to pick up a "Department" vehicle prior to responding to an emergency. This has resulted in unnecessary delay in response. At other times (quite often, in fact), I have cut personal/family activities short in order to return to my residence in order to be in a better position to respond to an incident in a timely fashion in a "Department" vehicle (as I monitor not only Franklin Fire Department radio traffic, but also activity throughout the County - since Chief Officer response is part of nearly every mutual aid fire response agreement).

I am also trying to reduce the Department's inventory of older, high-mileage vehicles that - while inexpensive to acquire (usually police vehicles that have reached the end of their useful service to the PD) - are costly to maintain, operate, and insure.

I am requesting \$400 per month to cover Department and City-related operating expenses. **Funding for this allowance has been requested and approved in the Department's 2014 operating budget.** I would personally cover the cost of installation of emergency lighting.

Please contact me if you have further questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adam Remington', with a large, stylized flourish extending to the right.

Adam Remington

Fire Chief/Emergency Management Director

BLANK PAGE

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 18, 2014
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing the Transfer of the Developer's Rights and Obligations Under the Development Agreement for Fountains of Franklin Upon Assumption Thereof and Amendment Thereto by Blind Squirrel Development, LLC (Verdure Park) (5600 West Rawson Avenue)	ITEM NUMBER <i>G.4.</i>

The Common Council previously received the Verdure Park proposal under concept review. As the new developer stated during that review, the project is being undertaken substantially pursuant to the plans previously approved. A Site Plan application has been filed and is scheduled for review by the Plan Commission on March 20, 2014. The applicant proposes to assume all of the developer's rights and obligations under the previously approved development agreement for the property, with a minor exception of delaying the undertaking of the letter of credit required until the commencement of the process for the construction of the second building, as none of the matters for which the relatively minor remaining public improvements required remain and none will be affected by the construction of the first building.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing the Transfer of the Developer's Rights and Obligations Under the Development Agreement for Fountains of Franklin Upon Assumption Thereof and Amendment Thereto by Blind Squirrel Development, LLC (Verdure Park).

**AMENDMENT TO DEVELOPMENT AGREEMENT
FOR BLIND SQUIRREL DEVELOPMENT, LLC TO ASSUME DEVELOPER'S
RIGHTS AND OBLIGATIONS FROM EQUITABLE DEVELOPMENT LLC
(VERDURE PARK)**

This Amendment to Development Agreement for Equitable Development LLC, is made and entered into this ____ day of March, 2014, by and between the City of Franklin and Blind Squirrel Development, LLC.

WHEREAS, Equitable Development LLC and the City of Franklin entered into a Development Agreement for Fountains of Franklin ("Agreement"), as was approved by the Franklin Common Council on or about July 11th, 2006, for certain lands described as follows:

Fountains of Franklin being a part of the West 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more particularly described as follows: Commencing at the Southwest corner of said Southwest 1/4 Section 2; thence N 87°47'23" E along the South line of said Southwest 1/4 656.60 feet to the place of beginning of the lands to be described; thence N 0°05'47" W, 1321.01 feet; thence N 87°43'51" E, 328.43 feet; thence S 0°05'29" E, 1321.35 feet; thence S 87°47'23" W along the South line of said Southwest 1/4, 328.30 feet to the place of beginning. EXCEPTING THEREFROM the South 60 feet for right of way.

WHEREAS, Equitable Development LLC installed and paid for certain public improvements (the "Improvements") pursuant to the terms of the Agreement, with an estimated cost of \$846,160, and the City accepted such Improvements more than one year ago and surrendered any letter of credit securing the Improvements;

WHEREAS, Equitable Development LLC's successor, as party of the first part and "Developer", has conveyed to Blind Squirrel Development, LLC (and its affiliates) its interest in the property and Blind Squirrel Development, LLC, a Wisconsin Limited Liability Company, seeks to then succeed as and also be "Developer" under the Agreement; and

WHEREAS, the Agreement provides at paragraph 19: "[t]his Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by o[r] provide any benefit to any person or entity other than the party of the first part and the party of the second part. Developer shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Developer remains liable hereunder"; and

WHEREAS, the Common Council of the City of Franklin has determined that the obligations of the Developer have largely been performed and also having determined that Blind Squirrel Development, LLC is ready, willing and able to fully perform the terms of the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED:

The Agreement herein before described is hereby amended specifically and only as follows.

