

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, DECEMBER 17, 2019 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes:
 - 1. Regular Common Council Meeting of December 3, 2019.
 - 2. Special Common Council Meeting of December 12, 2019.
- D. Hearings.
- E. Organizational Business:

The Mayor has made the following appointment for Common Council confirmation:
Plan Commission:
Patrick Leon, 7836 W. Winston Way, (Ald. Dist. 2), 3-year unexpired term expiring 04/30/22.
- F. Letters and Petitions - Wisconsin Policy Forum Report Titled “Got Your Back: Exploring Fire and Emergency Medical Services Sharing Opportunities in Franklin, Greenfield, Greendale and Hales Corners.”
- G. Reports and Recommendations:
 - 1. An Ordinance to Amend the Unified Development Ordinance (Zoning Map) to Rezone Lot 1 of Certified Survey Map No. _____ [to be provided by the Milwaukee County Register of Deeds] From R-2 Estate Single-Family Residence District to M-2 General Industrial District (Located at 10082 South 124th Street and Property Generally Located South of Loomis Court and East of South North Cape Road) (Approximately 33.05 Acres) (Bear Development, LLC, Applicant).
 - 2. A Resolution Conditionally Approving a 2 Lot Certified Survey Map, Being Part of the Fractional Northwest Quarter of the Southwest Quarter and the West Half of the Northeast Quarter of the Southwest Quarter of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Bear Development, LLC, Applicant (Franklin Mills, LLC and Daniel L. Mathson and Virginia K. Mathson, Property Owners)) (at 10082 South 124th Street and Property Generally Located South of Loomis Court and East of South North Cape Road).
 - 3. Submittal of The Franklin 2020-2021 Multimodal Local Supplement (“MLS”) Grant Applications for the West Marquette Avenue Extension and the South 116th Street Trail.
 - 4. Request for Approval to Authorize a Purchase Agreement for Lifeline/Ford E-450 Type III Ambulance in Approved 2020 Equipment Replacement Fund, and to Allow Additional Purchases of Items Such as 800MHz Mobile Radio and Associated Mounting Brackets and Hardware, Not to Exceed the Approved Appropriation of \$241,000.

5. Release of Escrow Deposit for the Public Improvements at the Franklin Wellness Center Located at 8800 South 102nd Street.
6. Council Feedback for Logo Sign and Chamber Updates Proposed for Common Council Chambers and Lobby.
7. Update on the City Hall Roof, HVAC and Fascia Wood Replacement Project; Confirmation Approval of Change Orders 2 Through 7; and Authorization for the Director of Administration to Execute a Change Order to Extend the Contract Term for the Limited, Identified Tasks and Punch List Items and a Change Order for Extension of the Project for Landscaping Installation.
8. Agreement with Ehlers, Inc. for a New Tax Incremental District Located in the Northeast Corner of West Ryan Road and South 76th Street.
9. A Resolution to Award Ryan Creek Interceptor Odor Reduction Project to The Wanasak Corporation for \$199,000.
10. A Resolution Accepting a Public Watermain Easement From Eugene D. and Marlene Magarich, Tax Key 892-9994-001, 11327 West Ryan Road.
11. A Resolution Authorizing the City to Execute a Contract for Professional Services with Root-Pike Watershed Initiative Network (Root-Pike WIN) for Information and Education Program for Meeting the 2020-2021 Department of Natural Resources Storm Water Permit Requirements for a Not to Exceed Fee of \$10,500.
12. City of Franklin Audit Agreement Between Baker Tilly LLP and the City of Franklin for Audit of the 2019 Annual Financial Statements.
13. Allow Department of Public Works to Purchase Various LED Lighting Supplies with Unspent 2019 Lighting Funds.
14. Carry Over Remaining 2019 Economic Development Non-Personnel Funds to 2020 for Anticipated 2020 Activities.
15. Request to Carry Forward 2019 Appropriations in the Inspection Services Department, Reflecting unused Special Appropriations Previously Authorized for Supplemental Services.
16. Planning Department Changes to Pursue Unified Development Ordinance, Comprehensive Master Plan and Development Process Changes.
17. Request for Authorization to Purchase Exchange Server Licenses and SQL Server Licenses from the Information Services Capital Outlay Fund.
18. Information Technology Services Agreement with Heartland Business Systems (“HBS”).
19. Geographic Marketing Advantage, LLC Agreement for Geographic Information System (“GIS”) Support and Database Maintenance Services for 2020.
20. Compensation and Benefits for Consideration of an Employee’s promotion and compensation. The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Bills.

Request for Approval of Vouchers and Payroll.

Common Council Meeting Agenda

December 17, 2019

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I. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of December 17, 2019.

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:

December 19	Plan Commission Meeting	7:00 p.m.
December 24 & 25	City Hall Closed	
December 31 & January 1	City Hall Closed	
January 7	Common Council Meeting	6:30 p.m.
January 9	Plan Commission Meeting	7:00 p.m.
January 21	Common Council Meeting	6:30 p.m.
January 23	Plan Commission Meeting	7:00 p.m.

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
DECEMBER 3, 2019
MINUTES

- | | |
|---|---|
| ROLL CALL | A. The regular meeting of the Common Council was held on November 19, 2019 and called to order at 6:31 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber, and Alderman John R. Nelson. Alderman Dan Mayer is excused. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberd, City Attorney Jesse A. Wesolowski and Deputy City Clerk Shirley Roberts. |
| CITIZEN COMMENT | B. Citizen comment period was opened at 6:32 p.m. and closed at 6:33 p.m. |
| MINUTES
NOVEMBER 19, 2019 | C. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council meeting of November 19, 2019 as presented at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| HEARINGS
2025 COMP MASTER
PLAN 8429 & 8459 W.
FOREST HILL AVE. | D. A public hearing was called to order at 6:34 p.m. regarding a proposed Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property generally located at 8429 and 8459 West Forest Hill Avenue, from Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use (Franklin Public Schools, Applicant, Ronald S. Pesche and Susan D. Pesche, property owners). The public hearing was closed at 6:36 p.m. |
| MAYORAL
APPOINTMENTS | <p>E.1. Alderman Dandrea moved to confirm the following Mayoral Appointments: James Schubilski, 7342 S. Cambridge Dr., (Ald. Dist. 2), 5-year term to the Board of Water Commissioners, expiring 09/30/24; and
Tourism Commission:</p> <ul style="list-style-type: none"> a) Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St. (Ald. Dist. 2), 1-year term expiring 12/31/2020. b) Shaun Marefka, 7644 S. Mission Ct. (Ald. Dist. 2), 1-year term expiring 12/31/2020. c) Amy Schermetzler, 4227 W. Central Ave. (Ald. Dist. 4), 1-year term expiring 12/31/2020. d) Mark Wylie, 7468 Carter Circle S. (Ald. Dist. 5), 1-year term expiring 12/31/2020. |

e) Ann Adamski, 7825 S. Stonebrook Ct. (Ald. Dist. 3), 1-year term expiring 12/31/2020.

Seconded by Alderman Nelson. On roll call, all voted Aye; motion carried.

Alderman Barber moved to confirm the Inspectors of Election and alternates for 2020 and 2021 as listed on the action request form dated 12/03/2019. Seconded by Alderwoman Wilhelm. On roll call, all voted Aye; motion carried.

ORD. 2019-2401
AMEND THE 2025
COMP MASTER PLAN
TO CHANGE FUTURE
LAND USE AT 8429 &
8459 W. FOREST HILL
AVE. (FRANKLIN
PUBLIC SCHOOLS,
APPLICANT)

G.1. Alderman Dandrea moved to adopt Ordinance No. 2019-2401, AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTIES LOCATED AT 8429 AND 8459 WEST FOREST HILL AVENUE FROM RESIDENTIAL USE AND AREAS OF NATURAL RESOURCE FEATURES USE TO INSTITUTIONAL USE AND AREAS OF NATURAL RESOURCE FEATURES USE (APPROXIMATELY 13.974 ACRES) (FRANKLIN PUBLIC SCHOOLS, APPLICANT, RONALD S. PESCHE AND SUSAN D. PESCHE, PROPERTY OWNERS). Seconded by Alderman Barber. All voted Aye; motion carried.

ORD. 2019-2402
AMEND UDO TO
REZONE 8429 & 8459
W. FOREST HILL AVE.

G.2. Alderman Dandrea moved to adopt Ordinance No. 2019-2402, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE TWO PARCELS OF LAND FROM R-6 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT TO I-1 INSTITUTIONAL DISTRICT (8429 AND 8459 WEST FOREST HILL AVENUE) (APPROXIMATELY 13.974 ACRES) (FRANKLIN PUBLIC SCHOOLS, APPLICANT, RONALD S. PESCHE AND SUSAN D. PESCHE, PROPERTY OWNERS). Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2019-7558
MODIFY JOHNS
DISPOSAL CONTRACT

G.3. Alderman Taylor moved to adopt Resolution No. 2019-7558, A RESOLUTION TO MODIFY JOHNS DISPOSAL SERVICES, INC. CONTRACT TO PROVIDE WEEKLY RECYCLING AND AUTOMATED GARBAGE SERVICES subject to technical corrections by City Attorney and City Engineer. Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2019-7559
JSA ENVIRONMENTAL
AGREEMENT

G.4. Alderman Nelson moved to adopt Resolution No. 2019-7559, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING & DISPOSAL

FACILITY TO DECEMBER 31, 2020, WITH JSA ENVIRONMENTAL, INC. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2019-7560
SPECIAL USE FOR DAY
CARE AT 7760 S.
LOVERS LANE RD.
(STEVEN PAGNOTA,
MANAGING MEMBER
OF BRADFORD
FRANKLIN, LLC,
APPLICANT)

G.5. Alderman Dandrea moved to adopt Resolution No. 2019-7560, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR DAYCARE FACILITY USE UPON PROPERTY LOCATED AT 7760 SOUTH LOVERS LANE ROAD (STEVE PAGNOTA, MANAGING MEMBER OF BRADFORD FRANKLIN, LLC), authorizing the special use, with the condition that the applicant receive a text amendment change to the Unified Development Ordinance (to allow for a waiver of the cross-access requirement). Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2019-7561
SPECIAL USE FOR
REPLACEMENT
BRIDGE 6361 S. 27TH
ST. (DAVID
STEINBERGER,
PRESIDENT FOR
FRANKLIN MOBILE,
LLC, APPLICANT)

G.6. Alderwoman Wilhelm moved to adopt Resolution No. 2019-7561, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR REPLACEMENT OF AN EXISTING FAILED BRIDGE AND ASSOCIATE CULVERT WITHIN A SHORELAND, FLOODWAY, AND WETLANDS AREA ASSOCIATED WITH THE EAST BRANCH OF THE ROOT RIVER LOCATED ON A PRIVATE ROAD REFERRED TO AS WEST WESTMOOR AVENUE, IN THE FRANKLIN MOBIL HOME PARK, PROPERTY LOCATED AT 6361 SOUTH 27TH STREET (DAVID STEINBERGER, PRESIDENT FOR FRANKLIN MOBILE, LLC, APPLICANT). Seconded by Alderman Taylor. All voted Aye; motion carried.

AMENDMENT NO. 1
SERVICE CONTRACT
WITH SOUTHWEST
INSPECTION

G.7. Alderman Taylor moved to approve and authorize execution of Amendment No. 1 to the Service Contract between the City of Franklin and Southeast Inspection Management Services, LLC. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2019-7562
AMEND SITE PLAN
AND TERMS OF PDD
NO. 37 (THE ROCK
SPORTS COMPLEX/
BALLPARK COMMONS)

G.8. Alderman Dandrea moved to adopt Resolution No. 2019-7562, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO AMEND SITE PLAN RESOLUTION NO. 2019-001 A RESOLUTION APPROVING A SITE PLAN FOR CONSTRUCTION OF BUILDING C1, A 3-STORY RETAIL/OFFICE BUILDING; TO AMEND STANDARDS. FINDINGS AND DECISION OF THE CITY OF FRANKLIN COMMON COUNCIL FOR A SPECIAL EXCEPTION TO CERTAIN NATURAL RESOURCE PROVISIONS DATED JANUARY 9, 2018; AND TO AMEND THE TERMS OF PLANNED DEVELOPMENT DISTRICT NO. 37 (THE ROCK SPORTS COMPLEX/BALLPARK COMMONS). Seconded by Alderman Nelson. Alderman Dandrea, Alderwoman Wilhelm,

Alderman Barber, Alderman Nelson voted Aye; Alderman Taylor Abstained. Motion carried.

QUARRY SURVEY
SERVICES CONTRACT
WITH LYNCH &
ASSOCIATES

- G.9. Alderwoman Wilhelm moved to authorize that \$6,400 of General Fund Contingency appropriations be used to fund the Quarry Survey Services contract with Lynch & Associates, which contract was previously approved at the November 19, 2019 meeting. Seconded by Alderman Barber. All voted Aye; motion carried.

QUARRY MONITORING
COMMITTEE
RECOMMENDATIONS

- G.10. No action taken regarding recommendations from the Quarry Monitoring Committee.

RES. 2019-7563
CHANGE ORDER NO.1
ZIGNEGO COMPANY
INC., S. 51ST ST. & W.
DREXEL AVE.

- G.11. Alderman Taylor moved to adopt a Resolution authorizing Change Order No. 1 of the South 51st Street and West Drexel Avenue intersection project to Zignego Company Inc. in the amount of \$173,859.73 savings and additional 140 calendar days. Seconded by Alderman Barber.

Alderman Taylor withdrew his motion without objection.

Alderwoman Wilhelm moved to adopt Resolution No. 2019-7563, A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 OF THE SOUTH 51ST STREET AND WEST DREXEL AVENUE INTERSECTION PROJECT TO ZIGNEGO COMPANY INC. IN THE AMOUNT OF \$173,859.73 SAVINGS AND ADDITIONAL 140 CALENDAR DAYS. Seconded by Alderman Barber. All voted Aye; motion carried.

BID FOR THE 2020
LOCAL ROAD
PROGRAM AND S. 68TH
ST. IMPROVEMENTS

- G.12. Alderwoman Wilhelm moved to direct staff to solicit contractors per compliance with applicable public works bidding requirements for the 2020 Local Road Program and South 68th Street Vertical Sight Curve Improvements. Seconded by Alderman Barber. All voted Aye; motion carried.

DEVELOPER
GUARANTEE WATER
IMPACT FEES

- G.13. Alderwoman Wilhelm moved to direct staff to proceed with the preparation of a bond, to be executed by the developer, the terms thereof to be negotiated between staff and the developer, with the assistance of Special Counsel and City Bond Counsel, to be returned to the Common Council for its consideration at a special meeting at the call of the Chair. Seconded by Alderman Dandrea. Alderman Dandrea, Alderwoman Wilhelm, Alderman Barber, Alderman Nelson voted Aye; Alderman Taylor Abstained. Motion carried.

RES. 2019-7564
RUEKERT & MIELKE
NEW WATER MODEL

G.14. Alderwoman Wilhelm moved to adopt Resolution No. 2019-7564, A RESOLUTION TO AUTHORIZE RUEKERT & MIELKE TO CREATE A NEW WATER MODEL FOR FRANKLIN WATER UTILITY IN THE AMOUNT OF \$26,000. Seconded by Alderman Barber. On roll call, all voted Aye; motion carried.

OCTOBER 2019
FINANCIAL REPORT

G.15. Alderman Taylor moved to receive and place on file the October 2019 Monthly Financial Report. Seconded by Alderman Barber. All voted Aye; motion carried.

