

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN WISCONSIN
AGENDA*
TUESDAY, OCTOBER 7, 2014
6:30 PM

- A. Call to Order and Roll Call
- B. Citizen Comment Period
- C. Approval of minutes of regular meeting of September 23, 2014
- D. Hearings
- E. Organizational Business
 - Boards and Commissions Appointments:
 - 1. Theodorus Grintjes (Ald. Dist. 2), unexpired 4-year term to the Community Development Authority, term expiring 8/30/2015
 - 2. Theodorus Grintjes (Ald. Dist. 2), unexpired 2-year term to the Economic Development Commission, term expiring 6/30/2015
 - 3. Bruce S. Kaniewski (Ald. Dist. 2), 2-year term to the Economic Development Commission, term expiring 6/30/2016
 - 4. Michael A. Soto (Ald. Dist. 5), 2-year term to the Economic Development Commission, term expiring 6/30/2016
- F. Letters and Petitions
- G. Reports and Recommendations
 - 1. Intergovernmental Agreement with Milwaukee County Permitting Access to Milwaukee County's 800 Mhz Project 25 Trunked Radio System.
 - 2. A Resolution authorizing officials to execute agreements with Milwaukee County to allow for the installation of optical traffic signal pre-emption at the intersections of S. 76th Street (CTH U) and W. Imperial Drive/W. Brunn Drive, W. Puetz Road and W. Drexel Avenue.
 - 3. A Resolution naming the newly installed trail between Pleasant View School and the Victory Creek Subdivision, the "Pleasant View Trail".
 - 4. Quarles & Brady LLP Request for Potential Conflict of Interest Informed Consent Waiver with Regard to its Representation of the City and Requested Representation of Wisconsin Electric Power Company Upon an Unrelated to City Representation Unified Development Ordinance Land Use Matter Before the City.
 - 5. A Resolution Approving State-Municipal Agreement for the South 27th Street Corridor Reconstruction from W. College Avenue to W. Drexel Avenue.
 - 6. 2014 Senior Dining ADA Fire Alarm Community Development Block Grant (CDBG) Project: Authorization to hire a design engineer, to accept a contract amendment for additional CDBG funding, to publish a related request for proposals, and to execute a project extension as needed.

Common Council Agenda

October 7, 2014

Page 2

7. A Resolution awarding a contract to Miron Construction Co., Inc. in the amount of \$2,746,260 for the construction of a Water and Wastewater Operation and Maintenance Facility.
8. A Resolution for approval of relocation costs for We Energies facilities to relocate electric and gas service at 5550 W. Airways Avenue in the amount of \$10,559.75.
9. Authorization to enter into an agreement with Armor Shield for the preparation and repainting of above ground fuel storage tank in Department of Public Works yard, 7979 W. Ryan Road.
10. August 2014 Monthly Financial Report.
11. A Resolution to update the Fund Balance Policy for the City of Franklin adopted September 4, 2012.
12. Recommendation from the Committee of the Whole: Review of Mayor's Recommended 2015 Budget (including all funds, departments, revenues, expenditures, and activities).
13. *Fratrick, et al., Plaintiffs, City of Franklin, Involuntary Plaintiff, v. MMSD and Milwaukee Sewerage Commission*, Milwaukee County Circuit Court Case No. 14-CV-1083. The Council may enter closed session pursuant to Wis. Stat. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, including an offer of settlement received by City defense counsel from plaintiffs' counsel, 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
Miscellaneous Licenses

I. Bills
Vouchers and Payroll approval

J. Adjournment

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

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

REMINDERS:

October 9	Plan Commission	7:00 p.m.
October 21	Common Council	6:30 p.m.
October 23	Plan Commission	7:00 p.m.
October 26	Trick or Treat	4:00-7:00 p.m.

WATER SYSTEM BONDS

Franklin General Obligation Water System Bonds, Series 2014B.
Seconded by Alderwoman Evans. All voted Aye; motion carried.

RES. 2014-7016
AUTHORIZE \$1.3M
GO BONDS

G.4. Alderwoman Evans moved to adopt Resolution No. 2014-7016,
AN INITIAL RESOLUTION AUTHORIZING GENERAL
OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED
\$1,300,000 FOR WATER SYSTEM PROJECTS. Seconded by
Alderman D. Mayer. All voted Aye; motion carried.

RES. 2014-7017
SALE OF \$1.3M
GO BONDS

G.5. Alderman Schmidt moved to adopt Resolution No. 2014-7017, A
RESOLUTION PROVIDING FOR THE SALE OF NOT TO
EXCEED \$1,300,000 GENERAL OBLIGATION WATER
SYSTEM BONDS, SERIES 2014B. Seconded by Alderman
Dandrea. All voted Aye; motion carried.

RES. 2014-7018
BOND ISSUE NOTICE TO
ELECTORS

G.6. Alderwoman Wilhelm moved to adopt Resolution No. 2014-
7018, A RESOLUTION DIRECTING PUBLICATION OF
NOTICE TO ELECTORS RELATING TO BOND ISSUE.
Seconded by Alderman D. Mayer. All voted Aye; motion
carried.

MAYOR'S
RECOMMENDED 2015
BUDGET

G.7. Alderman D. Mayer moved to forward consideration of the
Mayor's Recommended 2015 Budget to the Committee of the
Whole. Seconded by Alderman Schmidt. All voted Aye; motion
carried.

ORD 2014-2147
AMEND SEC. 183-76 OF
MUN. CODE RELATING
TO HUNTING

G.8. Alderwoman Evans moved to adopt Ordinance No. 2014-2147,
AN ORDINANCE TO AMEND 183-76 OF THE MUNICIPAL
CODE, "ARROWS AND OTHER PROJECTILES",
PURSUANT TO 2013 WISCONSIN ACT 71 LIMITING THE
LOCAL GOVERNMENTAL UNIT AUTHORITY TO
REGULATE HUNTING WITH A BOW AND ARROW OR
CROSSBOW. Seconded by Alderman D. Mayer. All voted Aye;
motion carried.

FIBER OPTIC LINE
CONTRACT

G.9. Alderman D. Mayer moved to approve the contract between the
City of Franklin and Time Warner Cable for the installation and
maintenance of a fiber optic line. Seconded by Alderman
Schmidt. All voted Aye; motion carried.

REPAINTING FUEL
STORAGE TANKS

G.10. Alderman D. Mayer moved to refer the repainting of fuel storage
tanks to the Board of Public Works. Seconded by Alderwoman
Wilhelm. All voted Aye; motion carried.

PLAY STRUCTURE
PURCHASE

G.11. Alderman D. Mayer moved to purchase a play structure for Lions
Legend Park/Vernon E. Barg Pavilion from Miller & Associates,

Burke Equipment Drawing #30-82559-1, installed complete, for a total price of \$17,931. Seconded by Alderman Schmidt. All voted Aye; motion carried.

RES. 2014-7019
REROOFING SALT
STORAGE BUILDING

G.12. Alderwoman Evans moved to adopt Resolution No. 2014-7019, A RESOLUTION AWARDDING CONTRACT TO ENGINEERED BUILDINGS, INC., THE LOW BIDDER, FOR THE 2014 REROOFING OF THE SALT STORAGE SHED IN THE CITY OF FRANKLIN. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

RES. 2014-7020
S. 27TH ST. EASEMENTS

G.13. Alderwoman Wilhelm moved to adopt Resolution No. 2014-7020, A RESOLUTION APPROVING A CONVEYANCE OF RIGHTS OF LAND, CONVEYING A TEMPORARY CONSTRUCTION EASEMENT AND A LUMP SUM AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS FROM PUBLIC UTILITY, TO AND WITH THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION, AS THEY PERTAIN TO CITY OF FRANKLIN EASEMENTS IN THE AREA OF THE RECONSTRUCTION OF SOUTH 27TH STREET (STH 241) PROJECT FROM WEST COLLEGE AVENUE TO WEST DREXEL AVENUE. Seconded by Alderman Dandrea. On roll call, Alderman Dandrea, Alderman D. Mayer, Alderwoman Wilhelm, Alderwoman Evans, and Alderman Schmidt voted Aye; Alderwoman S. Mayer voted No. Motion carried.

WATER EXTENSION
SURVEY W. ST.
MARTINS RD.

G.14. Alderman D. Mayer moved to approve the recommendation of the Franklin Board of Water Commissioners to survey property owners abutting W. St. Martins Road from S.T.H. 100 (S. Lovers Lane Road) to W. Forest Home Avenue (C.T.H. 00) as to their desire for the extension of City water. Seconded by Alderman Schmidt. All voted Aye; motion carried.