1. In lieu of other Letters of Credit described in the Agreement, as a pre-condition to issuance of a building permit for the development of an additional building not proposed in connection with any pending site plan approval, Developer shall file with the City a Letter of Credit in the initial amount of \$43,000 representing the estimated costs of landscaping such additional building. Upon written approval of the City Engineer, the amount of the Letter of Credit may be reduced periodically as the landscaping is installed so that following each such reduction, the Letter of Credit equals the total amount remaining for required landscaping not yet installed. The Letter of Credit shall be filed and maintained consistent with other relevant provisions of the Agreement.
2. That Equitable Development LLC, as Party of the First Part and Developer, is hereby deemed to have assigned its rights and obligations under the Agreement to Blind Squirrel Development, LLC, pursuant to the terms and provisions of paragraph 19. of the Agreement.
3. That the City of Franklin, as Party of the Second Part, hereby consents to the assignment set forth under paragraph 1. above.
4. That Blind Squirrel Development, LLC is the Succeeding Party of the First Part and Developer under the Agreement, provided that the parties acknowledge that the City of Franklin accepted the Improvements more than one year ago and surrendered any letter of credit securing the Improvements.
5. All other provisions of the Agreement shall remain in full force and effect, and are unaffected by this Amendment, which shall not in any way be construed as a waiver or relinquishment of any right or remedy granted under the Agreement.

IN WITNESS WHEREOF, the succeeding party of the first part has set their hands and the said party of the second part has caused these presents to be duly executed by Thomas M. Taylor, Mayor, and Sandra L. Wesolowski, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

BLIND SQUIRREL DEVELOPMENT, LLC

By: _____

Succeeding Party of the First Part

STATE OF WISCONSIN)

ss.

MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2014, the above named _____, Managing Member, of the above named limited liability company, Blind Squirrel Development, LLC, to me know to be such managing member, of the above named limited liability company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Blind Squirrel Development, LLC.

Notary Public, Milwaukee County, Wisconsin
My commission expires: _____

CITY OF FRANKLIN

By: _____
Thomas M. Taylor, Mayor

COUNTERSIGNED:

By: _____
Sandra L. Wesolowski, City Clerk

Party of the Second Part

STATE OF WISCONSIN)

ss.

MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2014 the above named Thomas M. Taylor, Mayor, and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instruments as such officers as the Deed of said municipal corporation by is authority and pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 2014.

Notary Public, Milwaukee County, Wisconsin
My commission expires: _____

This instrument was drafted by
the City of Franklin.
Form approved:

Jesse A. Wesolowski, Franklin City Attorney

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2014-_____

A RESOLUTION AUTHORIZING THE TRANSFER OF THE DEVELOPER'S RIGHTS
AND OBLIGATIONS UNDER THE DEVELOPMENT AGREEMENT FOR FOUNTAINS
OF FRANKLIN UPON ASSUMPTION THEREOF AND AMENDMENT THERETO BY
BLIND SQUIRREL DEVELOPMENT, LLC
(VERDURE PARK)
(5600 WEST RAWSON AVENUE)

WHEREAS, Blind Squirrel Development, LLC has undertaken the project development previously approved as "Fountains of Franklin", located at 5600 West Rawson Avenue, with the intent to build the same with high-quality development and eco-sensitivity for the area, as Verdure Park; and

WHEREAS, a Site Plan application has been filed for review for the initial building of Verdure Park and Blind Squirrel Development, LLC is ready, willing and able to undertake the developer's responsibilities under the previously approved development agreement for the project in conjunction therewith; and

WHEREAS, the Common Council having reviewed the proposed amendment to development agreement to allow for the commencement and development of Verdure Park and having found same to be reasonable and in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Amendment to Development Agreement for Blind Squirrel Development, LLC to Assume Developer's Rights and Obligations from Equitable Development LLC (Verdure Park), 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 are hereby authorized to execute and deliver the Amendment and that the City Clerk be and the same is hereby directed to obtain the recording of same with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

RESOLUTION NO. 2014-____
Page 2

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

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

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">03/18/14</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF LAND FROM I-1 INSTITUTIONAL DISTRICT TO R-6 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT (7901 WEST IMPERIAL DRIVE) (APPROXIMATELY 0.13 ACRES) (CREATIVE HOMES, INC., APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.5,</i></p>