2020 PROPERTY &
CASUALTY COVERAGE

G.16. Alderman Taylor moved to authorize the Director of Administration to renew and execute the City's casualty insurance plans with R & R Insurance/League of Wisconsin Municipalities Mutual Insurance (LWMMI), Chubb, Hanover and ACE American Insurance Company for the upcoming 2020 year, as noted above, including the addition of the Cyber Insurance Policy through Chubb for an annual premium of \$3,958, and to further authorize release of premium payments in accordance with or as required by said policy documents. Seconded by Alderman Barber. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

H.1. Alderman Barber moved to approve the following:
City vouchers with an ending date of December 2, 2019 in the amount of \$981,747.50; and payroll dated November 22, 2019 in the amount of \$428,572.65 and payments of the various payroll deductions in the amount of \$437,990.45, plus City matching payments; and estimated payroll dated December 6, 2019 in the amount of \$400,000.00 and payments of the various payroll deductions in the amount of \$235,000.00 plus City matching payments; and approval to release payments to Knight Barry in the amount of \$1,780,412.10. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

LICENSES AND
PERMITS

I.1. Alderman Taylor moved to approve the following license recommendations from the License Committee meeting of December 3, 2019:
Grant Class B Combination license in compliance to Honey Butter Café, LLC, Agent Debbie Koutromanos, 7221 S. 76th St.; grant license subject to a surrender of the license of Pantheon, 7621 W. Rawson Avenue and provision of a valid lease for the new premises and compliance with all State and City of Franklin regulations;
Grant Operator license with warning letter to Ashleigh Ponga, 6062 S 36th St, Greenfield;
Grant Operator Licenses to Kendrick W Hoehn, 1008 Montclair Dr, Racine; Nisa Razo, 1826 S 18th St, Milwaukee; Amanda L Smith, S97 W13776, Muskego;

Grant the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant to the following:

- 1) Franklin Health Department, Park Permits, Bike Safety Event; 06/06/20 and Movie Night 06/20, Lions Legend Park;
- 2) Franklin Historical Society, Park Permit, year-round, Lions Legend Park, pending receipt of Certificate of Insurance;
- 3) Franklin Noon Lions Club, Civic Celebration, Temporary Class B, Operator Licenses, Labor Day Fair Permit; 07/03 - 07/05/20 and 09/06 - 09/07/20 Civic Celebration and St Martins Fair;
- 4) Franklin Lions Club, Meetings & Fundraisers for St Martins Fair Permit, Park Permits, Temporary Class B Beer and Operator's Licenses; 04/11/20, 07/14/20, 07/28/20, 08/11/20, 09/06-09/07/20;
- 5) Franklin Police Citizens Academy Alumni, St Martins Fair Permit, 09/06 - 09/07/20;
- 6) Franklin Public Library Foundation, Park Permit & Temporary Class B, Summer, 2020; November, 2020 & December, 2020;
- 7) Knights of Columbus, Arts & Craft Fair, Extraordinary Entertainment and Special Event License; 09/06/2020;
- 8) Root River Church, St Martins Fair, St Martins Fair Permit; 09/06 – 09/07/20;
- 9) VFW Post 10394, St Martins Fair; Temporary Entertainment & Amusement, Temporary Class B Beer, St Martins Fair Permit; 09/06 – 09/07/20, pending receipt of Certificate of Insurance;
- 10) Xaverian Missionaries, Annual Mission Festival; Extraordinary Event License, Temporary Class B Beer and Wine License, Operator License and Sign Permits. 06/27 - 06/28/20.

Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

CLOSED SESSION
S. 76TH ST. & W. RYAN
RD. DEVELOPMENT

- G.17. Alderman Barber moved to enter closed session at 8:06 p.m. pursuant to Wis. Stat. §19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreements(s) for, including, but not limited to the propert(ies) at the Northeast corner of South 76th Street and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Dandrea. On roll call, all voted Aye; motion carried.

Upon reentering open session at 8:33 p.m., no action was taken on this item.

CLOSED SESSION
W. ELM RD.
TKN: 979-9997-000
DEVELOPMENT

- G.18. Alderman Barber moved to enter closed session at 8:35 p.m. pursuant to Wis. Stat. §19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms related to potential development and proposal and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of a potential development agreement for the development of property located on the south side of West Elm Road in the approximately 3500 block area where West Elm Road to be extended to the west, consisting of approximately 79.79 acres and bearing Tax Key No. 979-9997-000, and to reenter open session at the same place thereafter to act on such matters discusses therein as it deems appropriate. Seconded by Alderman Dandrea. On roll call, all voted Aye; motion carried.

Upon reentering open session at 8:51 p.m., no action was taken on this item.

CLOSED SESSION
3617 W. OAKWOOD RD.
& 3548 SOUTH COUNTY
LINE RD.
DEVELOPMENT

- G.19. Alderman Taylor moved to enter closed session at 8:53 p.m. pursuant to Wis. Stat. §19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisition(s) and public improvements and development(s) and agreement(s) for the Tax Incremental District No. 4 Franklin Corporate Park, including, but not limited to the properties located at 3617 West Oakwood Road (Tax Key No. 950-9997-001) and 3548 South County Line Road (Tax Key No. 979-9999-000), and the investing of public funds and governmental actions in relation thereto and to effect such acquisitions(s) and development(s), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 9:07 p.m., no action was taken on this item.

ADJOURNMENT

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

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CITY OF FRANKLIN
SPECIAL COMMON COUNCIL MEETING
DECEMBER 12, 2019
MINUTES

ROLL CALL

- A. The special meeting of the Common Council was held on December 12, 2019 and called to order at 5:30 p.m. by Common Council President Mark Dandrea in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderwoman Kristen Wilhelm, Alderman Mike Barber, and Alderman John R. Nelson. Excused were Mayor Steve Olson, Alderman Dan Mayer and Alderman Steve F. Taylor. Also present were Director of Finance & Treasurer Paul Rotzenberg, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

Presiding Officer Dandrea stated he will be voting as Alderman.

CITIZEN COMMENT

- B. Citizen comment period was opened at 5:31 p.m. and closed at 5:34 p.m.

TID 5 IMPACT FEES
AGREEMENT

- C. Alderman Barber moved to approve the Tax Incremental District No. 5 Ballpark Commons development project Agreement regarding Impact Fees and Irrevocable Payment Bond as presented to the Common Council at this meeting subject to technical and minor changes by the Director of Finance & Treasurer and the City Attorney. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- F. Alderman Barber moved to adjourn the meeting at 5:50 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12-17-19
REPORTS & RECOMMENDATIONS	Mayoral Appointments	ITEM NUMBER E.

The Mayor has made the following appointment for Common Council confirmation:

Plan Commission:

Patrick Leon, 7836 W. Winston Way, (Ald. Dist. 2), 3-year unexpired term expiring 04/30/22.

COUNCIL ACTION

Motion to confirm the following Mayoral appointment:

Plan Commission:

Patrick Leon, 7836 W. Winston Way, (Ald. Dist. 2), 3-year unexpired term expiring 04/30/22.

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Tuesday, February 19, 2019 9:57 PM
To: Lisa Huenig; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Patrick Leon
PhoneNumber:
EmailAddress:
YearsasResident: 5+
Alderman: Daniel Mayer
ArchitecturalBoard: 0
CivicCelebrations: 0
CommunityDevelopmentAuthority: 1
EconomicDevelopmentCommission: 0
EnvironmentalCommission: 0
FinanceCommittee: 0
FairCommission: 0
BoardofHealth: 0
FirePoliceCommission: 1
ParksCommission: 0
LibraryBoard: 0
PlanCommission: 1
PersonnelCommittee: 0
BoardofReview: 0
BoardofPublicWorks: 0
QuarryMonitoringCommittee: 0
TechnologyCommission: 0
TourismCommission: 0
BoardofZoning: 0
WasteFacilitiesMonitoringCommittee: 0
BoardWaterCommissioners: 0
CompanyNameJob1: Rockwell Automation
TelephoneJob1: 414-382-1239
StartDateandPositionJob1: 3/2013 / Buyer
EndDateandPositionJob1: N/A
CompanyNameJob2: U.S. Army Reserve
TelephoneJob2: 920-339-7200
StartDateandPositionJob2: 10/2002 / Operations Sergeant Major
EndDateandPositionJob2: N/A
CompanyNameJob3: Midwest/Frontier Airlines

TelephoneJob3:	N/A
StartDateandPositionJob3:	6/2006 / Reservations Agent
EndDateandPositionJob3:	9/2012 / Help Desk Agent
Signature:	Patrick L. Leon
Date:	2/19/2019
Signature2:	Patrick L. Leon
Date2:	2/19/2019
Address:	7836 W Winston Way
PriorityListing:	(1) Community Development Authority; (2) Fire and Police Commission; (3) Plan Commission
WhyInterested:	To help shape development and/or public use projects in Franklin.
CompanyAddressJob1:	1201 South 2nd Street Milwaukee, WI 53204
DescriptionofDutiesJob1:	Supply chain
AddressJob2:	2929 Holmgren Way Green Bay, WI 54304
DescriptionofDutiesJob2:	Oversight of Army Reserve battalion operations and planning section.
AddressJob3:	555 West Air Cargo Way Milwaukee, WI 53207
DescriptionofDutiesJob3:	Call center airline reservations support.
AdditionalExperience:	Previously served on Franklin Plan Commission from 2016-2017 (*resigned due to overseas deployment with Army Reserve. Four overseas deployments with U.S. Army Civil Affairs battalion working with local government on projects to improve/stabilize conditions in various municipal and regional areas.
ClientIP:	75.9.81.117
SessionID:	mlpaoi3x41vivliw0zfcl545
<u>See Current Results</u>	

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F.

MEMORANDUM

Date: December 12, 2019

To: Aldermen

From: Stephen R. Olson
Mayor

RE: Got Your Back: Exploring fire and EMS service sharing opportunities in Franklin, Greenfield, Greendale, and Hales Corners – December 2019

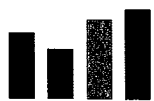
On December 10, 2019, the Wisconsin Policy Forum released its new report titled “Got Your Back: Exploring fire and EMS service sharing opportunities in Franklin, Greenfield, Greendale, and Hales Corners” (attached).

I have requested that representatives of the Wisconsin Policy Forum come present their findings of this report to the Committee of the Whole Meeting of January 6, 2020.

/lh

GOT YOUR BACK

*Exploring Fire and EMS Service Sharing
Opportunities in Franklin, Greenfield,
Greendale and Hales Corners*



WISCONSIN

POLICY FORUM

ABOUT THE WISCONSIN POLICY FORUM

The Wisconsin Policy Forum was created on January 1, 2018, by the merger of the Milwaukee-based Public Policy Forum and the Madison-based Wisconsin Taxpayers Alliance. Throughout their lengthy histories, both organizations engaged in nonpartisan, independent research and civic education on fiscal and policy issues affecting state and local governments and school districts in Wisconsin. The Wisconsin Policy Forum is committed to those same activities and to that spirit of nonpartisanship.

PREFACE AND ACKNOWLEDGMENTS

This report was undertaken to provide citizens and policymakers in the cities of Franklin and Greenfield and the villages of Greendale and Hales Corners with analysis of possible service sharing and consolidation options that might improve the quality and cost effectiveness of fire and emergency medical services in their communities. The intent was to lay out a series of options for their consideration, but not to make recommendations on the future of those services in the respective communities.

We would like to thank Franklin, Greenfield, and Hales Corners for providing partial financial support of this research and the fire chiefs, mayors, and administrators of the four municipalities for providing information and patiently answering our questions.



GOT YOUR BACK

*Exploring fire and EMS service sharing
opportunities in Franklin, Greenfield, Greendale,
and Hales Corners*

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BACKGROUND AND INTRODUCTION

In May 2012, the Wisconsin Policy Forum (then known as the Public Policy Forum) released a detailed analysis of possibilities for shared or consolidated fire and emergency medical services (EMS) in southern Milwaukee County. The report was undertaken at the request of municipal leaders from the five communities it covered: the cities of Franklin, Greenfield, and Oak Creek and the villages of Greendale and Hales Corners. It was precipitated by a variety of challenges facing those communities with regard to maintaining service levels and meeting increased demand, as well as a collective desire to explore the potential benefits of tackling those challenges together.

The report focused initially on consideration of enhanced cooperation and service sharing in various areas of fire department operations that could occur within existing administrative and operational frameworks. It then modeled three increasingly comprehensive approaches, which could be implemented either on a step-by-step basis or independently:

- A **Coordinated Support Services** model, which would have created unified bureaus to conduct training, vehicle maintenance, and fire inspection services for the five departments collectively.
- An **Operational Consolidation** model, which envisioned a unified operations framework under which the “closest unit responds” regardless of municipal boundary, but which retained the five departments as separate entities.
- A **Full Consolidation** model, under which the five departments would merge into a unified Southern Milwaukee County Fire Department with its own governance structure, budget, personnel, equipment, and operational framework.

While the report received considerable attention and deliberation by each of the five communities, no action was taken to implement any of the enhanced sharing/consolidation options. A primary factor was financial – while the Forum’s analysis estimated up to \$1 million of annual operations savings across the five communities and almost \$4 million in collective capital savings over five years, how those savings might be distributed was unclear. In the end, several of the communities determined that potential financial savings and other potential benefits were not attractive enough to justify a potential loss of local control over the precise nature and scope of fire and EMS operations in their communities.

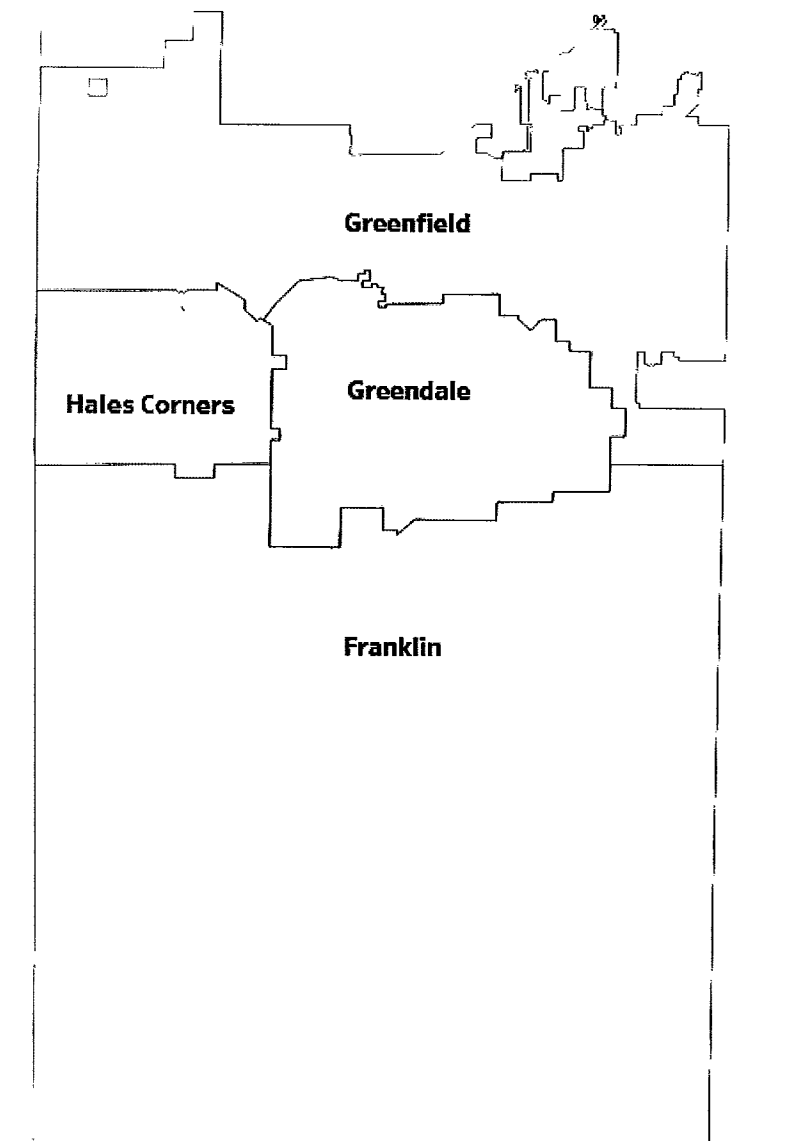
Seven years later, each of the five municipalities retains independent fire and rescue departments with roughly the same responsibilities and capacity as in 2012 (though Greendale has now become a full advanced life support (ALS) provider and handles public safety dispatching by contract for Hales Corners). Some of the staffing and service-level challenges that prompted the 2012 analysis have been addressed, but others have intensified. Meanwhile, new challenges have emerged as demand for EMS services in particular has increased.

In response to those challenges, voters in Greenfield approved a referendum in November 2018 that allows the city to exceed state-imposed property tax levy limits to hire a new battalion chief (to head up training) and a new EMS case manager. The referendum also allows the city to add five police officers. Officials in Franklin recently considered a similar referendum to add fire department staffing

but preliminary analysis indicated insufficient voter support. A referendum to add police personnel in that community was rejected by voters.

In the spring of 2019, the mayors of Greenfield and Franklin and their fire chiefs asked the Forum to update its 2012 analysis and consider anew the fire and EMS service sharing possibilities that may exist for those two communities. After subsequent discussion, it was determined that Greendale and Hales Corners also should be part of the analysis given their geographic location between the two larger cities (see **Map 1**) and the fact that the four communities comprise Emergency Management Zone D in Milwaukee County. The legislative bodies in each of the four communities agreed to participate in the study, with three of the four (Greenfield, Franklin, and Hales Corners) providing financial support. Oak Creek was not approached given its lack of interest in pursuing recommendations from the previous study.

Map 1: Franklin, Greendale, Greenfield, and Hales Corners



The Forum launched the analysis in April 2019. It was conducted with the participation of the fire chiefs from the four municipalities and input from their administrators. While not endorsing any specific approach, the chiefs met several times with Forum researchers to share information and discuss operational details of various service sharing options.

In the pages that follow, we lay out the results of our analysis. It is important to note that its purpose was not to recommend a specific service sharing or consolidation approach and implementation plan. Instead, the intent was to develop a range of potential options and to provide sufficient fiscal and programmatic analysis to allow decision-makers to determine which (if any) paths they believe are most viable for more detailed analysis and implementation.