ORD. 2014-2148
W. BRENWOOD PARK
DR. NO PARKING

G.15. Alderman Dandrea moved to adopt Ordinance No. 2014-2148, AN ORDINANCE TO ADD TO SECTION 245.5(D)(4) OF THE MUNICIPAL CODE TO ESTABLISH NO PARKING ON THE NORTH SIDE OF W. BRENWOOD PARK DRIVE FROM THE CENTER OF W. LOOMIS ROAD TO A POINT 300 FEET TO THE SOUTHEAST. Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.

CLOSED SESSION

G.16. Alderman Dandrea moved to enter closed session at 8:20 p.m. pursuant to Wis. Stats. 19.85(1)(e) for market completion and bargaining reasons, to deliberate and consider terms relating to the potential acquisition and development of property within the

City for future business park(s), mixed use and/or retail development centers, service, product and potential investment proposals for such purpose(s) and the investing of public funds and governmental actions in relation thereto and to effect such development, including service, product and potential investment contract terms and provisions, and including the terms and provisions of potential development agreement(s) for the development of property within a tax incremental district for future business park, mixed use and/or retail development center purposes, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 10:55 p.m. Alderman D. Mayer moved to direct staff to negotiate those contracts as discussed in closed session for potential future business park development purposes. Seconded by Alderman Dandrea. On roll call, Alderman Dandrea, Alderman D. Mayer, Alderwoman Evans, Alderman Schmidt voted Aye; Alderwoman Wilhelm and Alderwoman S. Mayer voted No. Motion carried. See amendment below.*

Alderman Dandrea moved to direct staff to negotiate those contracts as discussed in closed session for potential mixed-use development and to return the same to the Common Council accordingly. Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.

Alderman D. Mayer moved to direct staff to negotiate those contracts as discussed in closed session for potential future retail development and to return the same to the Common Council accordingly. Seconded by Alderman Schmidt. All voted Aye; motion carried.

*Alderman Mayer moved to amend the motion directing staff to negotiate those contracts as discussed in closed session for potential future business park development purposes to include the provision that the same be returned to the Common Council accordingly. Seconded by Alderman Dandrea. On roll call, On roll call, Alderman Dandrea, Alderman D. Mayer, Alderwoman Evans, Alderman Schmidt voted Aye; Alderwoman Wilhelm and Alderwoman S. Mayer voted No. Motion carried.

MISCELLANEOUS
LICENSES

H.1.

Alderwoman S. Mayer vacated her seat at 11:04 p.m.
Alderman Dandrea moved to approve the following licenses:

Grant Operators' Licenses to Katherine Chiroff, 1141 N. Old World Third St., Milwaukee; Julia Wolf, 3749 S. Packard Ave. #5, St. Francis; Melissa Boileau, 2270 S. 102nd St., West Allis; Clint Crawley, 3889 E. Maple St., Oak Creek; and Hold Operators' Licenses for Qyinn Applin, 4521 W. Ramsey Ave. #65, Greendale, pending additional information; and Chelsea Gagliano, 7010 W. Evans Dr., pending appearance; and Grant Extraordinary Entertainment and Amusement License to The Rock Sports Complex, Marna Nersesian, The Hill Has Eyes Halloween Event, October 2-4, 9-10, 16-18, 23-25, and October 30-November 1, 2014. Seconded by Alderwoman Evans All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

I.1. Alderman Schmidt moved to approve net general checking account City vouchers in the range Nos. 153618 through 153789 in the amount of \$531,439.32 dated September 5 through September 18, 2014. Seconded by Alderwoman Evans. On roll call, all voted Aye. Motion carried.

Alderwoman Evans moved to approve net payroll dated September 19, 2014 in the amount of \$340,275.83 and payments of the various payroll deductions in the amount of \$365,375.76, plus any City matching payments, where required. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

Alderman Schmidt moved to approve net payroll dated October 3, 2014 estimated at \$339,000.00 and payments of the various payroll deductions estimated at \$213,000.00, plus any City matching payments where required. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

Alderman Dandrea moved to approve voucher to Milwaukee County in the amount of \$50.00. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderwoman Evans moved to adjourn the meeting at 11:07 p.m. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>10/07/2014</p>
<p>ORGANIZATIONAL BUSINESS</p>	<p>Boards and Commissions Appointments</p>	<p>ITEM NUMBER</p> <p>E.1.</p>

The following Mayoral appointments have been submitted for Council confirmation:

Community Development Authority

Theodorus Grintjes, 7562 S. Nottingham Way (Ald. Dist. 2), unexpired 4-year term expiring 8/30/2015

Economic Development Commission

Theodorus Grintjes, 7562 S. Nottingham Way (Ald. Dist. 2), unexpired 2-year term expiring 6/30/2015

Bruce S. Kaniewski, 7719 W. Coventry Dr. (Ald. Dist. 2), 2-year term expiring 6/30/2016

Michael A. Soto, 6749 S. Harvard Dr. (Ald. Dist. 5), 2-year term expiring 6/30/2016

Sandi Wesolowski

From: volunteerfactsheet@franklinwi.gov
Sent: Monday, August 25, 2014 12:57 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Ted Grintjes
PhoneNumber: 414-858-9885
EmailAddress: tgrintjes@outlook.com
YearsasResident: 41
Alderman: Dan Mayer
ArchitecturalBoard: 0
CivicCelebrations: 0
CommunityDevelopmentAuthority: 1
FinanceCommittee: 0
EnvironmentalCommission: 0
ForwardFranklinEconomicDevelopComm: 1
FairCommission: 0
BoardofHealth: 0
FirePoliceCommission: 0
ParksCommission: 0
LibraryBoard: 0
PlanCommission: 0
PersonnelCommittee: 0
BoardofReview: 0
BoardofPublicWorks: 0
BoardofWaterCommissioners: 0
TechnologyCommission: 0
WasteFacilitySitingCommittee: 0
BoardofZoning: 0
WasteFacilitiesMonitoringCommittee: 0
CompleteStreetsandConnectivityCommittee: 0
CompanyNameJob1: Currently retired
TelephoneJob1:
StartDateandPositionJob1:
EndDateandPositionJob1:
CompanyNameJob2: Triloc Software Engineering
TelephoneJob2:
StartDateandPositionJob2: October 1997, President US Operations
EndDateandPositionJob2: June 2002, President US Operations
CompanyNameJob3: Compuware

TelephoneJob3:
StartDateandPositionJob3: September 1991, Director Sales
EndDateandPositionJob3: October 1997, International Marketing Director
Signature: Ted Grintjes
Date: August 25, 2014
Signature2: Ted Grintjes
Date2: August 25, 2014
Address: 7562 South Nottingham Way Franklin, WI 53132
PriorityListing: CDA Franklin Forward
WhyInterested: Make Franklin the first choice for companies wanting to relocate in SE Wisconsin and create the environment that fosters retention and growth in Franklin!

CompanyAddressJob1:
DescriptionofDutiesJob1:
AddressJob2: Almere, The Netherlands
DescriptionofDutiesJob2: Software development
AddressJob3: Milwaukee, WI Farmington, MI
DescriptionofDutiesJob3: Managed large staffing/consulting sales and marketing organization.
Have more than 20 years of experience on Franklin's Economic Development Commission and Community Development Authority. Also served as Chairman of the 27th Street Steering Committee from inception to August 2008. Served a term on Franklin's Finance Committee.

AdditionalExperience:
ClientIP: 72.128.120.60
SessionID: 20feyu45beqyppgjevl2suqfo
[See Current Results](#)

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<p>APPROVAL</p> <p><i>Stw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>October 7, 2014</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Intergovernmental Agreement with Milwaukee County Permitting Access to Milwaukee County's 800 Mhz Project 25 Trunked Radio System</p>	<p>ITEM NUMBER</p> <p><i>G.1.</i></p>

Annexed hereto is a copy of the above. Police and Fire Department staff and the Director of Administration will be present at the meeting. The Director of Administration will inform the Common Council of terms negotiation efforts undertaken and results thereof occurring since the subject matter was before the Council on August 19, 2014 and the Council approved the agreement in concept.

COUNCIL ACTION REQUESTED

A motion to approve an Intergovernmental Agreement with Milwaukee County Permitting Access to Milwaukee County's 800 MHz Project 25 Trunked Radio System, in the form and content as annexed hereto, subject to minor changes approved by the Police Chief and the Fire Chief and resulting from any further contract or program changes by Milwaukee County, and any governance board terms provisions amendments as approved by the Director of Administration.

**INTERGOVERNMENTAL AGREEMENT
MILWAUKEE COUNTY AND THE _____ OF _____
PERMITTING ACCESS TO MILWAUKEE COUNTY'S
PUBLIC SAFETY RADIO SYSTEM**

THIS AGREEMENT is entered into pursuant to Section 66.0301, Wisconsin Statutes, between Milwaukee County, a municipal body corporate (hereinafter referred to as "COUNTY"), and the _____ of _____, a municipal body within the County of Milwaukee, State of Wisconsin (hereinafter referred to as "SUBSCRIBER"), permitting the use of Milwaukee County's Public Safety Radio System as defined herein. Together, COUNTY and SUBSCRIBER shall be referred to as "PARTIES".