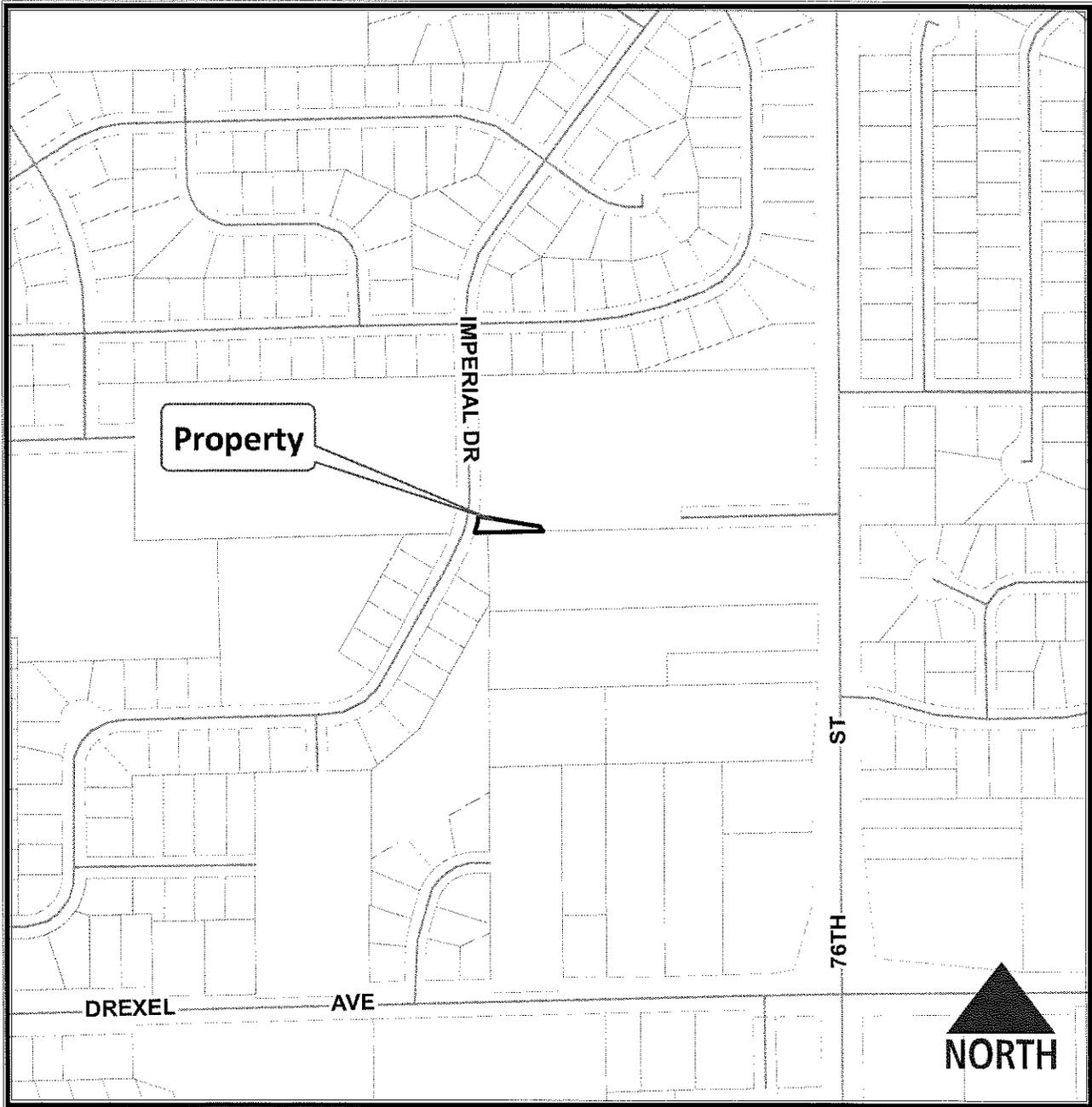
At their March 6, 2014 meeting, following a properly noticed public hearing, the Plan Commission recommended approval of an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from I-1 Institutional District to R-6 Suburban Single-Family Residence District (7901 West Imperial Drive) (approximately 0.13 acres) (Creative Homes, Inc., Applicant).