Early in our research process, it became apparent that a consolidation of the four municipal departments into a single department would not be supported by some municipalities. Nevertheless, we believed it was important to include such a consolidation model in our “menu” of potential options as a means of illustrating the potential costs and benefits and allowing readers to benchmark less comprehensive options against that approach. In addition, given that Franklin and Greenfield initiated the analysis and expressed the most interest in collaboration, we include a series of options that would apply only to those two municipalities.

Finally, it is important to point out that while this report provides useful context for local leaders to understand the strengths and weaknesses of their current service models, it does not suggest there is an immediate need for action. On the other hand, the report details some significant challenges that likely will impact all four departments in both the near term and long term, including enhanced growth and demand for fire and rescue services and a more competitive labor market. This study offers an opportunity to consider how each department might respond to those challenges on its own versus in a collaborative manner with its Zone D neighbors.

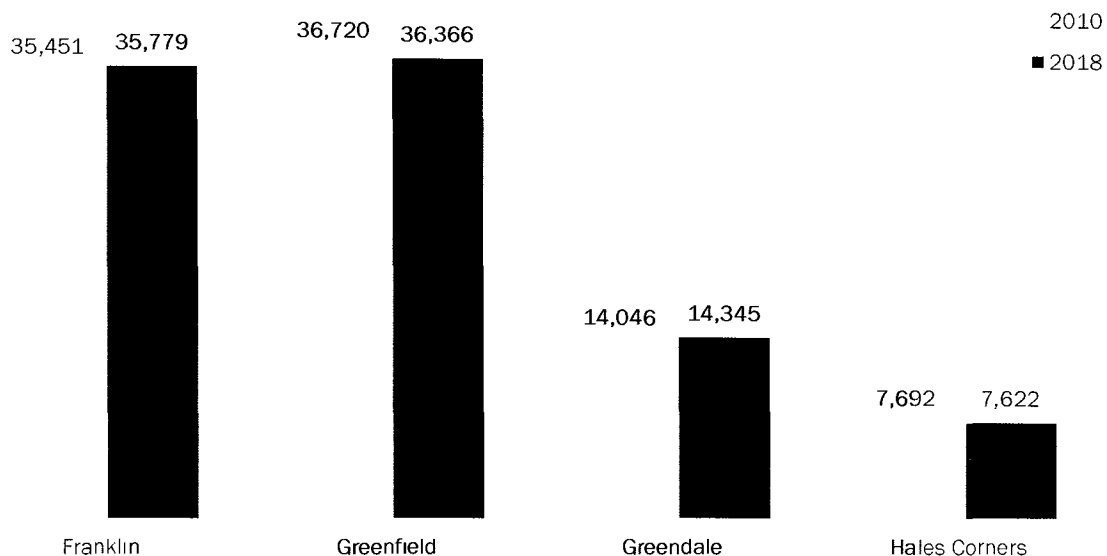
DEMOGRAPHICS

An initial glimpse of the characteristics of the four communities shows that the two cities – while roughly equal in population – have noticeable demographic differences. Greenfield has much higher population density, while Franklin is far less dense with significant room for future growth and development. The villages of Greendale and Hales Corners are more typical suburban areas, and they fall somewhere between Greenfield and Franklin on some demographic indicators

GENERAL DEMOGRAPHIC CHARACTERISTICS

Chart 1 shows population trends between 2010 and 2018 for each municipality. Population has been relatively steady during this period, with change at one percent or less in Franklin, Greenfield, and Hales Corners. Greendale has shown slightly more growth in population, at 2.1% since 2010.

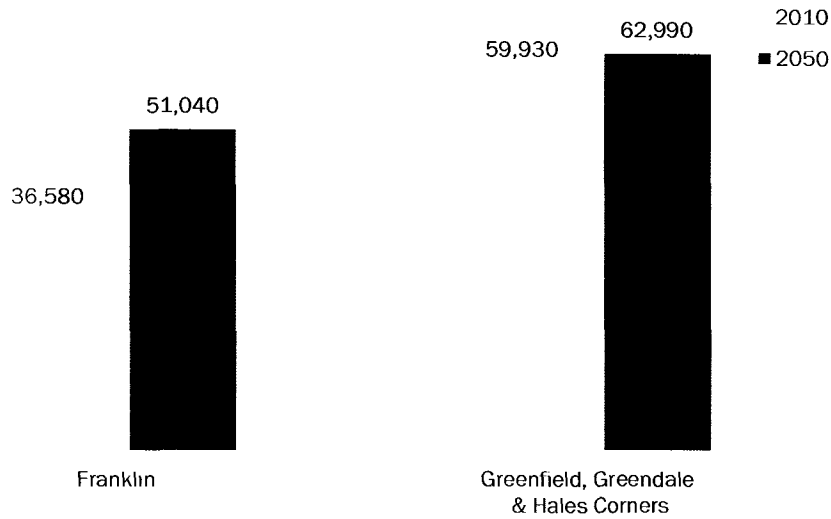
Chart 1: Population trends, 2010 to 2018



Source: Wisconsin Department of Administration, Historical Population Estimates

The Southeastern Wisconsin Regional Planning Commission (SEWRPC) develops population projections for planning purposes. Updated projections after the announcement of the Foxconn development in nearby Racine County anticipated a substantial increase in population and employment in nearby communities, although these projections may be revisited given changes to the Foxconn project scope. As shown in **Chart 2**, Franklin was forecast to experience a 40% increase in population between 2010 and 2050. The other three more densely developed and northern communities together are forecast to grow by 5%.

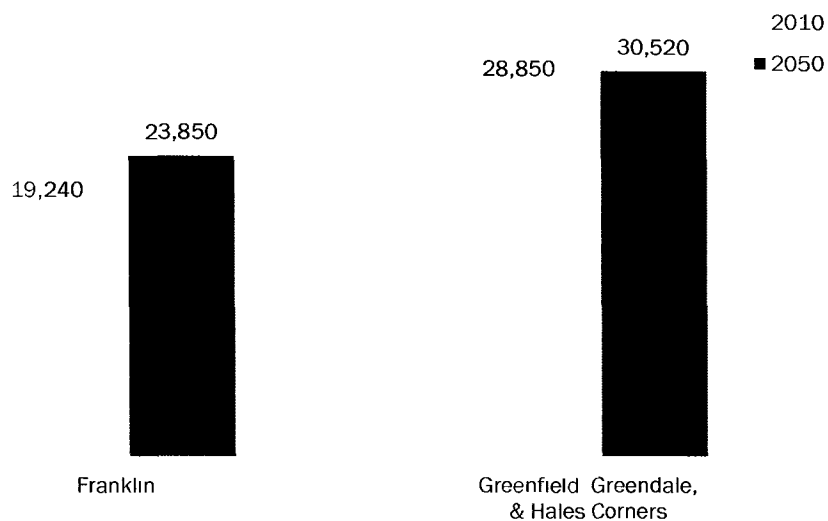
Chart 2: SEWRPC population projections, 2010 to 2050



Source: Second Amendment to Vision 2050, Land use Changes and Transportation Improvements Related to the Planned Foxconn Manufacturing Campus, SEWRPC

Franklin also is expected to add more than twice the number of jobs by 2050 than the other three municipalities combined, although the 24% growth in employment in Franklin is expected to lag the 40% growth in population (see **Chart 3**). The growth in employment in the other three municipalities is projected to be more in line with population growth.

Chart 3: SEWRPC employment projections, 2010 to 2050



Source: Second Amendment to Vision 2050, Land use Changes and Transportation Improvements Related to the Planned Foxconn Manufacturing Campus, SEWRPC

In addition to population and employment numbers and trends, population density is a consideration in determining appropriate levels of fire and EMS capacity. Density is one factor that may affect calls for service, resulting in a need for higher staffing levels and more apparatus at station locations. On the other hand, more densely populated communities may be able to effectively serve their populations with fewer stations.

Table 1 shows that Greenfield has the highest density while Greendale and Hales Corners have somewhat lower and similar densities. Franklin has the lowest density by far, indicating large undeveloped areas that may be ripe for future development

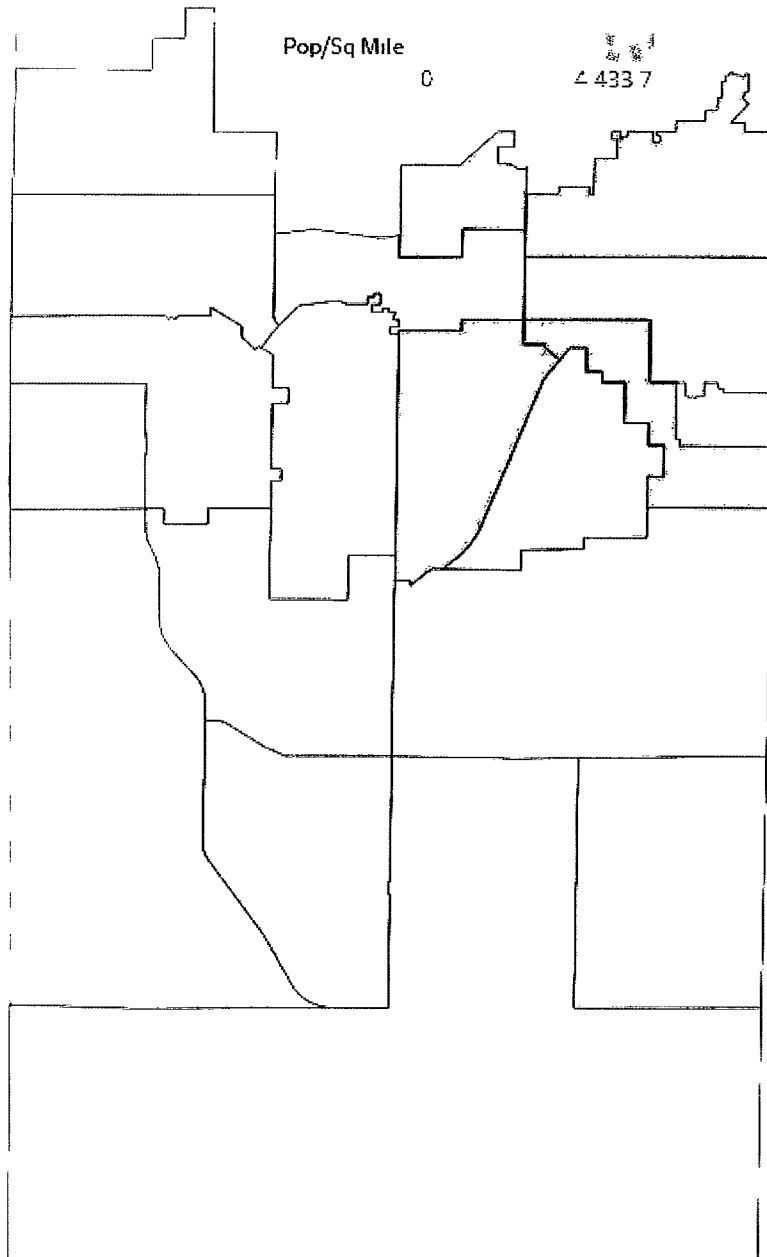
Table 1: Population density, 2017

	Square Miles	Population (1,000)/Sq Miles
Franklin	34.68	1.05
Greenfield	11.52	3.22
Greendale	5.57	2.57
Hales Corners	3.20	2.41

Source: Wisconsin Policy Forum calculations

Map 2 shows population by square mile by census tract for the study area. Greenfield and Greendale have the areas with the highest population densities, although average densities for Greendale, at 2,570 persons/square mile, are closer to Hales Corners (2,410/square mile) than to Greenfield (3,220/square mile). The southern portion of the study area, including much of Franklin, is basically a rural density at 1,050/square mile.

Map 2: Population density by census tract



Another significant demographic indicator, specifically in relation to EMS services, is the percentage of the population older than age 65. **Table 2** shows that while the four communities do not show large differences in median age, Greenfield and Greendale have higher percentages of residents who exceed 65 years of age.

Table 2: Median age and population age 65+

	Total Population			
	2017	65+	% 65+	Median Age
Franklin	36,295	5,902	16.3%	42.4
Greenfield	37,082	7,690	20.7%	43.3
Greendale	14,293	3,337	23.3%	43.8
Hales Corners	7,704	1,313	17.0%	43.9

Source: US Census, American Community Survey 2017

Similarly, EMS services are impacted by the number of nursing homes and senior residential complexes housed within a community (including residential care facilities and apartment complexes). **Table 3** shows a breakdown of such facilities in each of the four municipalities.¹

Table 3: Nursing homes and senior residential care facilities

	Nursing Homes	Other Senior Residential Care Facilities
Franklin	0	15
Greenfield	2	18
Greendale	1	6
Hales Corners	1	4

Source: Wisconsin Department of Health Services

RELEVANT HOUSING AND OTHER CHARACTERISTICS

In considering fire protection, the prevalence of medium and high rise apartment buildings is an important factor and especially affects the need for a department to maintain a ladder truck. **Table 4** shows the number of residential buildings in each community that exceed both three and 20 units, as well as the percentage of housing that is comprised of three or more units in each. Greenfield has by far the highest percentage of multifamily housing, followed by Hales Corners.

Table 4: Type of housing, 2017

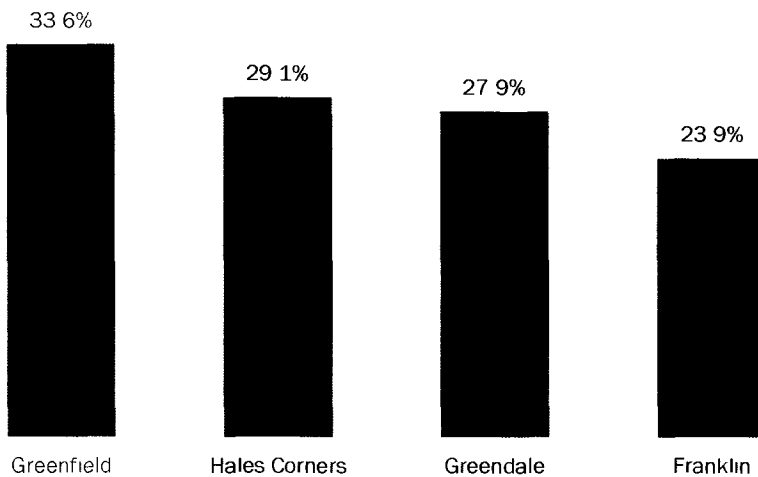
	Total	3 to 19 units	20+ units	Total 3+	3+ as a % of total
Franklin	13,951	1,979	1,638	3,617	25.9%
Greenfield	17,737	4,329	2,832	7,161	40.4%
Greendale	6,232	1,171	391	1,562	25.1%
Hales Corners	3,360	691	417	1,108	33.0%

Source: US Census, American Community Survey, Housing Characteristics, 2017

¹ While the number of nursing homes and senior residential facilities impacts the volume of EMS calls, the number of beds in such facilities also plays a role. Unfortunately, data on numbers of beds were not readily available.

Commercial buildings also can present unique challenges in terms of fire protection. **Table 8** shows commercial property value as a percentage of each community's total assessed value to give a sense of the relative presence of commercial properties in each municipality. Greenfield has the highest percentage of commercial property value, while Franklin has the lowest.

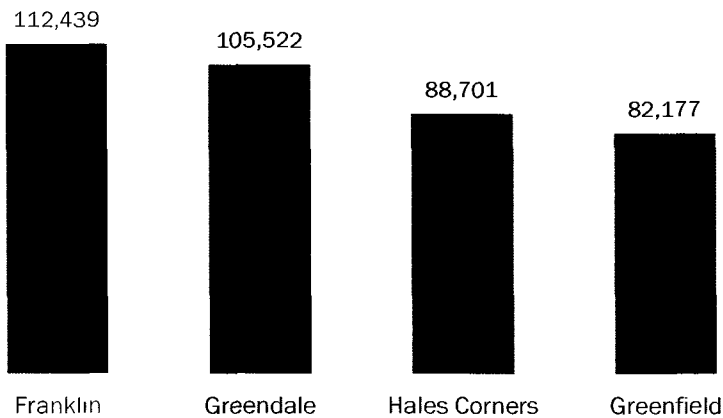
Chart 4: Commercial assessed value as a percentage of total value, 2018



Source: State of WI, Department of Revenue

Finally, a consideration in determining the compatibility of neighboring communities as service sharing partners is their property wealth, which can be an indicator of their capacity to equally partner in providing fire and EMS service. **Chart 5** shows that Franklin and Greendale have the highest per capita assessed values among the four municipalities. Ability to pay is not necessarily the same as willingness to pay, as demonstrated by the above-mentioned consideration and results of recent referendums in Greenfield and Franklin regarding police and fire services.