1. STATUS

1.1 In recognition of SUBSCRIBER's intended long term participation with COUNTY's Public Safety Radio System; which is a direct replacement of the COUNTY's existing analog Project 16 trunked radio system, which shall be initially deployed as described in Section 5.2, and which may be expanded or replaced as described throughout this Agreement; and in consideration of public safety and coordination of services between COUNTY and SUBSCRIBER to the mutual benefit of both PARTIES, SUBSCRIBER is entitled to:

1.1a Use COUNTY's Public Safety Radio System for a minimum period of Fifteen (15) years from the date of execution of this AGREEMENT with option of Two (2) Five (5) year automatic renewals. All provisions of this AGREEMENT are applicable to the original term thereof and shall apply with equal force to the extended term. Should SUBSCRIBER elect not to execute the option for renewal, a six (6) month written notice to COUNTY will be required.

1.1b Prompt access, upon execution of the AGREEMENT, for the quantity of radios described in Exhibit A, "Initial and Growth Loading onto COUNTY's Public Safety Radio System". Exhibit A may be modified at any time upon mutual consent of the PARTIES.

2. ACCESS

2.1 The PARTIES agree that reliable, efficient operation of the Public Safety Radio System is a mutual objective. If high system usage should ever create a condition where public safety radios receive a system busy signal, public safety radios will preempt any other radio system users for the next available system access. To maintain a reliable system, COUNTY will manage and control access to the system.

2.2 Except for cases of Mutual Aid (which shall be defined by the Governance Board, herein after defined in Section 8), access to COUNTY's

Public Safety Radio System shall be limited to radio units assigned to designated staff, departments, and agents of SUBSCRIBER.

2.3 COUNTY may periodically monitor talk groups allocated to SUBSCRIBER for SUBSCRIBER's internal use for system management purposes including but not limited to maintenance, troubleshooting, system performance assessments, unusual traffic patterns (sudden jump in usage), policy and procedure compliance checks, etc.

3. USAGE FEES

3.1 Commencing January 1, 2015, and each year thereafter, on an annual basis, SUBSCRIBER shall submit to the COUNTY a usage fee (hereinafter referred to as "FEE") for the use of the COUNTY's Public Safety Radio System. FEE structure is identified herein, Exhibit B, "System Usage Fee Structure".

3.2 Subscriber agencies executing this Agreement after January 1, 2015 will pay retroactive FEEs equal to the amount from January 1, 2015 to the date the Subscriber joins the County's Public Safety Radio System. No penalties will be applied. COUNTY reserves the right to exempt Subscriber Agency from retroactive FEEs.

3.3 Commencing January 1, 2020, and each year thereafter, the FEE may be adjusted by COUNTY based on the percentage increase or decrease in the January Consumer Price Index (All Urban Consumers) for the Milwaukee area, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or the generally accepted national replacement or successor index, as readjusted to the base month and computed by comparison of the January index with the index of the preceding January.

4. CAPITAL IMPROVEMENT FUND

4.1 For the purpose of this AGREEMENT, the Capital Improvement Fund (hereinafter referred to as the "FUND"), is a segregated fund that is under the

control of the Public Safety Radio System Governance Board (hereinafter defined in section 8). The FUND shall be used for the purpose of the betterment or replacement of the Public Safety Radio System and not for the use or sole and direct benefit of the COUNTY, SUBSCRIBER or other entity using the Public Safety Radio System. Financial contribution to said FUND is outlined in Exhibit B, "Capital Improvement Fund Fee Structure". FUND allocation will be contingent on a five (5) year Capital Plan approved by the Governance Board.

4.2 The PARTIES mutually agree to share the expense for the enhancement of and eventual replacement of the Public Safety Radio System, to be initially deployed as described in Section 5.2, throughout the Term of this Agreement.

4.3 Commencing January 1, 2018, and each year thereafter, on an annual basis, PARTIES will submit payments to the public safety Capital Improvement Fund. PARTIES will continue making such payments annually until a unanimous decision of the Governing Board agrees otherwise. Each SUBSCRIBER agency executing this AGREEMENT after January 1, 2018 shall be financially responsible for retroactive Capital Improvement Fees as of January 1, 2018 at the rate outlined in Exhibit B.

4.4 The Governance Board, from time to time, may review and recommend modifications to the FUND fee structure for the purpose of system upgrades, enhancements and/or replacement of the Public Safety Radio System. Modification to the FUND fee structure shall be mutually agreed upon by the PARTIES and shall be in writing, designated as a written amendment to the AGREEMENT.

4.5 The Governance Board will allocate monies from the FUND in order to procure contracted services to identify system requirements for both PARTIES, and perform planning, design and analysis in preparation for the Project 25 system replacement. Such services herein described, Section 4.5, will begin no later than the first quarter of 2028. New system build will commence upon approval of the Governance Board and the appropriate and necessary approvals of each PARTY.

4.6 If Milwaukee County ceases to operate a Public Safety Radio System, the Capital Improvement Fund will be dissolved and The Governance Board will recommend the proportional disposition of the Fund balance, if applicable, and seek the appropriate and necessary approval of the SUBSCRIBER and COUNTY authorities prior to disbursement

5. EQUIPMENT

5.1 COUNTY shall own and maintain the fixed Public Safety Radio System infrastructure, e.g., trunking controller, trunking base stations, trunking

antenna systems, and certain other common system elements.

5.2 It is agreed at the time of execution of this AGREEMENT that the Public Safety Radio System will be an 800MHz Project 25 trunked radio system will be deployed with nine (9) transmit/receive sites operating in a simulcast transmission mode. It may be later expanded or replaced as described throughout this Agreement.

5.3 Mobiles, portables, radio control stations, and certain other peripheral equipment used by SUBSCRIBER to access COUNTY's Public Safety Radio System (collectively referred to "SUBSCRIBER RADIOS" or "USER RADIOS") shall be paid for and owned by SUBSCRIBER. COUNTY shall permit SUBSCRIBER to optionally purchase Subscriber Radios needed to satisfy SUBSCRIBER's communications requirements through COUNTY's cooperative purchasing vendor agreement "Contract for Service #1332". All SUBSCRIBER RADIO equipment or software so owned by SUBSCRIBER shall meet COUNTY's specifications (as defined by Exhibit D, "Project 25 Trunked Radio System Subscriber Radio Compliance Requirements" or the Exhibit's direct future replacement as provided by signed amendment to this Agreement) and shall become part of SUBSCRIBER's inventory.

5.4 Dispatch consoles used by SUBSCRIBER to access COUNTY's Public Safety Radio System shall be owned by SUBSCRIBER. COUNTY shall permit SUBSCRIBER to optionally purchase wireline dispatch consoles needed to satisfy SUBSCRIBER's dispatch requirements through COUNTY's vendor agreement as approved by the vendor, however, all wireline dispatch consoles shall be of the model and provide the same electronic interface as those specified in "Contract for Service #1332". All dispatch equipment or software so owned by SUBSCRIBER shall become part of SUBSCRIBER's inventory. SUBSCRIBER shall be responsible for providing (including all costs to deploy and to operate and maintain) backhaul from the dispatch consoles to the Public Safety Radio System's shared core site at 2120 Davidson Road, Waukesha, WI. Backhaul requirements and specifications shall be provided by COUNTY vendor to SUBSCRIBER.

6. COUNTY'S RESPONSIBILITY

6.1 COUNTY agrees to purchase and install a Public Safety Radio System, to be initially deployed as described in Section 5.2 and to be expanded or replaced as described throughout this Agreement, for the use of COUNTY, SUBSCRIBER and other contracted public safety and non-public safety agencies.

6.2 COUNTY is solely responsible for budget requests and appropriations, system contracts and for the standards of service relating to the deployment of the Public Safety Radio System.

6.3 COUNTY shall be responsible for FCC licensing for the Public Safety Radio System. COUNTY will solely hold the channel frequency licenses for county-wide public safety purposes.

6.4 COUNTY shall be responsible for maintaining operational quality and continuity of the initial deployment of Public Safety Radio System, as described in Section 5.2, according to the following provisions of its agreement "Contract for Service #1332": i) system availability (including normal operations as well as limited-failure modes of operation such as "fail-soft") of 99.999% and ii) talk-in and talk-out service area coverage reliability at a delivered audio quality (DAQ) level of 3.4 for a portable radio (with specifications that meet Exhibit D) on a swivel clip at belt level in 15 dB density buildings across the service area of the political boundary of Milwaukee County. COUNTY shall take reasonable and customary measures to ensure that quality diminishment and service interruptions are minimized. When system outages can be forecast or scheduled, COUNTY agrees to notify SUBSCRIBER 48 hours in advance. COUNTY agrees to permit SUBSCRIBER radios accessing the trunked radio system to utilize "fail-soft" capabilities of the network to maintain critical communications continuity with reduced talk-group capacity in the event of a trunked radio system outage.