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2014-_____, an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from I-1 Institutional District to R-6 Suburban Single-Family Residence District (7901 West Imperial Drive) (approximately 0.13 acres) (Creative Homes, Inc., Applicant).



7901 West Imperial Drive
TKN 792-9984-003



Planning Department
(414) 425-4024

0.00 0.02 0.04 0.06
Miles

2013 Aerial Photo

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

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2014-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL
OF LAND FROM I-1 INSTITUTIONAL DISTRICT TO R-6 SUBURBAN
SINGLE-FAMILY RESIDENCE DISTRICT
(7901 WEST IMPERIAL DRIVE)
(APPROXIMATELY 0.13 ACRES)
(CREATIVE HOMES, INC., APPLICANT)

WHEREAS, Creative Homes, Inc. having petitioned for the rezoning of a certain parcel of land from I-1 Institutional District to R-6 Suburban Single-Family Residence District, such vacant land being located at 7901 West Imperial Drive; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 6th day of March, 2014, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed rezoning is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and would promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the property described below be changed from I-1 Institutional District to R-6 Suburban Single-Family Residence District:

Outlot 1 of CERTIFIED SURVEY MAP NO. 7051, being a part of lands in the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 Section 9, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Southeast corner of said Southeast 1/4; thence N 00°15'07" W along the East line of said Southeast 1/4, a distance of 1322.07 feet; thence S 88°38'56" W along the South line of

West Faith Drive, 836.13 feet to the Point of Beginning of Lands to be Re-Zoned; thence S 88°38'56" W, 193.42 feet to the East line of South Imperial Drive and a point on a curve; thence Northerly 48.14 feet along the arc of a curve with a 391.10 foot radius to the West and a Chord Bearing N 12°46'52" E, 48.11 feet; thence S 80°45'34" E along the South line of Parcel 1 of said Certified Survey Map No. 7051, a distance of 174.46 feet; thence S 36°17'31" E, 17.79 feet to the Point of Beginning. Said lands containing 5,575 square feet. Tax Key No. 792-9984-003.

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



REPORT TO THE PLAN COMMISSION

Meeting of March 6, 2014

Rezoning

RECOMMENDATION: City Development Staff recommends approval of the Rezoning Application, subject to the conditions as noted in the attached draft ordinance.

Table with 2 columns: Field Name and Value. Fields include Project Name, Project Address, Applicant, Owners (property), Current Zoning, Proposed Zoning, Use of Surrounding Properties, and Applicant Action Requested.

Introduction and Project Description:

On January 27, 2014, the applicant submitted a Rezoning Application to rezone the property located at 7901 W. Imperial Drive from I-1 Institutional District to R-6 Suburban Single-Family Residence District.

The applicant has also submitted a Certified Survey Map Application and Preliminary Plat involving the subject property and two adjacent properties located at 7915 West Imperial Drive and 7711 South 76th Street.

The subject property has an area of approximately 0.13-acres and contains a portion of a previously mapped shore buffer. The 2025 Future Land Use Map designates the property as Institutional; however, staff did not recommend submittal of a Comprehensive Master Plan Amendment to amend the future land use map designation from Institutional to Residential as the subject area is small in size and the mapped future land use designations are intended to be approximate in nature.

Staff Recommendation:

City Development Staff recommends approval of the Rezoning Application, subject to the conditions as noted in the attached draft ordinance.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 3/18/14
Reports & Recommendations	SUBJECT: Decision on the proposed cross-section for the reconstruction of S. North Cape Road from Hi View Drive to W. Forest Home Avenue	ITEM NO. <i>G.6.</i>

BACKGROUND

Please be advised that staff, along with Alderman/Supervisor Steve Taylor, has met with the staff of Milwaukee Transportation Department relative to the reconstruction of S. North Cape Road and have been informed that if the City does not approve a design for the reconstruction within the next few weeks, the County will not have time to complete the construction in 2014. The County's consultant prepared two alternatives – one a rural section with no sidewalks and an urban section with sidewalks. At the informational meeting of January 14, 2014 at Country Dale School, and the Common Council meeting following the informational meeting the general consensus of the residents abutting S. North Cape Road expressed their opinion that they did not want sidewalks and were concerned with the large trees that would be taken. Staff had prepared a minimum alternative which was a rural section with two foot shoulders but that alternative took more trees than the urban section, but not the number that the original rural section took.