Chart 5: 2018 assessed property value per capita

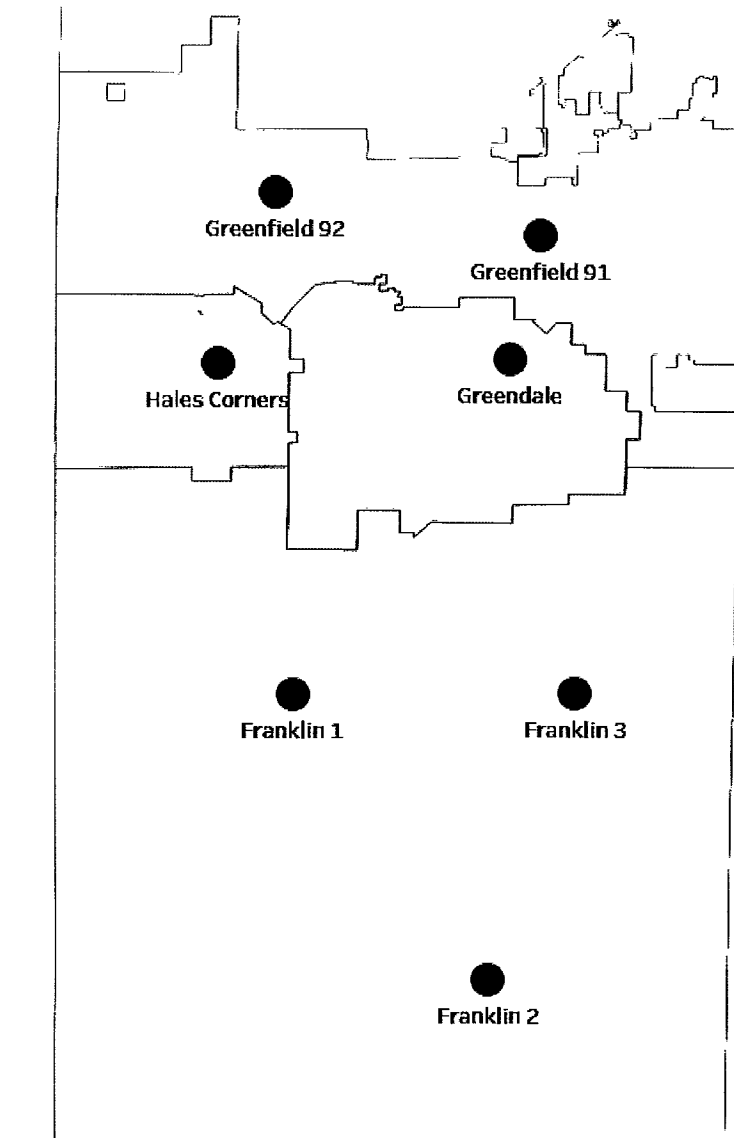


Source: State of WI, Department of Revenue

SERVICE AND WORKLOAD CHARACTERISTICS

In total, the four departments operate seven full-service stations (see **Map 3**). Each department generally responds to calls both with a fire engine that is capable of providing Basic Life Support (BLS) and a med unit (or ambulance) staffed with paramedics that provides ALS service. The departments respond to incidents in each other's service areas on an almost daily basis through mutual aid agreements (or automatic aid in the case of Greendale and Hales Corners), and they also jointly provide specialized rescue services such as dive rescue and confined space rescue, and educational programs such as the Survive Alive trailer.

Map 3: Zone D fire station locations



Franklin, with the largest area to cover, has three stations, although the southernmost station, Franklin 2, is essentially an EMS-only station with only two individuals manning a shift. Greenfield operates two stations. In addition to the chiefs, both the Franklin and Greenfield departments are staffed with assistant chiefs and battalion chiefs, who function as shift commanders. Both Franklin and Greenfield are career departments, meaning that their employees are regular, full-time municipal employees. With very few exceptions, firefighters in both Greenfield and Franklin are all certified as paramedics.

Greendale operates one station and is also a career department that is staffed primarily with paramedics. Hales Corners operates a single station but differs from the other three departments in that its staffing model relies heavily on hourly employees, also referred to as Paid on Premises (POP) employees, who complement the chief and three full-time captain positions (a fourth full-time position of Driver Operator/EMT will be added in 2020). Hales Corners also differs in that its EMS response is limited to BLS rather than ALS.² If an ALS ambulance is needed, Franklin dispatches a med unit from its nearest station, Franklin 1. While Franklin is the ALS resource for Hales Corners, the village has an automatic aid agreement with Greendale and is dispatched by Greendale. This means that for structure fires or other identified types of calls, both Greendale and Hales Corners are dispatched simultaneously.

Instead of battalion chiefs, Greendale and Hales Corners utilize captains for shift supervision. Captains are part of a four-person fire crew and participate in fire or EMS response at a scene. Battalion chiefs, on the other hand, generally are assigned a command function at the scene of a structure fire or other complex incident. Greendale and Hales Corners typically request a battalion chief from Franklin or Greenfield through mutual aid when confronting larger incidents.

It is important to note that while fire/EMS activity and effectiveness is most commonly measured by metrics like calls for service and response times (which we utilize here), there are many important fire department functions that happen outside of emergency response. These include training, fire inspections, plan review, fire prevention/public education, emergency planning, etc. While they are not as easy to measure, they are important to the overall functioning of each department and worth examining since each department handles these jobs in a different way.

SERVICE DEMANDS AND TRENDS

Table 5 shows trends in calls for service by department, which gives an indication of workload demands and the extent to which they are increasing or decreasing. It is important to note that because these totals reflect the number of calls received by each department, mutual aid calls may be counted in more than one department. Similarly, a single incident in Hales Corners may show up as a BLS call for Hales Corners and an ALS call for Franklin. The table shows that despite that coverage, Franklin's call volume still is significantly lower than Greenfield's even though the two cities have similar populations. That said, call volume in Franklin is growing more quickly than in

² Basic Life Support can be provided by an EMT rather than a paramedic. BLS generally includes non invasive procedures such as CPR, dealing with wounds, etc. Advanced Life Support is a more intensive level of care that is provided by paramedics and includes providing an airway, injection of medications, etc

Greenfield, which showed the lowest rate of increase since 2011. Hales Corners has seen a remarkable 40% increase in calls over the past seven years.

Table 5: Combined calls for service, EMS and fire

	Franklin	Greenfield	Greendale	Hales Corners
2011	3,261	4,911	1,625	937
2012	3,381	4,758	1,749	875
2013	3,556	4,821	1,897	967
2014	3,586	4,796	2,031	1048
2015	3,782	5,110	2,029	1060
2016	3,652	5,245	2,204	1216
2017	4,099	5,351	2,288	1356
2018	4,062	5,604	2,110	1312
Change	24.6%	14.1%	29.8%	40.0%
2018 calls/day	11.13	15.35	5.78	3.59

Source: Fire department data obtained by or provided to WPF

As is typical for most fire departments, the majority of calls in the four communities are for EMS response, not fires. For 2018, fire calls as a percentage of total calls range from 17% for Greenfield and Greendale to 25% of calls for Hales Corners.

Table 6 shows trends in EMS calls relative to population. As noted in the previous section on demographics, Franklin has a relatively younger population and this likely contributes to its comparatively lower per capita call volume.

Table 6: EMS calls per 1,000 population

	Franklin	Greenfield	Greendale	Hales Corners
2011	86.22	118.73	99.81	92.00
2012	89.56	114.53	106.28	89.42
2013	93.72	116.86	116.63	97.13
2014	94.84	115.08	126.56	105.76
2015	100.46	124.69	128.69	109.13
2016	96.58	126.47	138.00	128.99
2017	108.17	127.27	138.40	143.72
2018	107.94	131.44	126.18	137.63
% Change	25.2%	10.7%	26.4%	49.6%

Source: Fire department data obtained by or provided to WPF

Note: 200 EMS calls per year are deducted from Franklin's call data to account for ALS calls to Hales Corners. It is assumed that Hales Corners is also responding to these calls with BLS service.

In combination, Tables 10 and 11 show not only that the number of calls is rising in each of these communities, but that the demand for EMS services, absent any change in population, also is rising. Hales Corners shows this trend to the largest extent. In a community that is gradually aging, we would expect the rate of EMS calls/1,000 population to increase. The location of nursing homes or other senior residences also could affect this rate since paramedics are frequently called to senior facilities. In fact, one chief estimated that 50% of his department's total calls are to senior residence facilities.

Another trend that may increase demand for EMS is higher levels of chronic disease and/or disability. Without active case management, many people with chronic conditions may rely on paramedics (and the emergency room) for their basic health care. This concern led the Greenfield Fire Department to recently create a case manager position to control factors that impact call volumes and connect patients to needed health care resources.

MUTUAL AID/AUTOMATIC AID

None of the four departments in this study has the resources to attack a major structure fire or other type of large incident on its own.³ Instead, each depends on surrounding departments through a system of mutual aid. Mutual aid requests are relatively common and exemplify how the four departments already are sharing services.

Mutual aid is designed to expand with the scale of an incident. When additional resources are needed at a scene, dispatchers have instructions that set out a predetermined order for mutual aid, depending on the type of resource that is needed. If the requested department is out on a call or otherwise unavailable, dispatchers go to the next department on the list to find the personnel or truck needed. If the scale of an incident exceeds the resources available in Zone D, then the requesting department will activate the larger MABAS mutual aid system, which reaches all fire departments throughout the county. Mutual aid continues to expand as necessary, even to fire departments outside of the state in the case of a disaster.

Each of the four also provides certain specialized response, such as dive rescue or confined space rescue. When those specialized rescue services are needed, they are provided throughout the region through mutual aid. By sharing these specialized resources, the four departments are able to more effectively manage both personnel and financial resources.

Greendale and Hales Corners go beyond mutual aid with an automatic aid agreement, which means that both departments are dispatched at the same time to larger incidents. The automatic aid agreement is only possible because dispatch services for both departments were recently consolidated in Greendale. Per its 2018 budget, Hales Corners paid \$216,600 to Greendale for dispatch of both police and fire services.⁴

As described above, because Greendale and Hales Corners use a staffing model that involves captains, they request a battalion chief from either Franklin or Greenfield in the case of a structure

³ According to a county-wide agreement that all Milwaukee County fire departments have joined, fire response for a full structure fire requires a minimum of 25 personnel, three engines, two trucks, three commanders, and one med unit.

⁴ 2018 Budget Presentation memo dated November 21, 2017, page iv.

fire or other major incident. Battalion chiefs are needed either to act as commander at the scene or to assist the commander by taking responsibility for safety. In some cases, battalion chiefs respond to a scene even when not formally requested (such as a recent two-car fire at Southridge Mall), especially if personnel from the home department are involved in the response.

Another important aspect of mutual aid is the need to backfill a station with additional staff when a crew is called out. Each time a department provides mutual aid, command staff must decide if there is a need to backfill the station. Larger departments have more personnel on duty and can sometimes reallocate resources between stations to cover a busy period, but the two smaller departments are more reliant on calling in full- or part-time staff to backfill a station. That approach may not result in timely backfilling and can be expensive. In cases where Greendale or Hales Corners receives simultaneous calls, they will generally call for mutual aid.

Table 7 shows the number of times each department received and provided mutual aid for the last year for which complete data are available.⁵ Because each department tracks mutual aid responses differently, the data in this table should not be viewed as providing precise comparisons, though they do give a sense of the extent of mutual aid received and provided by each department.

Table 7: Mutual aid given and received

	MA Received	MA Given	Total Calls	MA Given as a % of Total Calls
Franklin	100	96	4,062	2.4%
Greenfield	196	210	5,604	3.7%
Greendale	192	178	2,110	8.4%
Hales Corners	123	198	1,312	15.1%

Source: Fire department data provided to WPF

Mutual aid as a percentage of total calls is higher for Greendale and Hales Corners, in part because of their automatic aid agreement and their heavy reliance on each other for support. As we will discuss in a later section, while such cooperation is laudable, it may not result in the closest and most appropriate unit responding given that a station in Greenfield or Franklin may be able to provide a closer mutual aid response in certain parts of both villages.

RESPONSE TIMES

Table 8 shows average response times for each department measured from time of dispatch to arrival of unit on scene. Again, the departments do not measure response time in exactly the same way, so comparisons between them may not be fully accurate. The National Fire Protection Association suggests that career fire departments set an objective of a six-minute average response time for EMS calls and a 6:20 average response time for fire calls. Hales Corners narrowly exceeds

⁵ The data for Franklin, Greenfield, and Greendale are from 2018, while the data from Hales Corners are from 2017. Also, Greenfield provides mutual aid back up to West Allis and Milwaukee, while the other three departments do not.

the standard for EMS calls and Franklin slightly exceeds it for fire calls, but for the most part each of the departments meets or comes close to meeting these standards.⁶

Table 8: Average response times for EMS and fire

	EMS	Fire
Greenfield	5:57	6 01
Franklin	5:28	6:23
Greendale	5 01	6 12
Hales Corners	6:20	6:20

Source: Fire department data provided to WPF

⁶ National Fire Protection Association, Standard 1710

FIRE DEPARTMENT STAFFING AND BUDGETS

In total, the four departments employ about 133 people. That includes 120 individuals who work on 24-hour shifts (one shift every three days). Each department also employs individuals who work regular eight-hour days and generally do not respond to calls.

Shift staffing refers to the number of firefighters on shift duty at any one time. It is a good indicator of the amount of resources available to respond to emergencies around the clock. Firefighters have time off for vacation, sick leave, disability, family leave, etc., as well as for training. Consequently, departments must employ more than three firefighters to staff a single shift (i.e. a single on-duty position on a 24/7, 365-days per year basis). In general, the number of full-time, career employees required to staff a single shift ranges from 3.75 to 4.0. When departments use hourly employees or paid on premises firefighters to staff shifts, this ratio can be considerably lower since those employees are paid only for hours they work and do not accrue paid time off.

Map 4 shows shift staffing at each station in the region, or the number of firefighters/paramedics ready to mobilize in response to calls for service at any time.⁷ Combined, under normal working conditions, Zone D is served by 33 individuals on shifts.

⁷ In 2018, Hales Corners had lower shift staffing because of difficulty recruiting and other issues. The department has recently successfully recruited sufficient personnel to staff 4.0 shifts. Also, Greenfield classifies 15 of its firefighter/paramedics as heavy equipment operators or drivers, but for the sake of comparison in this analysis we classify all such positions as firefighter/paramedics.

Map 4: Station Shifts

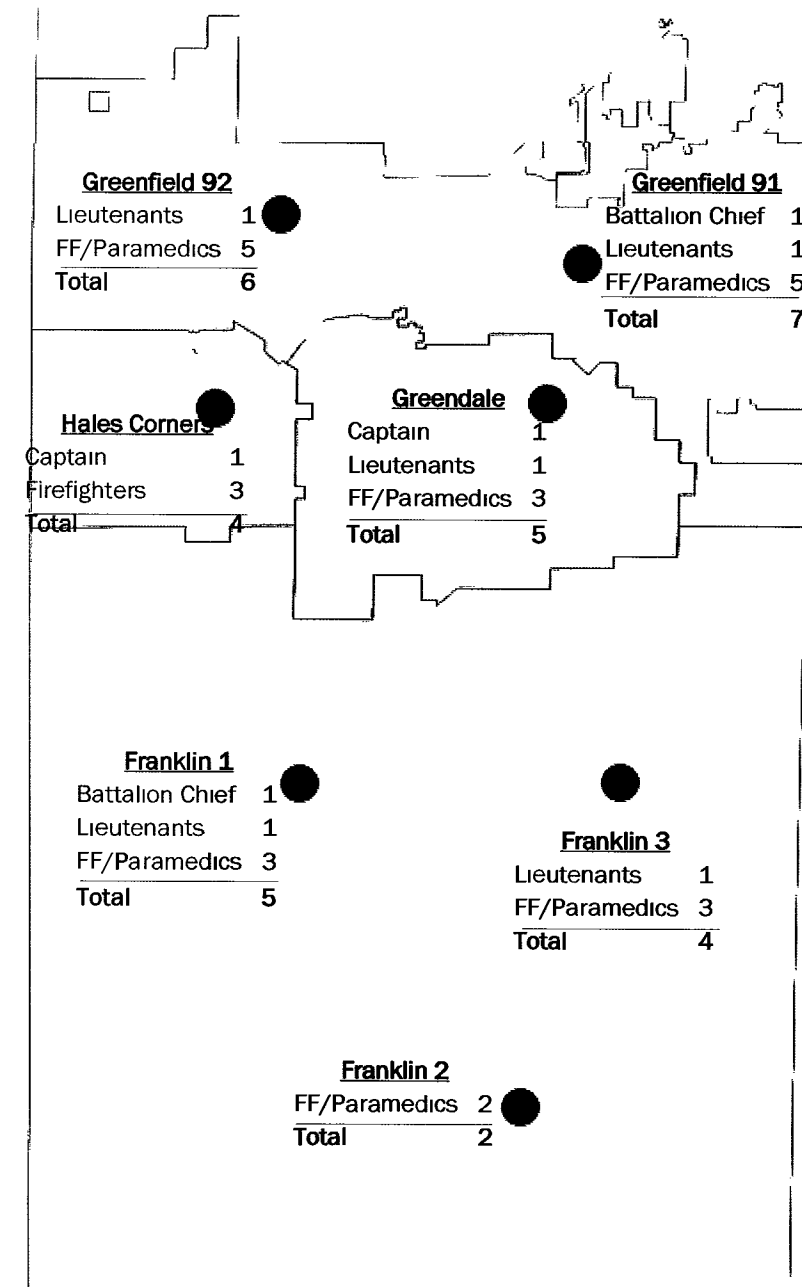


Table 9 shows non-shift staffing at the four departments. In the two smaller departments (Greendale and Hales Corners), the only non-shift staff are the chiefs. Non-fire and EMS response functions like fire inspections, training, fire prevention, etc. are handled by captains on their regular shifts.