6.5 COUNTY agrees that if more favorable terms are developed for use of COUNTY's Project Public Safety Radio System25 trunked radio system that those terms will be made available to both PARTIES upon signed amendment to this AGREEMENT.

6.6 Milwaukee County shall maintain its current funding level, plus applicable increases as identified in Section 3.3 herein. In recognition that additional municipalities or additional user agencies sign an Agreement with the COUNTY for long term participation in the Public Safety Radio System, it is understood that the County shall first have the right to recoup the additional operating costs beyond the County's current financial obligation and those not being covered by the Subscribers to the system. The remaining monies above the annual operating costs shall be placed in the Capital Improvement Fund.

6.7 COUNTY will manage and administer the System database records containing the information related to inventory, configuration, programming history, software version control, radio IDs, service levels, statistical usage analysis, etc. for SUBSCRIBER's subscriber radios used on the System.

6.8 COUNTY will provide a System Key to SUBSCRIBER should SUBSCRIBER agree to the provisions in and meet the requirements of Exhibit E, "Radio System Key Agreement". For the duration that a System Key is held by SUBSCRIBER, it shall be recognized as the property of the COUNTY and use of it shall be entirely governed by Exhibit E.

7. SUBSCRIBER'S RESPONSIBILITY

7.1 The PARTIES agree that SUBSCRIBER will utilize COUNTY's Public Safety Radio System for purposes which are consistent with this AGREEMENT and in accordance with public safety purposes as defined by Title 47 of the Code of Federal Regulations (CFR) Part 90 Private Land Mobile Radio Services §90.20 Public Safety Pool or the appropriate section of CFR that pertain to the use of the frequencies and/or technologies of the Public Safety Radio System's direct future replacement.

7.2 SUBSCRIBER agrees to designate an official as a contact person for policy issues and a staff member as a contact person for technical matters. The contact information for that person is as follows:

Name: _____
Title: _____
Address: _____
Phone #: _____
Email: _____

7.3 SUBSCRIBER shall be responsible for acquiring, installing, maintaining, and operating its equipment according to the terms of this AGREEMENT and consistent with applicable FCC rules. SUBSCRIBER shall likewise be responsible for all costs associated with programming, installing, templating, and otherwise preparing such subscriber radios for service.

7.4 SUBSCRIBER agrees to train its users on proper and appropriate use of the Public Safety Radio System using training content consistent with that provided by COUNTY to its users. SUBSCRIBER may request from COUNTY's vendors (at no cost to COUNTY) recommendations and source material for inclusion in the user training administered by SUBSCRIBER staff.

7.5 The PARTIES agree that if in-building portable radio coverage is required to serve SUBSCRIBER's needs beyond those defined in paragraph 5.2 above, the design, procurement, installation, and maintenance of additional equipment or software to achieve those coverage levels shall be the sole responsibility of SUBSCRIBER and shall not

compromise the operation of COUNTY's Public Safety Radio System.

7.6 Except for cases of Mutual Aid (which shall be defined by the Governance Board), SUBSCRIBER shall not permit any party other than those identified in Exhibit A to access COUNTY's Public Safety Radio System without the prior written consent of the COUNTY.

7.7 Except for cases of Mutual Aid (which shall be defined by the Governance Board, herein after defined in Section 8) records of SUBSCRIBER's radios eligible for participation on COUNTY's Radio System shall be maintained by SUBSCRIBER staff in accordance with SUBSCRIBER's formal equipment inventory procedure with a copy furnished to COUNTY. The PARTIES agree to collaborate to ensure the accuracy of the inventory. Annually, on the day SUBSCRIBER's inventory is due, SUBSCRIBER shall notify COUNTY of the number of radios in use. Each Subscriber Radio recorded in the inventory shall be counted as one access unit and shall count towards the total number of permitted units identified in Exhibit A.

7.8 SUBSCRIBER agrees to operate its equipment in accordance with the operational and technical standards and procedures of the Milwaukee County Public Safety Radio System Governance Board.

7.9 Should SUBSCRIBER agree to the provisions in and meet the requirements of Exhibit E, "Radio System Key Agreement", SUBSCRIBER shall receive and use any and all System Keys according to the terms of Exhibit E.

7.10 COUNTY shall enforce all provisions in Section 7 to COUNTY departments and divisions using the Public Safety Radio System.

8. GOVERNANCE BOARD

The Governance Board creates and publishes administrative plans and procedures regarding the usage, membership, operations, maintenance, and upgrade of the Public Safety Radio System. Additionally, the Governance Board shall provide guidance on such matters as: long range system planning and improvements, problem solving and dispute resolution, system expansion, process for joint purchasing of new system, network quality and performance, and other such matters that may arise from time to time.

9. LIMITATIONS

9.1 Nothing in this AGREEMENT shall prevent SUBSCRIBER from applying for or securing licenses on other FCC licensed radio channels to

supplement the Public Safety Radio System's communications as may be determined to be essential to SUBSCRIBER's operations provided that operation of these supplementary systems does not compromise proper operation of COUNTY's Public Safety Radio System.

9.2 If it is determined that Public Safety Radio System upgrades are essential to further SUBSCRIBER's objectives, SUBSCRIBER may elect to invest funds to facilitate these system upgrades. System upgrades funded by SUBSCRIBER will require the approval of the Governance Board.

9.3 No party to this AGREEMENT may assign its interest in this AGREEMENT to any other party or individual.

10. TERMINATION

10.1 Either party's right to terminate this AGREEMENT shall be only for-cause if either party fails to fulfill its obligations under the terms of the AGREEMENT. Either shall give written notice of intent to terminate the AGREEMENT for-cause at least 180 days prior to the effective date of termination during which the alleged breach may be cured.

10.2 Notwithstanding the above, COUNTY may immediately terminate SUBSCRIBER's ability to access the Public Safety Radio System should SUBSCRIBER fail to meet the obligations of Sections 3.1, 4.3, 5.3, 7.1, 7.3, 7.7, and 7.9 of this AGREEMENT. Should SUBSCRIBER's access be terminated, it shall be solely responsible for: i) any and all costs associated with reconfiguring, replacing, or reprogramming its subscriber radio and/or dispatch console equipment to operate on another radio system, ii) the costs associated with damages to the radio system caused by SUBSCRIBER's direct action resulting in its immediate termination

10.3 In the event of termination for cause of either PARTY, breaching PARTY agrees to pay all use FEES as well as Capital Improvement Fund fees for those periods prior to its termination. Fees paid to the FUND, up to the point of termination, are non-refundable and will remain deposited into the Capital Improvement Fund.

11. LIABILITY

Subject to the provisions of Wisconsin statutory and case law, SUBSCRIBER and COUNTY hereby indemnify and shall defend and hold the other harmless for actions by each party's respective employees, agents, or authorized representatives and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, and liabilities arising out of the injury or death of either party's employees, agents, or authorized representa-

tives caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of either party or of its agents or anyone acting under their direction or control or on their behalf in connection with or incidental to the performance of this AGREEMENT. Each party's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the party indemnified to the fullest extent permitted by law but in no event shall they apply to the liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

12. IMMUNITY

All Parties to this Agreement are governmental entities entitled to immunities, including those in Section 893.80, Wisconsin Statutes. Nothing contained herein shall waive the rights and defenses to which each Party may be entitled under law, including but not limited to the immunities, limitations and defenses under Section 893.8, Wisconsin common law or other statutes.

13. DISPUTES

Both PARTIES shall attempt to resolve disputes informally as they arise. In the event that informal dispute resolution is unsuccessful, either party may bring the dispute before a third party mediator for consideration and final resolution. Nothing in this dispute resolution process shall preclude either party from pursuing remedies available under the law.

14. CHANGES

Changes to this AGREEMENT will be mutually agreed upon by and between the COUNTY and the SUBSCRIBER and shall be in writing and designated as written amendments to the AGREEMENT.