ANALYSIS

As a result of area residents expressing concern for safety, the Mayor and Alderman Skowronski submitted a letter to Milwaukee County requesting that the County study whether three foot wide paved shoulders could be included on both sides to increase safety. After meeting with County staff the County agreed to proceed with the roadway with three foot wide paved shoulders, if the Common Council agrees, on each side of the road and make an effort to save as many of the large Hickory and Oak trees as possible by using ditch enclosures and curb and gutter in areas with major large trees with the understanding that the City would pay for the ditch enclosures and curb and gutter.

The County would pay the total cost of the pavement, three foot wide paved shoulders and a one foot gravel shoulder. The County needs a decision on the choice as soon as possible so they can proceed with the project.

In discussion relative to safety, it is staff's understanding when the construction is completed and the jurisdiction has been transferred the City can reduce the speed limit, limit trucking and place stop sign where needed to increase safety. Also, that the Common Council direct staff to pave the St. Martin's Trail running near North Cape Road and plow and maintain it. The Common Council further directs that a branch of the trail be created to run to Country Dale School if the School Board is willing to have such path be constructed on their land.

OPTIONS

Approve

or

Table (Note- if tabled the reconstruction will be post-poned until 2015.)

FISCAL NOTE

The total cost of the reconstruction will be at the cost of Milwaukee County except the cost to save selected trees. The City will have control of said costs, but these costs will need to be developed.

RECOMMENDATION

Motion to direct staff to work with the staff of Milwaukee County to reconstruct S. North Cape Road as a rural roadway with no sidewalks, but to include a three foot wide paved shoulder along with a one foot wide gravel shoulder on each side, with an effort to save as many of the large vital selected species (primarily Oak and Hickory) as possible with the use of ditch enclosures (piping) and sections of curb and gutter.

JMB/db



March 6, 2014

Mr. Chris Abele
Milwaukee County Executive
Milwaukee County Courthouse
901 N. 9th Street, Room 306
Milwaukee, WI 53233

Ms. Marina Dimitrijevic
Chairwoman of Milw. Co. Board of Supervisors
Milwaukee County Courthouse
901 N. 9th Street, Room 201
Milwaukee, WI 53233

Dear County Executive Abele and Chairwoman Dimitrijevic:

As you may be aware, Milwaukee County and the City of Franklin have been working together for the successful reconstruction of S. North Cape Road. The project is funded by the County to commence construction in 2014. If completed in a successful and cooperative manner, it is the expectation of both parties that a jurisdictional/ownership transfer will occur that will make all future maintenance of the roadway the responsibility of the City of Franklin.

The County, with the assistance of its design consultant, and the City have been investigating alternatives for reconstruction. All initial alternatives appeared to require bike accommodations as per the State Department of Transportation. One alternative also incorporated a walking path, as appeared also to be a criterion of the State. Both alternatives resulted in significant disturbance to the area, including the decimation of over 300 trees, many of which are large oaks and walnuts, and led to complaints from many residents along the roadway.

Thanks to a very fruitful joint meeting between the State DOT and City and County staff, County staff identified a funding strategy that removed State requirements relative to bike and pedestrian accommodations. As such, at its meeting of February 4, 2014, the City of Franklin Common Council approved a motion instructing that I convey to you its support for proceeding with the reconstruction of S. North Cape Road with a rural cross-section (no curb and gutter), including two-foot gravel shoulders, reconstruction of the ditches, and incorporation of efforts to protect trees. Using the County-suggested strategy would eliminate the need for sidewalks or bikeways and significantly mitigate the drastic impact on this tree-lined street. The City appreciates the County's efforts to evaluate alternatives and develop strategies that would make this a successful joint project and would result in the jurisdictional transfer of the roadway to the City.

In this same spirit of cooperation, I would respectfully request the County make one additional consideration before the final design is pursued. Since Franklin Common Council's February 4th motion, numerous other residents around the area that use the park and school along this roadway, have expressed concerns that some additional consideration of pedestrian accommodations should be considered, particularly given the location of the park and the school. As such, I would request that you instruct your Transportation Department to evaluate the addition of a three-foot paved shoulder into the rural cross-section. Such a compromise would provide an increase in safety for those electing to travel along or beside the roadway, while, hopefully, preserving the tree-lined character of the road.