In Franklin, the chief, assistant chief, and two other employees – an administrative assistant and community fire prevention specialist – do not work shifts. The fire prevention specialist covers all inspections and also is tasked with fire prevention and public education activities.

Greenfield has the largest contingent of non-shift staffing. In addition to the chief, the department employs a full-time code enforcer who manages two part-time civilian inspectors. As noted earlier, Greenfield also recently added a civilian case manager with the goal of connecting heavy utilizers of EMS to appropriate primary health care. Finally, Greenfield has two battalion chiefs who do not work regular shifts – one who focuses on community risk reduction/EMS and a second who manages and implements training.

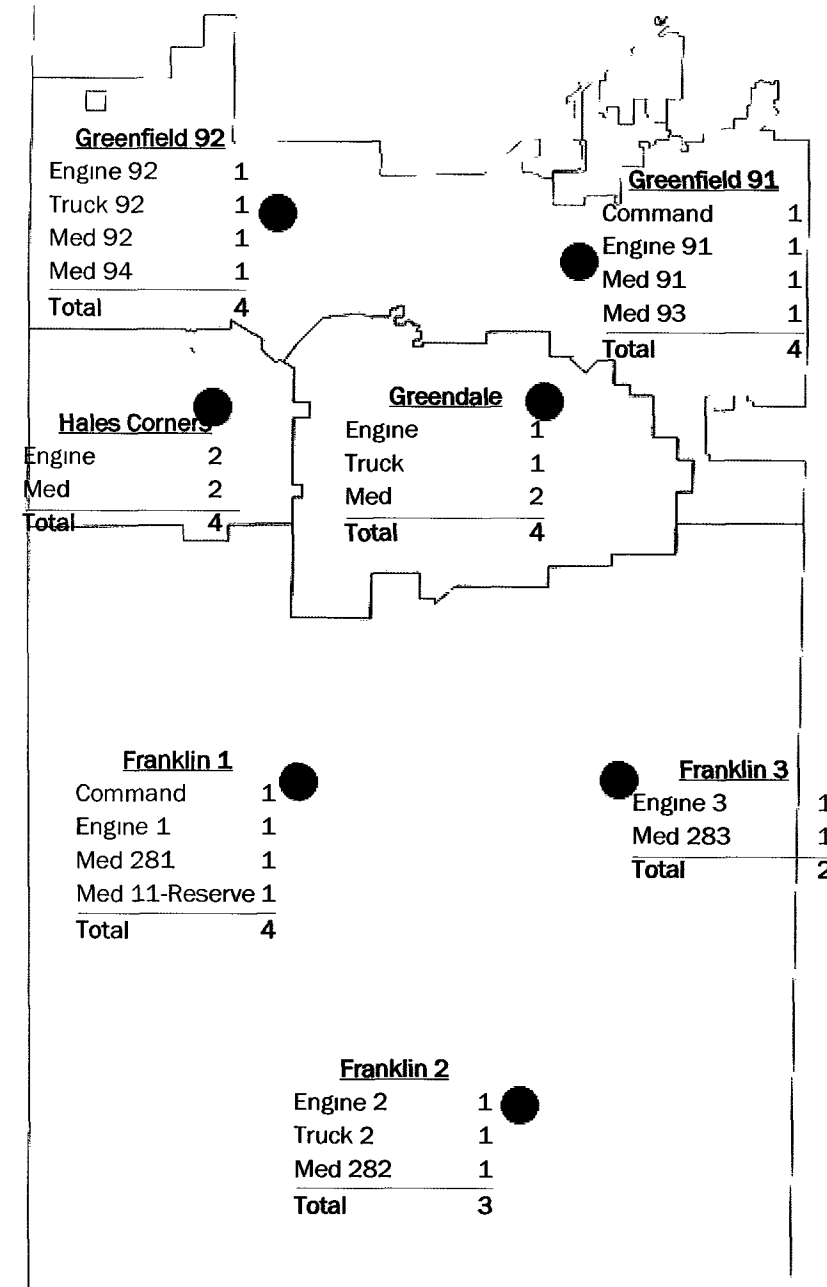
Table 9: Non-Shift staffing

	Total	Franklin	Greenfield	Greendale	Hales Corners
Chief	4.00	1.00	1.00	1.00	1.00
Asst Chief	2.00	1.00	1.00		
Battalion Chiefs (non-shift)	2.00		2.00		
Admin Asst	1.00	1.00			
FT Case Manager	1.00		1.00		
FT Fire Marshal - code & inspection	1.00		1.00		
PT Fire Marshal - code	0.50		0.50		
PT Fire Marshal - inspection	0.50		0.50		
Fire Prev Spec	1.00	1.00			
Total FTE	13.00	4.00	7.00	1.00	1.00

APPARATUS

Map 5 shows the primary response vehicles housed at each station (specifically trucks, engines, med units, and command vehicles, which are also known as apparatus). Each station also garages several other vehicles, primarily pickup trucks and SUVs that are used for a variety of purposes. Specialty vehicles include those used for dive rescue and technical rescue units, Survive Alive Trailer, and similar vehicles.

Map 5: Station Apparatus



FIRE DEPARTMENT BUDGETS

Table 10 details 2018 operating budgets for each of the four fire departments. Because Hales Corners staffs its department mainly with hourly employees who do not receive benefits, it shows a much lower net expense per resident. In fact, the cost per shift in Hales Corners (net of revenue) is just under \$200,000, while the cost per shift of the three career departments averages \$412,000.

Similarly, Greenfield has the highest per capita cost, partially because it utilizes the largest number of non-shift personnel. These figures do not account for the impact of the recently passed referendum, which will result in additional investment in fire protection in Greenfield and further increase its per capita spending.

The divergence in per capita spending on fire and EMS between Hales Corners and the other three communities presents a significant barrier to potential consideration of service sharing and consolidation among the four Zone D communities. That is because consideration of options that would enhance service levels across the region to approximate those typically expected from a “career” department likely would require Hales Corners to substantially increase its fire and EMS spending. As we will discuss in greater detail below, an important question for Hales Corners officials is whether such spending increases will be desired or required to bring its department up to that level anyway; and if so, whether accomplishing that objective through a collaborative approach would be less expensive than going it alone.

Table 10: 2018 operating budgets⁸

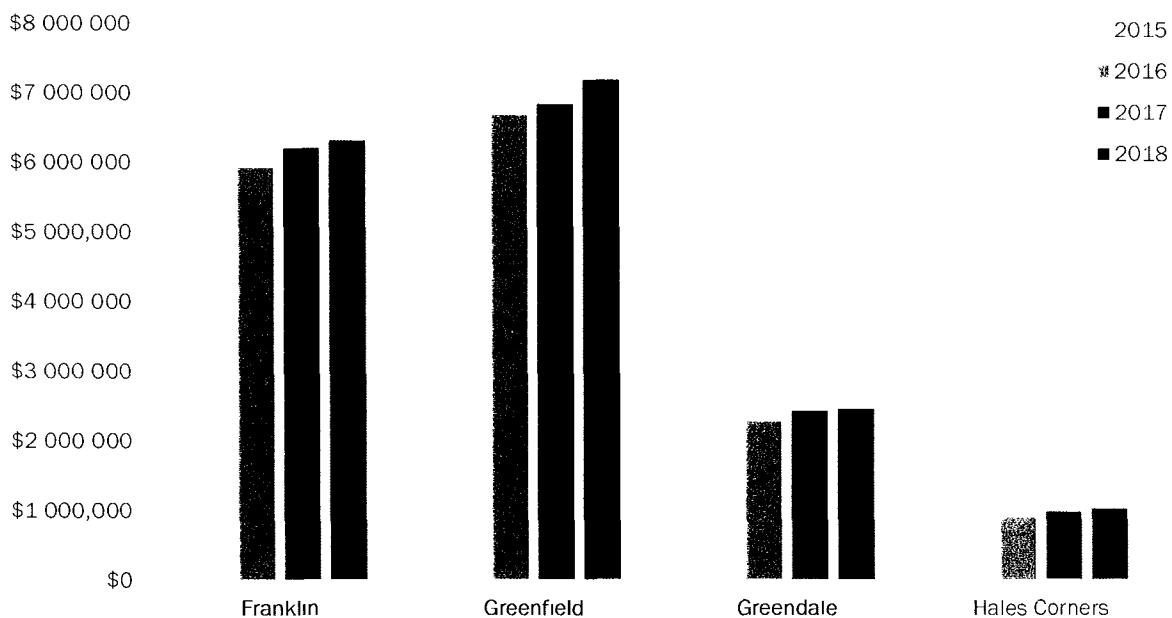
	Franklin	Greenfield	Greendale	Hales Corners
Expenses				
Salaries	\$4,036,406	\$4,585,639	\$1,554,153	\$628,516
Benefits	\$1,792,280	\$1,753,059	\$734,749	\$148,157
Total Personnel	\$5,828,686	\$6,338,699	\$2,288,902	\$776,673
Services/Supplies	\$481,500	\$839,339	\$163,965	\$248,426
Total Operating Expense	\$6,310,186	\$7,178,038	\$2,452,867	\$1,025,099
Revenue				
Ambulance Fees	\$1,175,000	\$1,350,000	\$518,000	\$268,845
Other Revenue	\$256,500	\$319,846	\$85,668	\$59,442
Total Revenue	\$1,431,500	\$1,669,846	\$603,668	\$328,287
Net Operating Expense	\$4,878,686	\$5,508,192	\$1,849,199	\$696,813
Revenue Offset	22.7%	23.3%	24.6%	32.0%
Net Expense per Capita	\$136.36	\$151.47	\$128.91	\$91.42

⁸ These figures reflect 2018 budgeted amounts for Hales Corners, 2018 actual projections for Greendale based on mid year estimates, and 2018 actual amounts for Franklin and Greenfield. Also, it should be noted that unlike the other three departments, Greenfield does not include OPEB expenses in its fire department budget but instead budgets those costs centrally and that Worker's Compensation insurance is not included in Greendale's totals but is for the others. Finally, we have removed any equipment replacement and capital expenses included in operating budgets and instead show those in a subsequent table detailing capital expenses.

The revenue offset shown above represents the percentage of departmental expenditures that is offset by revenue, including ambulance fees (the single largest revenue source), inspection fees, and state grants. The revenue offset is relatively consistent between Greenfield, Franklin, and Greendale but is greater in Hales Corners, mainly because its costs are lower.

Chart 6 shows fire department operating expenditures for each community from 2015 through 2018. Franklin and Greendale saw expenditure increases of about 1% annually, which lagged the rate of inflation. Hales Corners' expenditures increased by almost 4% annually, which corresponds to its substantial increase in calls for service.

Chart 6: Fire department operating expenditures, 2015-2018



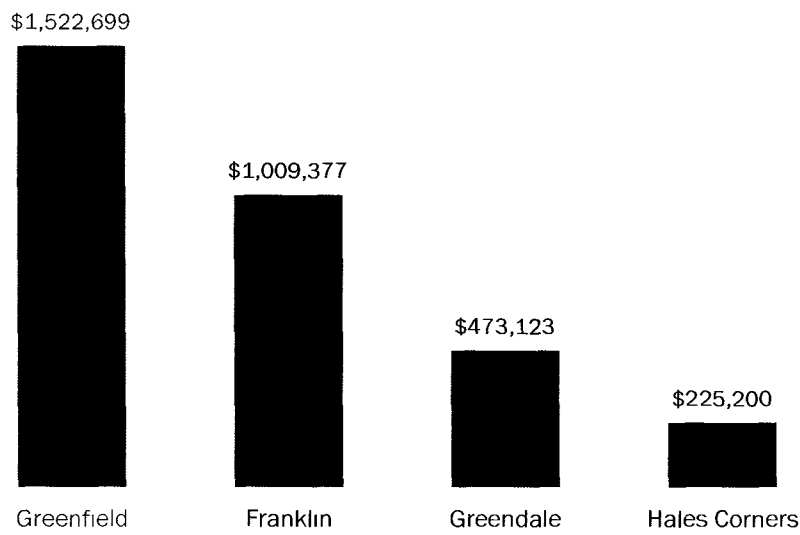
Capital expenditures on apparatus and other equipment also contribute significantly to the cost of fire and rescue services. Comparing capital expenditures between the four departments is difficult because each has a different method for funding apparatus and equipment replacement. Some appropriate dollars annually to special reserves for equipment replacement that are then used for major purchases when that need occurs, while others budget equipment and capital costs in the year the expense is incurred.

One of the largest categories of capital expense is the purchase of new vehicles. The four departments collectively purchased six new medical units in 2015 and 2016. Greendale also built a new fire station during this time period at a cost of \$6.3 million.

Because capital expenses can vary from year to year, **Chart 7** shows the total capital expenditures for 2015 through 2018. The expenditure for the Greendale fire station is not included since it is a

unique expense and not indicative of trends in capital spending. It is important to note that even four-year totals may provide a misleading picture, as a single large vehicle purchase during one of those four years could skew the total.

Chart 7: Total capital expenses, 2015 through 2018



SERVICE SHARING AND CONSOLIDATION OPTIONS

In this section, we probe how enhanced service sharing or consolidation may offer an opportunity to help manage rising demands for service, intensifying budget climates, and other fire and EMS challenges facing the four communities.

Both our original 2012 report and our updated analysis find that the four Zone D departments work well together to provide a relatively high level of fire/EMS service on a regional and municipal level. This cooperation is most evident in the system of mutual aid, as well as in the way the departments share specialized equipment, plan joint training sessions, and meet on service issues and strategic planning.

A larger question is how these departments will be able to weather changes that are anticipated in the next several years. Looking ahead, there are four general areas of concern:

- **Fiscal constraints.** All four are facing steady increases in the cost of services, which are coupled with strict state-imposed property tax levy and expenditure limits, as well as the potential of reduced funding from Milwaukee County for EMS. Thus far, funding challenges have been most prominently discussed in Franklin, as the chief has cited the need for additional resources to accommodate increased call volumes and a referendum to exceed property tax levy limits to hire more fire personnel was considered but not pursued. The chief also noted in the department's 2018 annual report that the issue is not just about *adding* resources to keep pace with increased demand, but also that "there is a point on the horizon where the current level of services are unsustainable with the resources provided."
- **Tightening labor market.** This has less of an impact on career departments as long as they continue to pay competitive salaries and benefits. On the other hand, while Hales Corners has recently had success recruiting for additional POP firefighters, this operating model may not be sustainable in the longer term. Southeast Wisconsin and the state as a whole are enjoying historically low unemployment rates and an aging workforce means that area employers' demand for workers is likely to remain strong well into the future. That, in turn, may negatively impact the pool of potential POP staff. In addition, several departments across the state that rely on hourly firefighters have told us they often see their recruits leave after a short period for career positions at other departments once they have garnered sufficient training as POP staff. Finally, some POP employees in Hales Corners also serve as career staff in neighboring departments, but the pool of those employees also is becoming limited.
- **Increased calls for service.** As the region grows and the population ages, calls for service are likely to continue to increase. As discussed earlier in this report, even with relatively little change in population, the demand for EMS has grown markedly. In addition, as discussed earlier, Franklin in particular faces the potential for considerable additional service demand from new development.
- **Mutual aid challenges.** These pressures ultimately may impact the ability of each department to support the current configuration of mutual aid in the region. For example, if the county phases

out its EMS subsidy and call volumes in Franklin continue to grow, then that department may need to re evaluate its ability to provide ALS primary response in Hales Corners. Even without that potential occurrence, if call volumes continue to grow in Franklin without a corresponding increase in staff capacity, then its neighbors may not be able to count on Franklin's mutual aid support at levels previously enjoyed.

Below we discuss three broad options for enhanced collaboration among the four departments. The number of options is limited, in part, because substantial service sharing and cooperation already is occurring.

OPTION 1: ENHANCED SHARING OF COMMAND/SPECIALIZED STAFF

In discussing with the chiefs how the four departments might benefit from enhanced coordination and/or capacity, two areas that emerged were training and EMS. Specifically, consideration of **jointly funding specialized battalion chief-level positions to coordinate training and enhance the capacity and quality of EMS for the Zone D region** as a whole was suggested.