15. NOTICES

Notices to COUNTY provided for in this AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to: Milwaukee County, Department of Administrative Services, Information Management Services Division, 2711 West Wells St, Milwaukee, Wisconsin, 53208, Attn: IMSD Manager. Notices to SUBSCRIBER shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to:

Name: _____
Title: _____
Address: _____
Phone #: _____
Email: _____

Signature Page to Follow:

FOR MILWAUKEE COUNTY:

FOR THE _____ OF _____:

EXHIBIT A

INITIAL AND GROWTH LOADING
Milwaukee County Public Safety Radio System
_____ of _____ Participation

Below please list any/all quantities of subscriber radios, by Agency, for initial and growth (future) loading:

Agency	Item Description	Initial Loading	Growth Loading
City of _____ Police	Total Subscriber Radios:		
City of _____ Fire	Total Subscriber Radios:		
City of _____ DPW	Total Subscriber Radios:		

Below please list any/all quantities of dispatch consoles to be connected

EXHIBIT B

**SYSTEM USAGE FEE AND CAPITAL IMPROVEMENT FUND FEE STRUCTURE
Milwaukee County Public Safety Radio System
_____ of _____ Participation**

_____ of _____ shall pay COUNTY a sum for per active subscriber radio per month. An active subscriber radio is one whose identifier (ID) is authorized for use on system for use on _____'s daily-use talk groups.

Additionally, _____ of _____ shall pay COUNTY a sum for per active subscriber radio per month. Fee will be maintained in a segregated fund for the use of system enhancement and replacement. An active subscriber radio is one whose identifier (ID) is authorized for use on system for use on _____'s daily-use talk groups.

Usage and Capital-Improvement Fund Fee Structure is as follows:

Year	Usage Fee Per Radio Per Month	Capital Improvement Fund Fee Per Radio Per Month	Total Fee Per Radio Per Month
2014	\$0	\$0	\$0
2015	\$2	\$0	\$2
2016	\$5	\$0	\$5
2017	\$9	\$0	\$9
2018	\$12	\$2	\$14
2019	\$14	\$3	\$17
2020	\$14*	\$4	\$18*
2021		\$5	\$19*
2022 and beyond		\$5 **	\$19***

* - FEE may be adjusted by COUNTY for an applicable increase as identified in Section 3.3 herein

** - Unless mutually agreed to in writing by both PARTIES to increase fee for just cause. Just cause would be considered a system enhancement, upgrade or system replacement as approved by the Governing Board.

Payments shall be made annually, commencing January 1, 2015. Payments shall be made via check written to "Milwaukee County Treasurer" and submitted to:

Milwaukee County IMSD
C/o Radio Administrator
2711 West Wells Street
Milwaukee, WI 53208

EXHIBIT C

RESERVED

EXHIBIT D

PROJECT 25 TRUNKED RADIO SYSTEM SUBSCRIBER RADIO COMPLIANCE REQUIREMENTS
Milwaukee County Public Safety Radio System
___ of ___ Participation

EXHIBIT E

**Public Safety Radio System
SYSTEM KEY AGREEMENT
Milwaukee County Public Safety Radio System
___ of ___ Participation**

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 10/7/14
Reports & Recommendations	SUBJECT: Resolution authorizing officials to execute agreements with Milwaukee County to allow for the installation of optical traffic signal pre-emption at the intersections of S. 76 th Street (CTH U) and W. Imperial Drive/W. Brunn Drive, W. Puetz Road and W. Drexel Avenue	ITEM NO. <i>6.2,</i>

BACKGROUND

Milwaukee County is presently having S. 76th Street reconstructed from north of W. Imperial Drive/W. Brunn Drive to south of W. Puetz Road. There are three signalized intersections within the project limits. The signals at these intersections to be built and set as new. The City of Franklin Police and Fire Departments recognizing the opportunity to install as part of the re-signalizing the installation of optical pre-emption equipment.

These installations being part of a comprehensive City-wide plan developed by Police and Fire Departments and made part of capital improvement fund requests.

ANALYSIS

By installing these traffic signal related facilities as part of the S. 76th Street construction project, cost savings should be realized.

OPTIONS

Adopt resolution, request more information or deny resolution.

FISCAL NOTE

The anticipated cost per intersection being \$8,300; the three \$24,900.

The S. 76th Street project is being constructed with STP (Surface Transportation Program) funding allocations from both Milwaukee County and City of Franklin.

It is anticipated that the STP's allocation will cover 80% of the installation at the three intersections. The cost to the City then being estimated at \$4,980.

RECOMMENDATION

Motion to adopt Resolution No. 2014-_____ a resolution authorizing officials to execute agreements with Milwaukee County to allow for the installation of optical traffic signal pre-emption at the intersections of S. 76th Street (CTH U) and W. Imperial Drive/W. Brunn Drive, W. Puetz Road and W. Drexel Avenue.

RJR/sg

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY
RESOLUTION NO. 2014 - _____

RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE AGREEMENTS WITH
MILWAUKEE COUNTY TO ALLOW FOR THE INSTALLATION OF
OPTICAL TRAFFIC SIGNAL PRE-EMPTION AT THE INTERSECTIONS OF
S. 76TH STREET (CTH U) AND W. IMPERIAL DRIVE/W. BRUNN DRIVE,
W. PUETZ ROAD AND W. DREXEL AVENUE

WHEREAS, Milwaukee County is reconstructing S. 76th Street (CTH U) from north of W. Imperial Drive/W. Brunn Drive to south of W. Puetz Road; and

WHEREAS, the City of Franklin is requesting of Milwaukee County to include the installation of optical traffic signal pre-emption devices at the three signaled intersections within the project; and

WHEREAS, Milwaukee County has developed agreements related to the installation, operation and maintenance for each of the three intersections to receive pre-emption equipment; and

WHEREAS, Surface Transportation Program (STP) funds are being used by Milwaukee County and part by City of Franklin to fund this reconstruction project; and

WHEREAS, it is believed STP funds will be applied for the installation of these pre-emption devices; and

WHEREAS, City staff believes that terms and conditions of these agreements are acceptable.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, which the Mayor and City Clerk are authorized to execute agreements with Milwaukee County relating to the installation, operation and maintenance of all optical traffic signal pre-emption equipment to be included in the traffic control signals and related control facilities at the intersections of S. 76th Street (CTH U) and W. Imperial Drive/W. Brunn Drive, W. Drexel Avenue and W. Puetz Road. These agreements being subject to review and approval of City Attorney.

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:

Stephen R. Olson, Mayor

ATTEST:

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

2015-2017 CAPITAL IMPROVEMENT FUND REQUESTS
POLICE & FIRE DEPARTMENT JOINT REQUEST
CITY OF FRANKLIN

CAPITAL IMPROVEMENT FUND REQUESTS for 2015-2017 **\$312,820**

2015-2017: Intersection Traffic Signal, Emergency Vehicle Preemption **\$312,820**

Opticom helps improve vehicle operator / pedestrian / officer / firefighter / EMS personnel safety and emergency vehicle operator's response times. Reduce emergency vehicle intersection crash potential rates by up to 70%. Improve emergency response times from 25%-40%. Prevent injuries and related costs, decrease liability for crashes with other motorists.



Year 1 (2015); 7 intersection installations (60th & Ryan, 51st & Ryan, 51st & Rawson, 76th & Ryan, 76th & Drexel, Drexel & Loomis and Loomis & St. Martins). 10 police squad installations and 5 fire squad installations. Year 1 total cost **\$97,147**

Year 2 (2016); 7 intersection installations, 10 police squad installations (completion of police vehicles) and 5 fire squad installations (completion of fire vehicles). Year 2 total cost **\$97,147**

Year 3 (2017); 6 Franklin intersections, \$48,000 + 8 Franklin / Oak Creek intersections, \$32,000. Year 3 total cost **\$118,526**

**SUPPLEMENTAL AGREEMENT FOR TRAFFIC SIGNALS AT:
South 76th Street (CTH U) and West Imperial Drive / West Brunn Drive**

THIS SUPPLEMENTAL AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Franklin, a municipal corporation, hereinafter called "The City", relating to the installation, operation, and maintenance of all optical traffic signal pre-emption equipment, hereinafter referred to as "Pre-emption Equipment" included in the traffic control signals and related traffic control facilities at the Intersection of South 76th Street (CTH U) and West Imperial Drive / West Brunn Drive, hereinafter called "The Intersection"

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, the fulfillment of the terms and conditions, agreements, and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

The Pre-emption Equipment be designed, constructed, operated and maintained at The Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. The County hereby agrees:

- a.) That The City will, through project 2160-10-70, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of said work upon billing.
- b.) That The County will assume routine maintenance responsibility for the entire Pre-emption Equipment installation and will bill The City for any maintenance of said equipment.
- c.) That The County will make all necessary repairs and replacements to Pre-emption Equipment that fails to function properly as a result of normal wear and deterioration. Said replacement equipment to be supplied by The City. The County will bill The City for any repair or replacement of said equipment.
- d.) That The County will make all necessary repairs and replacements to Pre-emption Equipment damaged by accident, vandalism, or acts of God, and will bill The City the cost of any such repairs and replacements that are deemed by the County Corporation Counsel to be otherwise non-compensable within sixty (60) days of completion of said work. If damaged by accident or vandalism the County Corporation Counsel may pursue damages against the responsible person(s) and reimburse The City for the amount paid upon recovery.
- e.) That The County will make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, or changed intersection geometry, and pertaining to the Pre-emption Equipment if designed for The City and The City will pay the cost of any such equipment additions or revisions, and within sixty (60) days of completion of said work bill The City for the cost of said changes to the Pre-

emption Equipment.

f.) That The County will obtain concurrence from The City prior to equipment additions or revisions for which cost participation by The City would be required.

g.) That The County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined in collaboration with The City.

h.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed below), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment.