BLANK PAGE

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 3/18/14
Reports & Recommendations	SUBJECT: Motion to authorize staff to construct a cross-walk of S. 51st Street south of W. Highland Drive	ITEM NO. <i>G.7.</i>

BACKGROUND/ANALYSIS

S. 51st Street, south of W. Drexel Avenue to W. Puetz Road was reconstructed in 2010 using federal (stimulus) funds. Reconstruction of S. 51st Street (stimulus) included lane alignment, geometric review, as well as pavement striping and signage consistent with design standards found in the Manual of Uniform Control Devices.

Recently it has come to the attention of the Engineering Department, there is concern for pedestrians (students) crossing of S. 51st Street. A resident (parent) appeared before the Board of Public Works at their January 14, 2014 meeting. The resident presented well thought concerns for the crossing of S. 51st Street at W. Highland Drive.

The Board of Public Works directed staff to review the concerns presented and develop safety improvements.

ANALYSIS

Engineering and Police staff met with the Franklin School District. Consideration was given to existing conditions, crossing signage and persons from the School District to assist traffic management. Consideration was given to the proposed high school site under construction, evaluating three proposed walks from the high school to S. 51st Street.

A designed crossing with a rapid flash beacon was developed. The crossing was located south of W. Highland to align with a proposed walk.

A traffic engineer with previous experience with the school and S. 51st Street was brought in to review the traffic (vehicle and pedestrian) and give consideration to the proposed crossing. He recommended proceeding with the design which best separates pedestrian from vehicle travel and will emphasize the pedestrian crossing. He further suggested evaluating how well this crossing functions prior to considering its design at the central drive to the south at S. Preserve Way.

The crossing south of W. Highland Drive would be installed when the high school walk is installed, this summer. Improvements are to be completed prior to the start of school in the fall 2014.

The Complete Streets and Connectivity Committee supported this improvement for public safety in crossing S. 51st Street.

OPTIONS

- Authorize staff to proceed
- Hold for additional information
- Deny the recommendation.

FISCAL NOTE

The estimated cost of this crossing being \$14,500 is proposed to be cost shared (50%/50%) with the school district. The City portion of \$7,250 proposed to be from the Capital Improvement Fund.

RECOMMENDATION

Motion to authorize staff to construct a cross-walk of S. 51st Street south of W. Highland Drive.

RJR/db

Encl.