Training is crucial to any fire department and is not just a once-a-year activity for fire personnel, instead, it is a continuous process that helps firefighters/paramedics improve their job performance and avoid injury or even death. While the departments occasionally schedule joint training, fully combining the training function under an experienced, dedicated training officer could be beneficial.

One benefit would be to relieve existing command staff or captains in each individual department from the responsibility of coordinating training activities and staying up to speed on new training requirements. Additionally, since the departments frequently work together at the scene of the most complex and challenging incidents, joint training would improve on-scene operations.

In discussing how a training officer position could be shared, the chiefs suggested that each department would still maintain its own staff to conduct training activities (possibly dedicated staff in larger departments but probably not dedicated in smaller departments). However, those individuals would work closely with the shared training officer to ensure the scheduling and coordination of training activities that are uniform and that keep pace with best practices. Because Greenfield has now filled a new battalion chief position for training, it was felt that there may be logic in simply jointly funding that position and having it serve all four departments.

A joint EMS officer could offer similar benefits. In light of the growing volume of EMS calls and frequent advances in EMS practice and technology, a jointly funded position to standardize protocols and training, gather and analyze data, and engage in quality control could benefit each of the four municipalities. A dedicated EMS officer also could help implement service level improvements – such as case management of individuals who make frequent calls for EMS – that could promote more efficient use of resources and could eliminate the need for multiple individuals from multiple departments to attend various meetings. Again, this is a function that the Greenfield department has pursued on its own that might plausibly be jointly funded and provided on a regional level.

The annual cost of either a training or EMS officer is approximately \$141,000, counting both salary and benefits **Table 12** shows how that cost might hypothetically be distributed by calls for service. It

is important to note, however, that other methodologies also could be used, including factors linked to population and/or equalized property values.

Table 12: Hypothetical distribution of cost of training officer or EMS officer by calls for service

	2018 Calls	% Distribution	Allocated Cost
Franklin	4,062	31.0%	\$44,000
Greenfield	5,604	42.8%	\$60,000
Greendale	2,110	16.1%	\$23,000
Hales Corners	1,312	10.0%	\$14,000
Total	13,088	100.0%	\$141,000

One question to consider is how having a shared resource would affect current staffing and possibly the need for future staff. For example, Franklin's assistant chief position is currently vacant and the department may soon request that a deputy chief position be restored. While these shared positions would not reduce the need for the assistant chief to be filled, the Franklin chief suggested that such sharing could eliminate the future need for the deputy chief.

To Greendale and Hales Corners, the question is similar, namely what benefit would they derive from shared staff dedicated to training and EMS and is that benefit worth the additional cost? In the longer term, if a) these are positions that may need to be funded in each individual department; b) the shared positions free up existing staff time for other needed functions, or c) service level improvements (such as EMS case management) reduce future call volumes or improve service quality, then the investments may be deemed worthwhile.

Finally, irrespective of the options outlined above, **a more formal structure to recognize the sharing of battalion chief positions** could be considered. The preceding discussion of mutual aid described the current practice of calling in battalion chiefs from Greenfield or Franklin at major incidents anywhere in Zone D, which conveys additional responsibility and workload to the Franklin and Greenfield departments. For example, when one of the Greenfield department's battalion chiefs is called to the scene of an incident in a neighboring community, it may need to call in another battalion chief. Also, the Franklin chief reports that his battalion chiefs have growing administrative responsibilities that impact other tasks. Given the growing call volume in the region, the ability of the two departments to provide this service may grow more challenging in the future and may not be as readily available to the other two communities.

An important point of future discussion could be whether formal cost sharing among all four communities for the existing two battalion chiefs who serve on shifts – accompanied by a formal commitment by Franklin and Greenfield to appropriately serve each of the four – would be in order. If such an arrangement were to be implemented, then a billing mechanism could be developed to charge the receiving community an hourly rate for the cost of battalion chiefs from a neighboring community when they are called to an incident.

OPTION 2: MODIFYING THE RESPONSE FRAMEWORK

While fire and rescue operations in Zone D generally occur at a relatively high level, a better coordinated operational framework could yield improvements. There are areas of Greendale, for example, that are closer to the Hales Corners station than the Greendale station, yet the initial response comes from Greendale. Similarly, there are parts of Greenfield, especially the southeastern corner, that are closer to the Greendale station than to Greenfield 91. Another challenge involves the growing call volume, which at times leaves some stations under-resourced when there are simultaneous calls, thus requiring staff to be called in and paid overtime.

A “**closest unit response**” framework could address these issues. Under that approach, the closest and most appropriate unit is dispatched to the scene, regardless of whether that unit is housed in the municipality in which the incident occurs. This can apply not only to the examples cited above, where a station in one municipality actually is geographically closest to parts of an adjacent municipality, but also to situations in Franklin or Greenfield where an engine or ambulance from their closest station is occupied, and a station with the appropriate capability from a neighboring community is closer to the incident than a different station from their own community.

Another higher level of coordination would involve **agreements to allow resources from the Zone D departments to be shared to backfill stations when all personnel are called out**. So, for example, if both medical units are dispatched from Greendale, then another department would automatically redeploy resources to cover Greendale’s station or would commit to covering the station from existing locations.

Finally, under the current mutual aid process, dispatchers follow a prescribed order for requesting support. For example, for an incident in Hales Corners, dispatchers first call Franklin, although in many situations a unit from Greenfield would be able to respond more quickly. This practice also could change under a “closest unit” type of approach.

These modifications to the current operational framework only would be possible if dispatch for all four departments is consolidated or at least linked in a virtual fashion to allow dispatchers in any one community to track the resources of all Zone D departments. Milwaukee County is currently working to implement new software that would allow for “virtual” consolidation of dispatch without the actual merger of dispatch operations. However, because dispatch is shared with police departments in each of the region’s three dispatch centers, virtual dispatch would require a change in dispatch operations and may require additional dispatchers.

While closest unit response holds great potential to improve area-wide operations, the fiscal and operational impacts on individual communities is difficult to predict. It is likely that the number of calls within one municipality that would be diverted to a different department would be small and that any redistribution would be relatively equal, but it is possible that some departments would see increased call volumes while those of others would shrink. If those gaining volume were either Hales Corners, which relies on POP staff, or Franklin, which is experiencing capacity challenges, then that may be problematic. In addition, sharing resources to backfill stations could be a more frequent occurrence, and it is difficult to determine how that may play out among the four departments based on their own capacity challenges.

On the fiscal side, significant changes in responses could impact the collection of ambulance fee revenue in individual municipalities, as the department making the transport typically collects the reimbursement revenue. It is possible, however, that agreements could be negotiated to allow for the fee revenue to flow back to the host community.

If there is a desire to seriously consider a closest unit response framework, then additional analysis of call volumes by individual station in Franklin and Greenfield or at the neighborhood level in Hales Corners and Greendale could answer these questions (provided such data are collected and available). Such analysis was beyond the scope of this study.

OPTION 3: CONSOLIDATED DEPARTMENT

As noted above, our discussions with the fire chiefs and administrators of the four municipalities found little interest in immediate consideration of a single consolidated Zone D fire department. That said, there was agreement that it would be instructive to sketch out the potential fiscal and operational impacts associated with such an approach.

It is also important to note that during the course of our analysis, the Greendale chief announced his retirement, while Hales Corners decided to appoint its interim chief as permanent chief. The interim chief – who has already spent 37 years with the department – was appointed after the abrupt resignation of the former chief in April. Also, both the Greenfield and Franklin chiefs are nearing retirement age and it is plausible that each may retire within the next three to five years.

It is unknown what impact the vacancy in Greendale and the appointment of a new chief in Hales Corners might have on the willingness to consider a consolidated department. Regardless, the current and near-term vacancies in chief positions is a new development that should encourage renewed consideration.

The potential benefits of a Zone D consolidated department were detailed in our 2012 report and remain largely the same. They include:

- A larger workforce that could reduce the need for overtime to cover for injury, illness, and vacation, and that might aid in recruitment and retention by providing greater opportunities for career ladders and possibly increased compensation.
- Consolidation of non-response tasks such as planning, finance, and inspections to produce greater cost efficiency.
- Consolidation of training and other specialized functions to produce greater cohesion at the scene of incidents.
- Opportunity to redeploy the existing workforce within Zone D based on actual demand, thus possibly eliminating the need to add staff to serve areas that are currently under resourced.
- Opportunity to reduce leadership positions while enhancing the effectiveness of command by allowing leaders to strategically manage and deploy staff and apparatus on a regional level.
- Potential cost savings through more efficient procurement and possible reduction of apparatus and backup apparatus.

The potential drawbacks also are the same as those cited seven years ago. Those include, most prominently, a partial loss of local control by each community over fire and EMS operational and financial decision-making; the possibility that some communities would benefit operationally and fiscally more than others; the possibility that some may need to pay more for fire and EMS than they are paying today; and the challenges involved in consolidating labor contracts, staffing frameworks, and other personnel issues.

In the end, both the benefits and drawbacks would be impacted greatly by the nature of any future negotiations and decisions on cost sharing and governance. While it is possible that those negotiations and decisions could appropriately address the concerns of each municipality and create a “win-win” scenario for each, it is also possible that such issues would not lend themselves to amicable resolution.

Our 2015 report, *Come Together: An Analysis of Fire Department Consolidation in Milwaukee County's North Shore*, documented the success of the North Shore Fire Department and the ways in which the differing concerns of the seven municipalities were resolved. In Zone D, however, there are two paramount issues that would make such resolution challenging:

- The first is the **wide divergence in staffing frameworks between Hales Corners and the other three departments**. As discussed above, Hales Corners pays considerably less per capita for its fire services and EMS in light of its use of a POP staffing model. Hales Corners' participation in a consolidated department that uses a career staffing model would inevitably require it to spend considerably more than it is currently spending. While it is clear that Hales Corners leaders have little interest in pursuing such a scenario today, the challenges we have cited with regard to the POP model may require them to consider a career approach at some point in the future. Should that be the case, then the question would become whether moving to a career staffing framework as part of a consolidated department would be more operationally and fiscally advantageous than pursuing that framework independently.
- The second is the **wide divergence in need for increased capacity between Franklin and the other three departments**. Franklin faces an immediate need for additional staffing at its southernmost station and staffing needs will continue to grow (including the possible need for a fourth station) should expected new development materialize. If Zone D was viewed as a region to be served by a single department, then analysis of call volumes and current staffing levels may reveal that it would be appropriate to shift resources from the north to the south in a way that would still allow all parts of the region to receive a high level of service. That might particularly be the case in the future as call volumes in the southern part of Zone D continue to increase at a faster pace than the rest of the region.

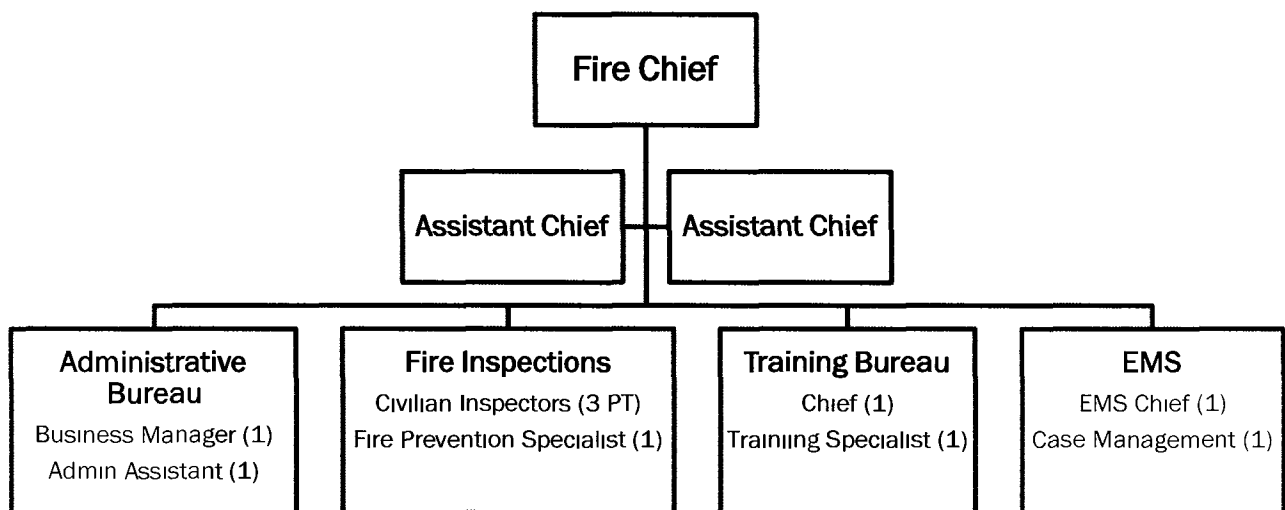
Of course, while being more efficient for the region as a whole, that potential benefit poses a challenge. For example, the other three communities would understandably be concerned about shifting resources from their communities to Franklin and the notion of having their residents subsidize one of the costs associated with Franklin's growth. A potential solution, however, would be to structure the cost sharing formula in a way that takes these factors into account.

Despite the challenging nature of these issues, we believe each of the four municipalities would benefit from considering the potential structure and staffing of a consolidated Zone D department and cost allocation options. We lay out the hypothetical characteristics of such a department below.

NON-SHIFT STAFFING

As described earlier, the four departments currently house a combined 13 positions that are not assigned to shifts. The combined salary and benefit cost of those positions was \$1,619,173 in 2018. We developed a hypothetical staffing model for a consolidated department that instead would house the equivalent of 11.5 non-shift positions, as shown in **Figure 1**. We estimate that the cost of this model would be \$1,380,538, for a **potential annual savings of about \$239,000**.

Figure 1: Hypothetical non-shift staffing for a consolidated department



The consolidated department would reduce the number of chiefs from four to one and retain two assistant chiefs. It would be organized around four bureaus covering administration, inspections, training, and EMS, with training and EMS headed by battalion chief-level positions similar to Option 1 above, and fire inspection/prevention activities overseen by one of the assistant chiefs.

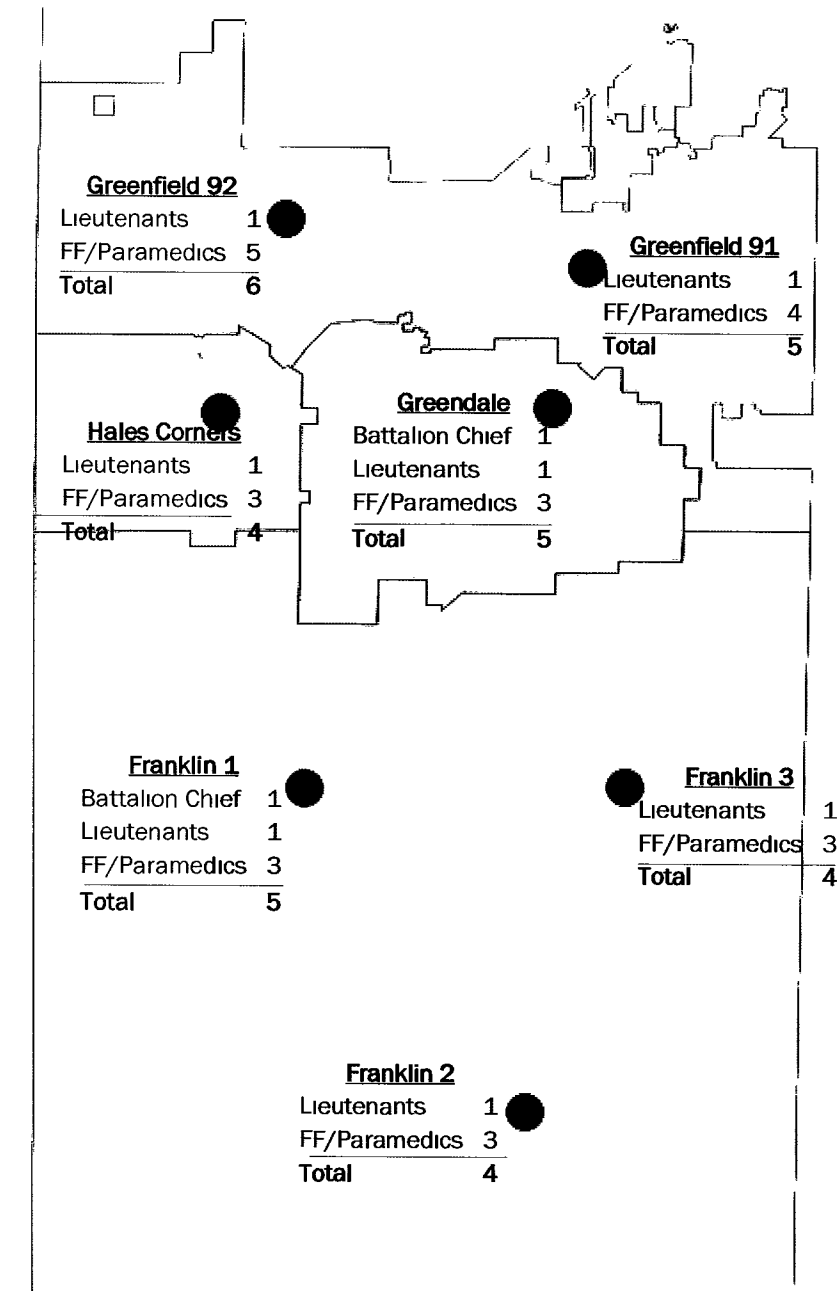
Essentially, **the consolidated department could achieve the goals of enhancing coordination and strategic management of training and EMS as discussed in the previous section but with reduced cost because of the ability to consolidate other administrative positions and tasks.** In addition, while not shown in the table, there could be some additional savings for each municipality by transferring fire department fiscal, human resources, and other administrative functions from the municipalities to the consolidated department's administrative bureau.