Highway Maintenance Section 414-257-6566

II. The City hereby agrees:

a.) That The City will, through project 2160-10-70, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of installation of said equipment.

b.) That The County is to perform routine maintenance for the Pre-emption Equipment as indicated in I. (c), necessary repairs and replacements to said equipment which fails to function as indicated in I. (d), necessary repairs and replacements to said equipment which is damaged as indicated in I. (e) and any necessary equipment additions or revisions as indicated in I. (f). The City agrees to pay for the cost of the work as indicated in I(b), I(c), I(d) and I. (e) when billed by the County.

c.) That The County is to perform all maintenance work related to the operation of the Pre-emption Equipment at The Intersection, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.

d.) That The County shall operate and adjust the traffic signal controllers in such a manner as to best meet prevailing traffic conditions determined by the County Transportation Department, in collaboration with The City.

e.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed on page 2), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment.

IV. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed, all of the materials installed shall become the property of The City.

V. Liability

The County shall request layouts of The City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The

County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against any other agency.

VI. Payments

After completion of the installation of the Pre-emption Equipment, The County and The City representatives will together inspect the installation of said equipment for acceptance. Upon acceptance by the two agencies, a complete accounting of the costs for design and construction shall be conducted. As indicated in II. (a), The City shall pay the total costs of the construction.

VII. Duration

This agreement shall continue to be in force indefinitely unless terminated on six (6) months written notice by one agency to the other.

This agreement is supplemental to previous agreements relating to the operation of traffic signal at The Intersection and in no way supersedes, rescinds, or replaces any and all previous agreements which may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the intersections described.

SUPPLEMENTAL AGREEMENT FOR TRAFFIC SIGNALS AT:
South 76th Street (CTH U) and West Drexel Avenue

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NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, the fulfillment of the terms and conditions, agreements, and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

The Pre-emption Equipment be designed, constructed, operated and maintained at The Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. The County hereby agrees:

- a.) That The City will, through project 2160-10-70, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of said work upon billing.
- b.) That The County will assume routine maintenance responsibility for the entire Pre-emption Equipment installation and will bill The City for any maintenance of said equipment.
- c.) That The County will make all necessary repairs and replacements to Pre-emption Equipment that fails to function properly as a result of normal wear and deterioration. Said replacement equipment to be supplied by The City. The County will bill The City for any repair or replacement of said equipment.
- d.) That The County will make all necessary repairs and replacements to Pre-emption Equipment damaged by accident, vandalism, or acts of God, and will bill The City the cost of any such repairs and replacements that are deemed by the County Corporation Counsel to be otherwise non-compensable within sixty (60) days of completion of said work. If damaged by accident or vandalism the County Corporation Counsel may pursue damages against the responsible person(s) and reimburse The City for the amount paid upon recovery.
- e.) That The County will make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, or changed intersection geometry, and pertaining to the Pre-emption Equipment if designed for The City and The City will pay the cost of any such equipment additions or revisions, and within sixty (60) days of completion of said work bill The City for the cost of said changes to the Pre-emption Equipment.

f.) That The County will obtain concurrence from The City prior to equipment additions or revisions for which cost participation by The City would be required.

g.) That The County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined in collaboration with The City.

h.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed below), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment.

Highway Maintenance Section 414-257-6566

II. The City hereby agrees:

a.) That The City will, through project 2160-10-70, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of installation of said equipment.

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c.) That The County is to perform all maintenance work related to the operation of the Pre-emption Equipment at The Intersection, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.

d.) That The County shall operate and adjust the traffic signal controllers in such a manner as to best meet prevailing traffic conditions determined by the County Transportation Department, in collaboration with The City.

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After the design and construction work outlined in this agreement is completed, all of the materials installed shall become the property of The City.

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The County shall request layouts of The City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such

underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against any other agency.

VI. Payments

After completion of the installation of the Pre-emption Equipment, The County and The City representatives will together inspect the installation of said equipment for acceptance. Upon acceptance by the two agencies, a complete accounting of the costs for design and construction shall be conducted. As indicated in II. (a), The City shall pay the total costs of the construction.

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<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;">10/7/14</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION NAMING THE NEWLY INSTALLED TRAIL BETWEEN PLEASANT VIEW SCHOOL AND THE VICTORY CREEK SUBDIVISION, THE “PLEASANT VIEW TRAIL”</p>	<p style="text-align: center;"><i>G.B.</i></p>

On June 17, 2014, the Common Council moved to preliminarily name the newly installed trail between Pleasant View School and the Victory Creek Subdivision the “Pleasant View Trail” and to publish the recommended name as a Class 2 notice, specifying a thirty (30) day public comment period in the City’s official newspaper, in accordance with Resolution No. 2010-6634, A City Buildings, Parks and Facilities Naming Policy.

The City Clerk’s office received Six (6) letters during the public comment period, from August 1 to August 30, 2014. The letters all request the trail name of, “Birchbender Trail”.

According to Part V. Naming City Buildings, Parks and Facilities, Number 6, of Resolution No. 2010-6634, “After the thirty (30) day public comment period, the Common Council will pass a resolution adopting or rejecting the name”.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2014-_____, a resolution naming the newly installed trail between Pleasant View School and the Victory Creek Subdivision, the “Pleasant View Trail”.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2014-_____

A RESOLUTION NAMING THE NEWLY INSTALLED TRAIL BETWEEN PLEASANT VIEW SCHOOL AND THE VICTORY CREEK SUBDIVISION, THE "PLEASANT VIEW TRAIL"

WHEREAS, Common Council at its regular meeting on June 17, 2014 adopted a motion to preliminarily name the newly installed trail between Pleasant View School and the Victory Creek Subdivision, the "Pleasant View Trail", and to publish the recommended name as a Class 2 notice, specifying a thirty (30) day public comment period in the City's official newspaper, in accordance with Resolution No. 2010-6634, A City Buildings, Parks and Facilities Naming Policy; and

WHEREAS, the Parks Commission at its regular meeting on June 9, 2014 recommended "Pleasant View Trail" as the official name; and

WHEREAS, the City received six written Citizen comments and recommendations during the filing period from August 1, 2014 through August 30, 2014, and the Common Council having considered such comments and recommendations and the recommendation of the Parks Commission.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, pursuant to Resolution No. 2010-6634 Section V.6., that [the newly installed trail between Pleasant View School and the Victory Creek Subdivision, be and the same is hereby named the "Pleasant View Trail"] [the preliminary name for the newly installed trail between Pleasant View School and the Victory Creek Subdivision, the "Pleasant View Trail", be and the same is hereby rejected].

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:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Sandy Wesolowski, Clerk
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

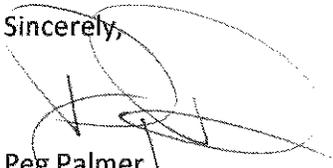
Dear Ms. Wesolowski,

I am writing today to urge you to select BIRCHBENDER TRAIL as the name for the beautiful, natural space in Franklin that is now being considered for an official name. I know that Franklin resident Tim Burch and his friend have voluntarily cared for the space and cleared the trails for walking, hiking, running and cross-country skiing for five years. The fact that they have invested their time and other resources for this long period of time clearly demonstrates their genuine love of nature and dedication to the community. I believe that they deserve to have the space named in their honor.

Additionally, the name reminds me of a beautiful poem by Robert Frost – *Birches* in which he writes so eloquently of birch bending as a boy. If you aren't familiar with the poem, I urge you to read it. He speaks of the beauty and sheer joy of enjoying natural wooded settings. I feel that it is a perfect inspiration for a space such as yours there in Franklin!

Thank you for your time and consideration.

Sincerely,



Peg Palmer
W142 N10603 Magnolia Drive
Germantown, WI 53022

P.S. I wish we had a similar area of natural beauty and trails here in Germantown!