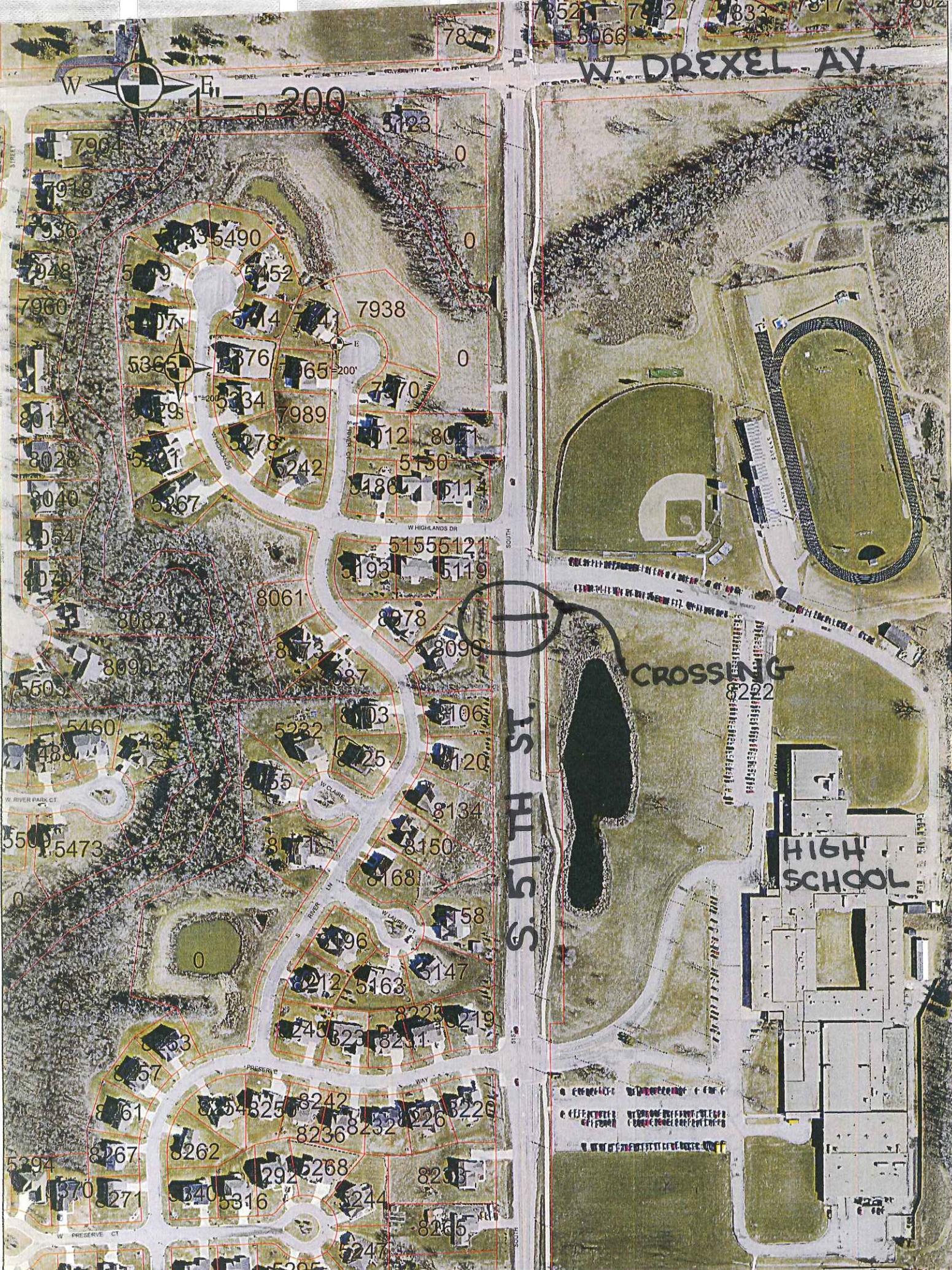
Scale: 1" = 200'

W DREXEL AV.

W HIGHLANDS DR

CROSSING

HIGH SCHOOL



- 7904, 7913, 7936, 7948, 7960, 7967, 7970, 7976, 7989, 7998, 8014, 8028, 8040, 8054, 8070, 8082, 8090, 8099, 8103, 8106, 8120, 8134, 8150, 8168, 8171, 8196, 8212, 8219, 8225, 8231, 8236, 8232, 8226, 8220, 8242, 8244, 8257, 8261, 8262, 8267, 8271, 8270, 8292, 8294, 8316, 8325, 8340, 8354, 8376, 8379, 8384, 8396, 8400, 8404, 8408, 8414, 8428, 8440, 8454, 8470, 8488, 8500, 8505, 8543, 8546, 8547, 8550, 8555, 8558, 8565, 8571, 8573, 8578, 8587, 8597, 8601, 8603, 8606, 8612, 8613, 8617, 8623, 8625, 8628, 8633, 8637, 8643, 8648, 8655, 8661, 8665, 8670, 8674, 8678, 8683, 8687, 8693, 8697, 8703, 8707, 8713, 8717, 8723, 8727, 8733, 8737, 8743, 8747, 8753, 8757, 8763, 8767, 8773, 8777, 8783, 8787, 8793, 8797, 8803, 8807, 8813, 8817, 8823, 8827, 8833, 8837, 8843, 8847, 8853, 8857, 8863, 8867, 8873, 8877, 8883, 8887, 8893, 8897, 8903, 8907, 8913, 8917, 8923, 8927, 8933, 8937, 8943, 8947, 8953, 8957, 8963, 8967, 8973, 8977, 8983, 8987, 8993, 8997, 9003, 9007, 9013, 9017, 9023, 9027, 9033, 9037, 9043, 9047, 9053, 9057, 9063, 9067, 9073, 9077, 9083, 9087, 9093, 9097, 9103, 9107, 9113, 9117, 9123, 9127, 9133, 9137, 9143, 9147, 9153, 9157, 9163, 9167, 9173, 9177, 9183, 9187, 9193, 9197, 9203, 9207, 9213, 9217, 9223, 9227, 9233, 9237, 9243, 9247, 9253, 9257, 9263, 9267, 9273, 9277, 9283, 9287, 9293, 9297, 9303, 9307, 9313, 9317, 9323, 9327, 9333, 9337, 9343, 9347, 9353, 9357, 9363, 9367, 9373, 9377, 9383, 9387, 9393, 9397, 9403, 9407, 9413, 9417, 9423, 9427, 9433, 9437, 9443, 9447, 9453, 9457, 9463, 9467, 9473, 9477, 9483, 9487, 9493, 9497, 9503, 9507, 9513, 9517, 9523, 9527, 9533, 9537, 9543, 9547, 9553, 9557, 9563, 9567, 9573, 9577, 9583, 9587, 9593, 9597, 9603, 9607, 9613, 9617, 9623, 9627, 9633, 9637, 9643, 9647, 9653, 9657, 9663, 9667, 9673, 9677, 9683, 9687, 9693, 9697, 9703, 9707, 9713, 9717, 9723, 9727, 9733, 9737, 9743, 9747, 9753, 9757, 9763, 9767, 9773, 9777, 9783, 9787, 9793, 9797, 9803, 9807, 9813, 9817, 9823, 9827, 9833, 9837, 9843, 9847, 9853, 9857, 9863, 9867, 9873, 9877, 9883, 9887, 9893, 9897, 9903, 9907, 9913, 9917, 9923, 9927, 9933, 9937, 9943, 9947, 9953, 9957, 9963, 9967, 9973, 9977, 9983, 9987, 9993, 9997