SHIFT STAFFING

We model the consolidated department with no addition of shifts, which means that a combined total of 33 individuals would be serving in shifts at the seven stations under normal working conditions. However, as shown in **Map 6**, we assume some restructuring of shifts among the stations. Specifically, two positions would move from Greenfield 91 to Franklin 2 to better serve the

growing demand in that part of the region, while a battalion chief would replace a captain at the Greendale station, as that is the most centrally located station and would logically serve as the command headquarters. Consequently, the two battalion chiefs on shifts would be located in Greendale and Franklin, instead of Greenfield and Franklin.

Map 6: Hypothetical shift staffing for a consolidated department



Another significant change in the consolidated model is our assumption that it would exclusively employ career staff, thus ending the practice of using POP staff in Hales Corners. We estimate that converting the Hales Corners station from the current mix of career and POP staff exclusively to career staff would produce an **added cost of \$1,053,000**, as shown in Table 13.

Table 13: Added cost of converting Hales Corners POP staffing model to career model

	Required FTE	Cost/FTE	Total
Captain	3.0	\$128,800	\$386,400
FF/paramedic	12.0	\$109,200	\$1,310,400
Total	15.0		\$1,696,800
Current Expense			\$644,124
Increased Expense			\$1,052,676

When we combine the \$239,000 in non-shift staffing savings under our consolidated model with the \$1,053,000 in additional expenditures from a career shift staffing model, we see a **combined added cost of \$814,000**. However, this is a cost that is not attributed to consolidation, but to addressing a potential need for Hales Corners to shift to a career model. It is also important to note that increased ambulance fee revenues that will correspond with projected increases in EMS call volume are not included in our cost estimate.

While cost will be a primary consideration in any discussion of merging the four departments – and while any decision to bear the added cost cited above likely would be linked to a determination that a POP staffing model is no longer viable for Hales Corners – it is also important to consider the operational benefits that might be realized from a consolidated department:

- It would accomplish the transformation to a full career staffing model in all of Zone D, which not only could produce service-level improvements in Hales Corners, but which also could deliver improvements in the neighboring communities because the centrally located Hales Corners station would have enhanced ability to respond to incidents and provide critical back-up in all of Zone D.
- It would provide opportunity to shift some resources southward to more efficiently deploy combined resources in the region. Yet, at the same time, we anticipate that Greenfield (in the north) would not experience a noticeable reduction in service as its loss of shift personnel from Greenfield 91 would be offset by deployment of resources from the Hales Corners and Greendale stations to respond to calls in the southern portions of the city.
- It would create a unified structure for training, EMS case management, fire inspection, and administration to more efficiently coordinate and provide those functions.
- It would effectuate the principles of closest unit response and dynamic resource deployment across municipal boundaries.

- It would allow for substantial efficiencies in managing shift staffing and time off. Currently, each department struggles to accommodate instances where multiple firefighters who are scheduled for shifts are off duty from circumstances like vacation, illness, or family leave. A larger, consolidated department would allow greater flexibility to manage such time off and potentially enhance daily capacity across the seven stations without adding staff.

APPARATUS REPLACEMENT

Another benefit of consolidation is that it would allow for a more efficient use of apparatus by eliminating the need for each individual department to replace each piece of existing apparatus. In total, the four departments currently own 25 major vehicles (excluding miscellaneous vehicles and specialty vehicles). **Table 14** shows that under a consolidated model, the ability to maintain a smaller combined fleet would eliminate the need to replace one engine, one truck, and three med units. It should be noted that this is only one possible plan for apparatus discussed with the chiefs; further analysis on the size of the fleet under a consolidated department would need to occur should such an effort move forward.

Table 14: Current combined apparatus vs. apparatus under a consolidated department

	Current	Consolidated
Command Vehicles	2	2
Engines	8	7
Trucks	3	2
Med Units	12	9
Total	25	20

We estimate that to maintain the current levels of apparatus, the four departments in total would need to spend \$6.9 million between now and 2040. Franklin holds the largest share of that total liability based on the age of current apparatus. **With the reduction in the fleet shown above, the combined replacement liability could be reduced by about \$2.1 million.**

POTENTIAL COST ALLOCATION

Despite the operational and fleet-related benefits cited above, a scenario in which three other communities help finance Hales Corners' shift to a career model and three other communities also help finance Franklin's need for additional capacity would not be realistic or appropriate. That issue could be addressed through the cost allocation methodology, however.

We show one such methodology in **Table 15**. If Greenfield and Greendale were held harmless from paying for those needs by maintaining the same spending levels for the consolidated department that they are experiencing today, and if Hales Corners and Franklin split the added cost associated with our hypothetical model, **then per capita costs would be more comparable among the four municipalities and all four could experience a "win:"**

- Greenfield and Greendale would pay no more but would derive other benefits associated with a larger, consolidated department as outlined at the beginning of this section, including an overall higher level of service. That improved service would result from having some parts of Greenfield served by closest units in Hales Corners and Greendale, and some parts of Greendale served by closest units from stations in Greenfield and Franklin.
- Hales Corners would be served by a career department with superior response capabilities compared to current service levels at less than half the cost of transforming to a career model on its own.
- Franklin would have to pay an extra \$407,000 annually but would benefit from two additional positions (including a lieutenant) at Station 2 and the other benefits of being served by a consolidated department, while also eliminating its need to potentially restore a deputy chief position. By point of comparison, we estimate that adding two positions across three shifts on its own – which may be necessary in the near term – would cost \$824,000.
- Each department would benefit from a combined \$2.1 million in one time savings in apparatus replacement.

Table 15: Potential cost allocation for consolidated department

	Current Operating Expense	Additional Cost Due to Consolidation	Total Future Operating Expense	Cost Per Capita
Franklin	\$4,878,686	\$407,000	\$5,285,686	\$147.73
Greenfield	\$5,508,192		\$5,508,192	\$151.47
Greendale	\$1,849,199		\$1,849,199	\$128.91
Hales Corners	\$696,813	\$407,000	\$1,103,813	\$144.82

Another cost allocation issue may be the concern that anticipated growth in Franklin will require a further shift in resources to the south or even the addition of new resources in the future, which would need to be accommodated or financed by all four municipalities. That concern could be addressed, however, by a provision in the intergovernmental agreement that would allow the cost allocation formula to be re-adjusted regularly based on changes in call volumes.

In the end, the question of whether to consolidate the four departments also will be driven by issues like local control – which would be impacted by the composition of a governing board and other issues related to a potential governance agreement – and the extent to which each of the four communities perceives a pressing need to alter the status quo. As discussed at the beginning of this section, we do not detect a great deal of interest among the four communities in immediately pursuing this option, but the above analysis may prove useful if service-level challenges continue to grow and fiscal constraints intensify.

OPTIONS FOR FRANKLIN AND GREENFIELD ONLY

Because the mayors of Franklin and Greenfield approached the Forum to conduct this analysis and those cities have indicated greater interest in pursuing service sharing opportunities than the two villages, this section considers options that would apply only to the Franklin and Greenfield departments. Our range of options is limited to enhanced sharing and consolidation, as the geographical configuration of the region would preclude consideration of a closest unit response framework for just Franklin and Greenfield.

ENHANCED SERVICE SHARING

The primary opportunity for enhanced service sharing between the two cities would involve sharing of battalion chief and/or specialized positions. As noted above, Franklin has a chief and assistant chief position as well as three battalion chiefs who serve on shifts. The assistant chief position currently is vacant, which has required the battalion chiefs to take on considerable extra administrative duties. While the department is in the process of filling the assistant chief position, the chief says the department also could benefit from a deputy chief position that may be requested in a future budget.

Greenfield, on the other hand, has considerable battalion chief capacity. Like Franklin, it has three battalion chiefs who work on shifts, but it also has two battalion chiefs who do not work on shifts to handle community risk reduction/EMS and to coordinate training.

The question arises as to **whether the two departments might share the new battalion chief devoted to training** (as described in the earlier discussion of four-way service sharing), **or whether all of the battalion chiefs (including the two non-shift and six who work shifts) might function as a shared unit** who could back up one another during time off and be managed jointly by the two chiefs. It is possible that Greenfield's EMS case management position and perhaps fire prevention positions also could be part of such a shared unit.

For Franklin, there would be an added cost associated with sharing additional positions with Greenfield, but doing so likely could eliminate the need to add a deputy chief position and would relieve the existing battalion chiefs of administrative duties that – combined with growing call volume – are creating substantial capacity challenges. For Greenfield, sharing the positions would reduce costs, but a key question would be whether the benefits envisioned from new positions would be diluted too much by sharing them with another municipality. Any such dilution, however, could be offset by efficiencies gained from a larger overall command and specialty staff to serve the two communities.

An alternative consideration is whether a single battalion chief assigned to each shift could jointly serve the two cities, instead of the current two battalion chiefs on duty at all times (one in Greenfield and one in Franklin). Additional analysis of call volumes and need would be required to determine whether such an arrangement would be viable from an operational perspective. If it is, then this could offer an opportunity for Franklin to redirect the dollars saved by splitting the cost of a single battalion chief shift to at least partially pay for a new firefighter/paramedic shift. While Greenfield

does not have as great a need for the savings, it too could benefit from enhanced firefighter/paramedic capacity in Franklin given the frequency with which the two departments provide mutual aid for one another.

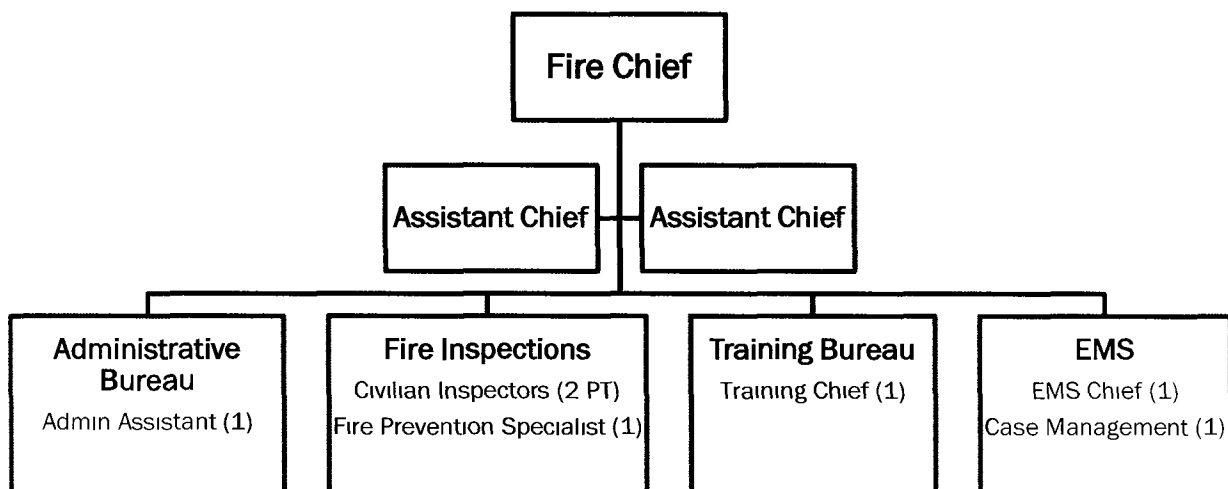
CONSOLIDATION OPTION

We also explored the potential benefits of consolidating the Franklin and Greenfield departments. Geography would be a significant barrier, as the advantages gained by eliminating municipal boundaries and strategically deploying resources across the five stations would be nullified by having two non-participants situated between the two (except in the small region where the two cities share a boundary). On the positive side, eliminating a chief and assistant chief position and consolidating command and specialty functions could produce a small financial savings and enhance departmental efficiency.

Figure 2 shows one option for non-shift staffing if Franklin and Greenfield were to consolidate operations. This staffing plan would reduce current combined non-shift staffing of 11 FTEs to 9 FTEs by eliminating one chief and one full-time fire inspection position while maintaining two assistant chiefs and the two non-shift battalion chiefs employed in Greenfield. It is assumed that one of the assistant chiefs would supervise fire inspection/prevention activities.

We estimate that the cost savings from such an approach would total about \$223,000 annually. It is important to note that this staffing framework also would eliminate the need for Franklin to consider creating a new deputy chief position; those costs savings are not included in our estimate.

Figure 2: Franklin/Greenfield consolidation hypothetical non-shift staffing plan



A Franklin/Greenfield consolidation potentially could address growing call volumes with no additional shift staffing. Instead, consolidation potentially could delay the need to add shifts in Franklin by moving a shift from Greenfield 91 to Franklin 2. Ostensibly, such a move would not harm response capacity in Greenfield because Franklin 3 could provide greater service to the southeast portion of that city. Of course, as was the case with the four-way consolidation option discussed above, such a

transfer of resources from north to south likely would need to be reflected by a higher payment by Franklin as part of the cost sharing formula.

Finally, we project that a consolidated department could allow for the reduction of two vehicles – a command unit and a med unit – from the existing fleet. This would result in a replacement savings of approximately \$221,000.

Despite these modest savings, both the geographical challenges and the vastly different needs of the two cities going forward – with Franklin needing to add staff to meet growing call volumes and Greenfield already having successfully accomplished that objective – would appear to call into question the efficacy of consolidation. The potential efficiencies to be gained from merging non-shift staffing could be achieved, in part, by sharing battalion chiefs and other specialized positions without consolidating. Meanwhile, other advantages typically gained from consolidation – such as the opportunity to share the cost of moving to a career staffing model and improve service through closest unit response – would not be relevant in this scenario.

Consequently, **unless Greendale and Hales Corners are interested in participating in a consolidation plan, it is questionable whether such a plan would be worthy of pursuit.** On the other hand, if Franklin and Greenfield initiate a two-way merger, then that might enhance interest in Hales Corners and Greendale to participate in a consolidated Zone D department, particularly in light of their respective changes in fire department leadership.

CONCLUSION

Our updated examination of fire and EMS capabilities and challenges in Franklin, Greenfield, Greendale, and Hales Corners finds some progress in addressing issues and concerns raised during our 2012 analysis, yet continued growth or emergence of other challenges.

On the positive side, Greenfield secured resources through a voter referendum to add two fire department positions while Greendale moved into a new fire station in 2017. Greendale and Hales Corners also merged their dispatch operations since our previous study, thus improving communications between the two communities and facilitating the implementation of an automatic aid agreement.

Still, important concerns remain. Fiscal pressures have intensified for each of the four municipalities in light of several successive years of flat state aids and the impacts of strict state-imposed property tax levy limits. Each of the four also faces growing EMS call volumes. These pressures have been most acute in Franklin, which is projected to grow but lacks the financial wherewithal to keep pace with its need to add firefighting positions.

Meanwhile, the Hales Corners department has experienced alarming challenges with its POP staffing model, though it has recently made several hires and, according to the new chief, has now put those challenges behind it. And, both Hales Corners and Greendale have recently seen chiefs resign or announce their retirement.

While some circumstances have changed, the key question remains the same: **by working more collaboratively, could the four individual departments address their mutual challenges in a more effective fashion than if they did so individually while providing a higher level of service to the region as a whole?**

We believe the answer is “yes.” Our analysis and discussion with the chiefs shows that possible benefits could emerge from a range of possibilities:

- Each of the departments could benefit from sharing with Greenfield the positions it has created for EMS case management and training; and from a more formal structure for sharing battalion chiefs that could improve operations and financial equity.
- A “closest unit response” framework and an agreement to deploy back-up resources across municipal boundaries could improve response times in parts of Zone D and enhance overall operational capacity and public safety.
- A fully consolidated department would deliver the benefits of sharing specialized positions and battalion chiefs and ensuring closest unit response/improved back-up while also reducing the cost of command, administration, and apparatus replacement and further enhancing operational efficiency, including more efficient allocation of shift staffing to accommodate time off.