CITY OF FRANKLIN
2014 AUG 14 AM 11:08

7397 Hillendale Dr.
Franklin, WI 53132
August 12, 20014

Sandy Wesolowski, Clerk, City of Franklin
9229 West. Loomis Rd. Franklin, WI
Franklin, WI 53132

Dear Ms. Wesolowski,

I am writing to suggest a name for the trail that is located near Pleasant View Elementary School. I think it should be called the "Birchbender Trail," after the two men who have maintained it for over 5 years. My husband, Mike Fassbender and our neighbor, Tim Birch have volunteered to cut paths with their own lawn mowers, cut down brush with their own tools, remove rocks and debris on their own time, and build a bridge over a very rough, uneven section with their own wood and resources. For years, you could walk back in this area and see other people walking their dogs, running, cross country skiing, or just sitting and enjoying the beauty. The FHS cross country team has run back there for practice. It gives them an area to run that is similar to a cross country race, rather than running on concrete. Now with so much of the high school torn up, this area is invaluable to the team. These two men have dedicated much time, resources, and money to keep up this trail so it could be used by so many in the community.

Birchbending is an actual activity in which you climb the birch tree and your weight lowers you down. (You can check it out on Youtube). Robert Frost wrote about it in his poem "Birches": "One could do worse than be a swinger of Birches." I think naming this trail after these two men would be a wonderful way to honor them for all the work they have done to maintain this area for the community to use and enjoy. Thank you for your consideration.

Sincerely,



Mary Fassbender

CITY OF FRANKLIN

2014 AUG 11 PM 12:30

August 8, 2014

Sandy Wesolowski, Clerk
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Dear Ms. Wesolowski,

I am aware that Franklin residents Tim Burch and Mike Fassbender have voluntarily cared for the trail which you are temporarily calling "Pleasant View Trail". While there is nothing wrong or even unpleasant about that name, there are so many cities, roads, and parks already named "Pleasant View". It would be a wonderful recognition and honor to name the trail "Birchbender Trail" after the two men who cared for the trails for walking, hiking and other outdoor activities for over five years.

I am grateful that you are willing to accept citizen comments for consideration. Thank you.

Respectfully,



Penn Engebose

CITY OF FRANKLIN

2014 AUG 14 AM 11:05

August 10, 2014

Attention Sandy Wesolowski -Clerk, City of Franklin

City of Franklin
9229 West. Loomis Rd. Franklin, WI
Franklin, WI 53132

Dear Franklin City Council, please consider my suggestion for the trail by Pleasant View School.

I believe the trail should be named after my neighbors, Tim Burch and Mike Fassbender, who have worked tirelessly to maintain the trails without compensation or acknowledgement. They have made this corner of Franklin a much more inviting place to live.

I submit for your consideration: BIRCHBENDER TRAIL

The name Birchbender not only recognizes my neighbors' efforts, but also reminds us of the carefree pastime of youth as Robert Frost put it in his poem, "Birches"....

"I'd like to go by climbing a birch tree,
And climb black branches up a snow-white trunk
Toward heaven, till the tree could bear no more,
But dipped its top and set me down again."

Sincerely,

Tom Muir

Sandy Wesolowski
9229 W Loomis Rd
Franklin, WI 53132

CITY OF FRANKLIN

2014 AUG 14 AM 11:05

August 12, 2014

Attn: Sandy Wesolowski
City of Franklin
9229 West. Loomis Rd. Franklin, WI
Franklin, WI 53132

Dear City Council,

I would like you to consider BIRCHBENDER as the name for the Trail by Pleasant View School.

This name recognizes my neighbors, Tim Burch and Mike Fassbender, who have maintained the trails for several years to make this part of Franklin a nicer place to live.

The name Birchbender not only recognizes my neighbors' efforts, but also reminds us of the carefree pastime of youth as Robert Frost put it in his poem, "Birches"....

"I'd like to go by climbing a birch tree,
And climb black branches up a snow-white trunk
Toward heaven, till the tree could bear no more,
But dipped its top and set me down again."

Sincerely,

Lisa Gifford

City of Franklin Sandy
9229 W. Loomis Rd.
Franklin, WI 53132



50102972000



Dear Sandy Wesolowski,
I am writing in regards to the trails in Franklin which
have been maintained by Jim Bunch and Mike Fassbender.
I have used these trails many times as I just graduated
from Franklin High School and was a member of the
Cross Country and Track teams for all four years.
These trails are very valuable and a fun, nice place to
run. If they could be recognized and named as
Bunchbender trails, it would greatly honor the two
men who work very hard to keep them up.

Thank you very much for your time and effort. It
is greatly appreciated.

Katie Carlino

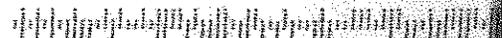
Katie Carlino
8042 S Mission Drive
Franklin, WI 53132

MILWAUKEE WI 530

31 JUL 2014 9 51

Attention - Sandy Wesolowski - Clerk, City of Franklin
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

53132972800



CITY OF FRANKLIN
NOTICE OF PUBLIC COMMENT PERIOD

NOTICE IS HEREBY GIVEN THAT THE COMMON COUNCIL OF THE CITY OF FRANKLIN at its regular meeting on June 17, 2014, adopted a motion to preliminarily name the newly installed trail between Pleasant View School and the Victory Creek Subdivision, the "Pleasant View Trail", and to publish the recommended name as a Class 2 notice, specifying a thirty (30) day public comment period in the City's official newspaper, in accordance with Resolution No. 2010-6634, A City Buildings, Parks and Facilities Naming Policy. The Parks Commission at its regular meeting on June 9, 2014 recommended "Pleasant View Trail" as the official name.

NOTICE IS HEREBY FURTHER GIVEN THAT THE COMMON COUNCIL WILL ACCEPT CITIZEN COMMENTS AND RECOMMENDATIONS WITH REGARD TO THE PROPOSED "PLEASANT VIEW TRAIL" OFFICIAL NAME FROM ON AUGUST 1, 2014 THROUGH AUGUST 30, 2014. Pursuant to Resolution No. 2010-6634 Section V.5., Citizen comments and recommendations MUST BE IN WRITING to the City Clerk (9229 West Loomis Road, Franklin, Wisconsin 53132) and MUST BE POSTMARKED WITHIN THE THIRTY (30) DAY PUBLIC COMMENT PERIOD. Pursuant to Resolution No. 2010-6634 Section V.6., the Common Council will thereafter pass a resolution adopting or rejecting the name. The subject matter shall appear on the Common Council agenda for its regular meeting currently scheduled for September 9, 2014 (and the subject may also appear on the Common Council Committee of the Whole agenda for the currently scheduled September 8, 2014 meeting, dependent upon the number of comments and recommendations received).

Dated this 25th day of June, 2013.

Sandra L. Wesolowski
City Clerk

N.B. Class II

RESOLUTION NO. 2010-6634A RESOLUTION ESTABLISHING A CITY BUILDINGS, PARKS AND FACILITIES
NAMING POLICY

WHEREAS, the Common Council having considered the value of establishing a uniform policy to address the naming of City buildings, parks and facilities to assist in the consideration of requests received and proposals and considerations made from time to time to name City property; and

WHEREAS, the Parks Commission and the Board of Public Works having considered the terms of a naming policy for City property as directed by the Common Council and having reported their respective recommendations to the Common Council; and

WHEREAS, the Common Council having considered such recommendations in its deliberations and having determined a policy for the naming of City property which will promote the public welfare and best interests of the City.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the naming of City buildings, parks and facilities be conducted as follows:

City of Franklin Public Buildings, Parks and Facilities Naming Policy

I. Purpose

The purpose of this policy is to establish a uniform procedure for the naming of City buildings, parks and facilities throughout the City of Franklin.

II. Authorization

The Common Council shall have the authority for the naming of all City buildings, parks and facilities by passing or rejecting a resolution at a regular or special Common Council meeting. The Common Council shall request the review and recommendation of the Parks Commission for the naming of any public park or park facility. The Common Council shall request the review and recommendation of the Board of Public Works for the naming of any public building. In the event the Common Council does not receive the requested recommendation from the Commission or the Board within 45 days of such request, respectively, the Common Council may take action without such recommendation(s).