MATCH LINE

WALK FROM HIGH SCHOOL

CROSSING

S. 51st STREET

GRADING LIMITS

NOOPIED STONE WATER POND
EXISTING WATER SURFACE ELEVATION = 714.00
NEW WATER SURFACE ELEVATION = 723.00

EX. WATER SURFACE

NEW WATER SURFACE

EX. WATER SURFACE

NEW WATER SURFACE

WETLANDS Delineated by
KAPUR & ASSOCIATES, INC.
ON 03/15/2008

STOP
30" x 30" SIGN
SEE DETAIL 17/030

4" DASHED WHITE
CHANGING LINE
(1" MIN. x 30')

30" x 30" SIGN
SEE DETAIL 17/030

EXISTING BUILDING
FEE = 741.00

EXISTING BUILDING
FEE = 741.00

1 2 3 4 5 6

A

B

C

D



HIGHLANDS DR.

SOUTH

S 51 ST STREET

2/7/14

PRELIMINARY COST ESTIMATE
S. 51ST STREET PEDESTRIAN CROSSING
SOUTH OF HIGHLAND DRIVE
CITY OF FRANKLIN
SPRING 2014

<u>ITEM</u>	<u>COST</u>
Installation of 202 LF of 5" concrete sidewalk	\$8,000.00
Solar-powered pedestrian crosswalk - Rapid flashing beacons	6,500.00
Cross-striping by DPW	<u>NC</u>
PROJECT TOTAL	<u>\$14,500.00</u>

RJR/db

Rectangular Rapid Flash Beacon: RRFB-XL

Extra-large beacons provide greater visibility, ideal for high-speed and multi-lane pedestrian & school crossings

- Driver yielding rates of 80-90%
- Large LEDs exceed FHWA standards
- Wireless, synchronized LEDs
- Solar powered, eco-friendly
- Up to 30 days autonomy
- Easy installation, maintenance free
- Web-based monitoring/alert option

TAPCO's pedestrian-activated RRFB systems feature large, 7" x 3" LED arrays that exceed FHWA standards. They provide greater visibility, ideal for high speed and multi-lane pedestrian and school crossings. When activated, the SAE J595 certified LED arrays flash an FHWA specified, alternating 'wig-wag' pattern. Side-mounted LED arrays flash concurrently to advise pedestrians that the units are flashing.

RRFBs have produced 80% to 90% driver compliance in yielding to pedestrians at high-risk uncontrolled crossings. This is the highest yielding rate of all devices not featuring a red display, and up to 4 times greater than standard round beacons. RRFBs cost less than other devices with similar vehicular yield rates.

RRFB options include:

- Advance RRFB, wirelessly linked to Crossing RRFB
- Self-powered remote bollard-mounted pushbutton
- Passively activated systems: microwave or infrared