III. Objectives

- Provide name identification

- Provide citizen/neighborhood input into the process
- Insure control for naming policy

IV. Qualifying Name

- Geographic location to facility
- Outstanding feature
- Adjoining subdivision
- Historical event, group, or individual; except that eligibility shall commence only after five years following the event or other basis establishing the historical significance
- Exceptional service in the public interest that has had a major impact and benefit to the City by an individual who demonstrates dedication to service to the City and/or to individuals, families, groups, or community services, extraordinarily above and beyond the call of duty; except that in the event of a public employee or elected or appointed official, eligibility shall commence only after five years following the completion of their public service
- Exceptional service in the public building, park or facility's interest
- Contribution to acquisition/development of the public building, park or facility

V. Naming City Buildings, Parks and Facilities

The City's approval of a naming proposal is the conferral of a privilege, not a right, and at all times the City shall reserve the right to reject any naming proposal for any reason not prohibited by law. The following guidelines will be used when naming a public building, park or facility:

1. A name is intended to be permanent.
2. Duplication of other places or facility names in the City shall not be considered.
3. Any consideration of a proposal for a name must be commenced by a motion authorizing the same made by the Common Council.
4. Prominent geographic features or local reference points (i.e., hill, stream, lake, notable tree, street, community or neighborhood) shall be considered for a potential name.
5. After the Common Council preliminarily decides upon a name, public notice of the recommended name shall be published as a Class 2 notice, specifying a thirty (30) day public comment period in the City's official newspaper. Citizen comments and recommendations must be in writing to the City Clerk and must be postmarked within the thirty (30) day public comment period.
6. After the thirty (30) day public comment period, the Common Council will pass a resolution adopting or rejecting the name.
7. An existing name of a public building, park and/or facility, particularly one of local or national importance or outstanding feature, shall not be changed unless there are extraordinary circumstances of local or national interest.

VI. Renaming

- a. The renaming of public buildings, parks and facilities is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical

examination so as not to diminish the original justification for the name or discount the value of the prior contributors.

b. City buildings, parks and facilities named after individuals shall never be changed unless it is found that the individual's personal character is or was such that the continued use of the name for a park or facility would not be in the best interest of the community.

c. In order for a City building, park or facility to be considered for renaming, the recommended name must qualify according to Sections IV. and V. of this Policy.

VII. Other Naming Alternatives

a. City buildings, parks and facilities that are donated to the City can be named by deed restriction by the donor. The naming and acceptance of land is subject to the guidelines set forth above and approval by the Common Council.

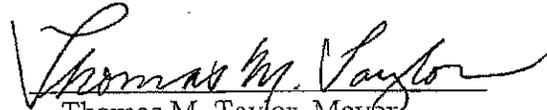
b. A facility within a park, i.e., playground, picnic shelter, etc., can be named separately from the park or facility location subject to this Policy.

c. This Policy does not apply to the naming of public streets.

Introduced at a regular meeting of the Common Council of the City of Franklin this 16th day of March, 2010.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 16th day of March, 2010.

APPROVED:


Thomas M. Taylor, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>October 7, 2014</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Quarles & Brady LLP Request for Potential Conflict of Interest informed Consent Waiver with Regard to its Representation of the City and Requested Representation of Wisconsin Electric Power Company Upon an Unrelated to City Representation Unified Development Ordinance Land Use Matter Before the City</p>	<p>ITEM NUMBER</p> <p><i>G.4.</i></p>

Annexed hereto is a copy of an informed consent request from Attorney Rebecca A. Speckhard. The City Attorney's office does not see any conflict of interest problem occurring from the requested representation on totally unrelated matters.

COUNCIL ACTION REQUESTED

A motion to authorize the City Attorney to execute the informed consent letter in the form and content as annexed hereto.



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 Suite 2350
 Milwaukee, Wisconsin 53202-4426
 414.277.5000
 Fax 414.271.3552
 www.quarles.com

Attorneys at Law in
 Chicago
 Indianapolis
 Madison
 Milwaukee
 Naples
 Phoenix
 Tampa
 Tucson
 Washington, D.C.

Writer's Direct Dial: 414.277.5761
 E-Mail: rebecca.speckhard@quarles.com

October 3, 2014

Jesse A. Wesolowski, Esq.
 Franklin City Attorney
 Wesolowski, Reidenbach & Sajdak, S.C.
 11402 W. Church Street
 Franklin, WI 53132

RE: Conservation Easement with We Energies

Dear Attorney Wesolowski:

Quarles & Brady LLP has been asked to represent Wisconsin Electric Power Company, d/b/a We Energies (together with affiliates thereof, "We Energies"), in connection with the grant of a conservation easement (the "Transaction") to the City of Franklin (the "City"). Because of our representation of the City, including serving as the City's bond counsel, in matters unrelated to the Transaction, our representation of We Energies in this matter would present a potential conflict of interest under the Wisconsin Code of Attorneys Professional Responsibility requiring consultation with and consent by each client.

We have given careful consideration to the services we have been asked to perform for We Energies, as well as the services we have previously performed and continue to perform for the City. We have concluded that our representation of We Energies in connection with the Transaction and other matters will not adversely affect our loyalty or service to, or our relationship with, the City in matters unrelated to the Transaction. Similarly, we have concluded that our representation of the City will not affect our loyalty or service to We Energies with respect to the Transaction or in other unrelated matters.

You have indicated to us that the City will consent to our representation of We Energies in matters related to the Transaction and other matters not adverse to the City, and our continued representation of the City in matters unrelated to the Transaction on the terms set forth above. Please assist us in satisfying our professional responsibilities by signing this letter and returning it to me. If you have any questions about this, please feel free to call me. Thank you for your consideration and cooperation in this matter.

Sincerely,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:lrs

Acknowledgment and consent given this ____ day of October, 2014.

CITY OF FRANKLIN

By: _____
 Name: _____
 Title: _____

QB\30260531.1

<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;">October 7, 2014</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Resolution approving State-Municipal Agreement for the South 27th Street corridor reconstruction</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6.5.</i></p>

BACKGROUND

Following action on June 17, 2014, authorizing HNTB to complete final design for the South 27th Street Corridor Reconstruction, HNTB, City Staff and WisDOT representatives have finalized the same. Before proceeding with the project, WisDOT requires a State-Municipal Agreement (“SMA”) for the project, which identifies the respective responsibilities of the parties. This is the State’s standard-form SMA and the allocation of responsibilities has not changed from the expectations shared with the Council from time-to-time as the Council has considered each prior step to this project.

The SMA outlines that WisDOT will pay 100% of the road design, real estate, and standard construction. The agreement provides WisDOT funding for community sensitive solution (CSS) features. The CSS funds help pay the cost for unique aesthetic streetscaping elements desired by the local community. The CSS elements were developed by HNTB working with staff from Oak Creek, Franklin, WisDOT and the 27th Street Steering Committee. The plans were previously approved and resulted in a MOU for cost sharing between Oak Creek and Franklin. They include decorative street lighting, gateway monuments, median monuments and landscaping, way-finding signage, green-screening of signal cabinets, colored crosswalk concrete, benches and trash receptacles.

The SMA revises the previous agreement and settles the \$500,000 payment for street lighting that had been established as part of the City’s commitment to WisDOT’s 2012 Drexel Interchange project.

Note: WisDOT has a separate SMA for each community. The SMA between WisDOT and Oak Creek is on their Common Council Agenda tonight as well.

FINANCIAL ANALYSIS

Costs for the 27th Street corridor reconstruction are to be paid for through TID 3, and are included in TID 3 project costs. The costs as identified in the agreement are consistent with previous estimates as shown on the attached spreadsheet.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2014-_____, a Resolution approving the State-Municipal Agreement for the South 27th Street corridor reconstruction.

RESOLUTION NO. 2014-_____

RESOLUTION APPROVING STATE-MUNICIPAL AGREEMENT FOR THE SOUTH 27TH STREET CORRIDOR RECONSTRUCTION

WHEREAS, The City of Franklin worked with the City of Oak Creek and the Wisconsin Department of Transportation on the design for the South 27th Street Corridor Reconstruction; and

WHEREAS, following the final design on the corridor WisDOT requires a State-Municipal Agreement for the project, said agreement specifying the respective responsibilities of the parties; and

WHEREAS, the costs for the project have been the subject of multiple prior agreements between the City and WisDOT and the City of Oak Creek; and

WHEREAS, the costs of the projects are included in the project costs for TID 3 as part of the South 27th Street Corridor reconstruction project;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the State-Municipal Agreement for the South 27th Corridor Reconstruction be approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute the State-Municipal Agreement for the South 27th Street Corridor Reconstruction.

BE IT FURTHER RESOLVED that the City Finance Department and/or Administration Department are hereby authorized and directed to allocate the costs of this agreement to TID No. 3 as project costs of the same as allowed by law.

Introduced by Ald. _____ at a regular meeting of the Common Council of the City of Franklin the 7th day of October, 2014.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 7th day of October, 2014.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

City of Franklin
27th Street Project
2-Oct-14

	Prior Estimate	updated 10/1/14 Information
Sidewalk Costs	228,443	4,500
Streetlight Costs	176,238	13,320
All Other	315,822	79,364
DOT CSS	(225,000)	
Contingency	122,267	
	617,770	97,184
Bury Utilities	1,948,378	
AT&T prep		126,346
AT&T cost		??
Time Warner Cost		??
WE Energy Cost		1,000,000
Contingency	292,257	
	2,240,635	1,126,346
Sewer & Water Repairs	-	600,000
	2,858,405	1,823,530
Streetlighting cost to State	500,000	500,000
Total Costs	3,358,405	2,323,530

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