Yet, moving forward with any of these options may not be appropriate in light of the different circumstances facing each municipality. The enhanced service sharing and (especially) consolidation options would require a willingness by Hales Corners to pay more for a higher level of service than it

may not feel it needs. Greendale's additional costs may be non-existent or not as significant but a change to the status quo similarly may be deemed unnecessary. Pursuit of certain options may allow Greenfield to reduce costs, but also may require the movement of fire and EMS resources to the south in a manner deemed undesirable by city leaders. Franklin would appear to have the most to gain in light of its need for enhanced service capacity, but it too may need to shoulder a cost it is not willing to pay.

Closest unit response and deployment of resources across municipal boundaries offer improved operations without clear fiscal impacts, but pursuit of those options also may pose challenges. Specifically, the two larger, better equipped departments may object to such a framework given a concern that they may find themselves more often on the giving end than the receiving end of such a reciprocal arrangement.

It is when we look further under the surface that a more compelling case for action emerges. For example, one could argue that Franklin's capacity challenges are a threat not only to its citizens, but also to the region as a whole given the prominent role it plays in providing mutual aid and battalion chief capacity. Similarly, while Greenfield recently secured additional resources through voter referendum, its growing EMS call volume and continued budget challenges may ultimately compromise its capacity or willingness to provide current levels of assistance to its neighbors. Consequently, a proactive, collaborative effort among the four communities to head off these issues – and to address the challenges posed by Hales Corners' reliance on part-time staff – would appear to be prudent.

In addition, the fiscal analysis presented in this study suggests that “going it alone” may have a much larger price tag for both Franklin and Hales Corners (assuming that Hales Corners eventually needs to implement a career staffing model) than joining in a consolidated department with Greenfield and Greendale.

Should local circumstances not justify such action at this time, then greater collaboration between Franklin and Greenfield would appear to be a logical starting point, both as a means of collectively addressing Franklin's near-term capacity concerns and as a mechanism for demonstrating the benefits of cooperation. While Franklin would appear to have much more to gain from such collaboration than Greenfield, the Greenfield chief recognizes that a joint effort to enhance fire and EMS response capability in Franklin also benefits his city in light of the extent to which the two communities rely on each other for back-up and coordination.

Overall, we hope this analysis sheds further light on the current state and future challenges associated with fire response and EMS in the Zone D region. Going forward, we would be pleased to support any efforts to implement the policy options cited in this report or otherwise assist the four municipalities in pursuing greater intergovernmental cooperation.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/19
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE LOT 1 OF CERTIFIED SURVEY MAP NO. _____ FROM R-2 ESTATE SINGLE-FAMILY RESIDENCE DISTRICT TO M-2 GENERAL INDUSTRIAL DISTRICT (LOCATED AT 10082 SOUTH 124TH STREET AND PROPERTY GENERALLY LOCATED SOUTH OF LOOMIS COURT AND EAST OF SOUTH NORTH CAPE ROAD) (APPROXIMATELY 33.05 ACRES) (BEAR DEVELOPMENT, LLC, APPLICANT)	ITEM NUMBER <i>B.1.</i>

At the December 5, 2019, regular meeting, the Plan Commission carried a motion to recommend approval of an Ordinance to amend the Unified Development Ordinance (zoning map) to rezone Lot 1 of Certified Survey Map no. _____ from R-2 Estate Single-Family Residence District to M-2 General Industrial District (located at 10082 South 124th Street and property generally located south of Loomis Court and east of South North Cape Road) (approximately 33.05 acres).

Per Section 5 of this Ordinance: "This zoning map amendment is conditional upon and no development shall occur prior to the submission and City review and approval of a Site Plan and/or Special Use".

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2019-_____, to amend the Unified Development Ordinance (zoning map) to rezone Lot 1 of Certified Survey Map no. _____ from R-2 Estate Single-family Residence District to M-2 General Industrial District (located at 10082 South 124th Street and property generally located south of Loomis Court and east of South North Cape Road) (approximately 33.05 acres) (Bear Development, LLC, applicant)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 11-19-19]

ORDINANCE NO. 2019-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE (ZONING MAP) TO REZONE LOT 1 OF CERTIFIED
SURVEY MAP NO. _____ FROM R-2 ESTATE SINGLE-FAMILY
RESIDENCE DISTRICT TO M-2 GENERAL INDUSTRIAL DISTRICT
(LOCATED AT 10082 SOUTH 124TH STREET AND PROPERTY
GENERALLY LOCATED SOUTH OF LOOMIS COURT
AND EAST OF SOUTH NORTH CAPE ROAD)
(APPROXIMATELY 33.05 ACRES)
(BEAR DEVELOPMENT, LLC, APPLICANT)

WHEREAS, Bear Development, LLC having petitioned for the rezoning of approximately 33.05 acres of land, Lot 1 of Certified Survey Map No. _____, from R-2 Estate Single-Family Residence District to M-2 General Industrial District, such land located at 10082 South 124th Street and property generally located south of Loomis Court and east of South North Cape Road; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 5th day of December, 2019, 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 Lot 1 of Certified Survey Map No. _____, described below, be changed from R-2 Estate Single-Family Residence District to M-2 General Industrial District:

Being a parcel of land located in the Fractional Northwest Quarter of the Southwest Quarter of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more fully

described as follows: Beginning at the West Quarter corner of Section 30; Thence S89°39'32"E coincident with the North line of the Fractional Northwest Quarter of the Southwest Quarter of Section 30 a distance of 996.25 feet; Thence S00°25'41"E a distance of 874.50 feet; Thence N89°39'32"W a distance 996.25 feet to its intersection with the West line of the Fractional Northwest Quarter of the Southwest Quarter of Section 30; Thence N00°25'41"W coincident with said West line a distance of 874.50 feet to the point of beginning. Said parcel contains 20.000 acres (871,221 square feet) more or less. Subject to all easements and restrictions of record; and, property being a parcel of land located in the Fractional Northwest Quarter of the Southwest Quarter and the West half of the Northeast Quarter of the Southwest Quarter of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more fully described as follows: Commencing at the West Quarter corner of Section 30; Thence S89°39'32"E coincident with the North line of the Fractional Northwest Quarter of the Southwest Quarter of Section 30 a distance of 996.25 feet to the point of beginning. Thence S89°39'32"E coincident with the North line of the Southwest Quarter of Section 30, a distance of 1012.48 feet to the Northeast corner of the West half of the Northeast Quarter of the Southwest Quarter of said Section 30; Thence S00°34'08"E coincident with the East line of the West half of the Northeast Quarter of the Southwest Quarter of said Section 30, a distance of 409.08 feet; Thence S61°45'56"W a distance of 504.80 feet; Thence S89°34'40"W a distance of 197.11 feet; Thence N57°48'56"W a distance of 290.15 feet; Thence S89°34'40"W a distance of 125.33 feet; Thence N00°25'41"W a distance of 501.74 feet to its intersection with the North line of the Fractional Northwest Quarter of the Southwest Quarter of Section 30 also being the point of beginning; Said parcel contains 13.052 acres (568,538 Square feet) more or less. Subject to all easements and restrictions of record. Tax Key Nos. 939-9994-000 and 939-9995-000.

- 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.

SECTION 5: This zoning map amendment is conditional upon and no development shall occur prior to the submission and City review and approval of a Site Plan and/or Special Use.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN

REPORT TO THE PLAN COMMISSION

Meeting of December 5, 2019

Rezoning, Certified Survey Map and Land Division Variance

RECOMMENDATION: City Development Staff recommends approval of the Rezoning, Certified Survey Map (CSM) and Land Division Variance, applications submitted by Bear Development, LLC., subject to the conditions in the draft resolutions and draft ordinance.

Project Name:	Bear Development Rezoning, Certified Survey Map, and Land Division Variance
Project Location:	10082 124th Street/Tax Key No. 939 9994 000 and property generally located south of Loomis Court and east of South North Cape Road/Tax Key No. 939 9995 000
Property Owner:	Franklin Mills, LLC (Tax Key No. 939 9995 000) and Daniel and Virginia Mathson (Tax Key No. 939 9994 000)
Applicant:	Daniel Szczap. Bear Development, LLC
Current Zoning:	939 9994 000 /R-2 Estate Single-Family Residence District, R-8 Multiple-Family Residence District, and C-1 Conservancy District 939 9995 000 /R-2 Estate Single-Family Residence District
Proposed Zoning:	R-3 Suburban/Estate Single-Family Residence District.
2025 Comprehensive Plan:	Business Park and Areas of Natural Resource Features
Applicant's Action Requested:	Recommendation of approval of the Rezoning and Certified Survey Map, and approval of the Land Division Variance request.

Introduction

On October 10, 2019, the applicant, Bear Development, LLC, filed applications for a Rezoning and Certified Survey Map (CSM) for properties bearing Tax Key Nos. 939-9994-000 and 939-9995-000. City Development staff determined that a Land Division Variance is required for the proposed CSM, the applicant submitted such application on October 21, 2019.

All applications are related to the reconfiguration of two existing lots to allow Franklin Mills, LLC to purchase approximately 13 acres of land from the Mathson family.

The proposed Lot 1 is anticipated for Business Park/Industrial development; however, detailed plans have not yet been provided. The applicant does not have a specific development proposal for this land at this time. A general description of the proposed development, a site plan, a landscape plan, and architectural plans, as required by Section 15-9.0203 of the UDO, have not been provided. However, it can be noted that the City has not always required such information when specific development proposals were unknown at the time of the rezoning.

It should also be noted that any future development will require use and site plan approval by the City. Further, additional information related to the site plan, landscaping, lighting, signage, storm water, grading, etc. will be required at that time.

The applicant is requesting that the required Landscape Bufferyard Easement be 25' in depth rather than the typical 30'. It can be noted that the depth of the required landscape bufferyard easement is only specified in Section 15-5.0102 of the UDO, in regard to limited access highways. Staff recommends that the typical 30' bufferyard easement be provided.

The applicant is also requesting to defer, to the time of development, the requirement to place protected natural resource features within conservation easements. Staff recommends that the conservation easement be provided as part of, and recorded simultaneously with, the CSM as required by Section 15-7.0702P. of the UDO.

Project Description and Analysis

Certified Survey Map:

The proposed Certified Survey Map reconfigures the subject two lots. The southernmost lot abutting S. 124th Street is owned by Daniel & Virginia Mathson and Robert Mathson. The property is currently about 41.24 acres. The lot to the north is owned by Franklin Mills LLC and is approximately 20.01 acres.

The CSM creates two new lots with Lot 1 having an area of approximately 33.051 acres (to be owned by Franklin Mills LLC) and Lot 2 having an area of about 28.408 acres (to remain owned by Daniel & Virginia Mathson and Robert Mathson). Again, the land division request will allow Franklin Mills, LLC to purchase about 13 acres of land to combine to their existing parcel.

Land Division Variance:

The Land Division Variance request is necessary in conjunction with the CSM as the proposed Lot 1 does not abut 60-feet of frontage along a public right-of-way as required by Section 15-5.0101B.1. of the Unified Development Ordinance (UDO). This property has access to S. North Cape Road through a 60-foot wide ingress/egress easement on the property to the west, which was designated on CSM No. 11704 and, in part, is for the specific benefit of this parcel. It should be noted that this outlot is also owned by Franklin Mills, LLC.

Rezoning:

The Rezoning Application proposes to change the zoning of the proposed Lot 1 from R-2 Residence District to M-2 General Industrial District for potential future industrial development. The applicant is not proposing to rezone the proposed Lot 2; therefore, it will remain as currently zoned (R-8, R-2, and C-1 districts).

Section 15-3.0103 of the UDO states that split zoning of any newly created lot or parcel into more than one zoning district shall not be allowed except for the AO, FW, FC, and SW Districts.

The applicant is requesting that Lot 2 remain as currently zoned as it already consists of split zoning. The applicant has further indicated that the Mathson family does not have plans at this time to develop the property. However, pursuant to Section 15-3.0103 of the UDO, staff recommends that the rezoning request be revised to eliminate the split lot zoning.

Comprehensive Master Plan:

The area to be rezoned is designated as Business Park and Areas of Natural Resource Features on the City's 2025 Future Land Use Map. The proposed rezoning to the M-2 District for the proposed Lot 1 is consistent with the City's Comprehensive Master Plan; therefore, an amendment is not required.

Recommendation

Staff recommends approval of the rezoning, Certified Survey Map, and Land Division Variance subject to the conditions in the draft resolutions and draft ordinance.

Staff suggestions include:

- That Monarch Drive (approved but not yet constructed as part of the adjacent Industrial Park) be extended through the proposed lot 1 (via reservation or dedication) to connect to S. 124th Street. It can be noted that Monarch Drive (from Chicory Street to its dead end at the northeastern corner of Lot 1 of the proposed CSM) is over 1,200 feet in length, which exceeds the UDO maximum cul-de-sac length of 800 feet.
- That the applicant prepare general description of the proposed development, a preliminary site plan, a preliminary landscape plan, and preliminary architectural plans, as required by Section 15-9.0203 of the UDO.

Recommended Motions

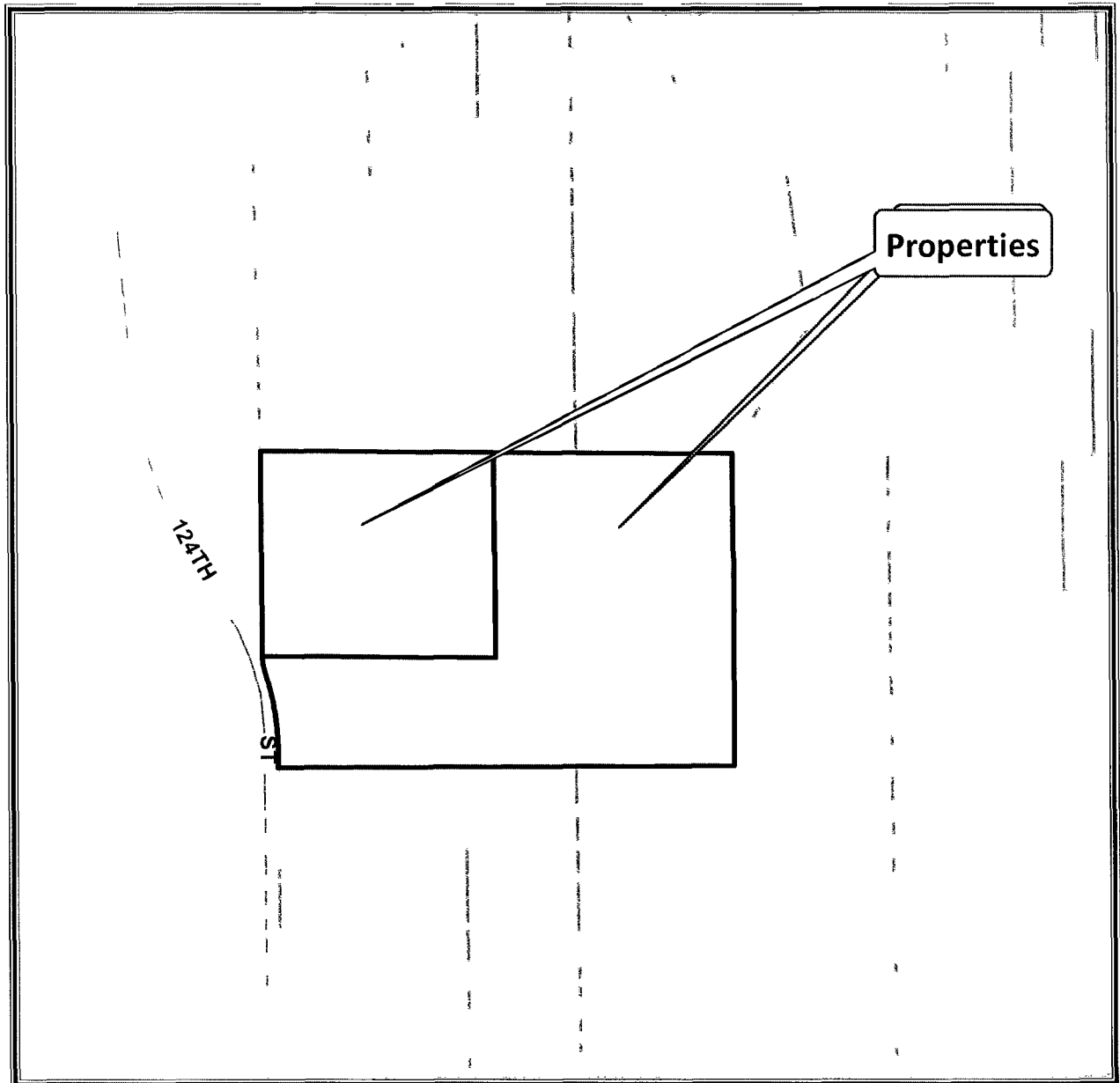
Motions to recommend approval of the Rezoning and Certified Survey Map Applications and a motion to approve the Land Division Variance request.

With regards to the conditions of approval for the Certified Survey Map Resolution, the applicant is requesting the following:

- Condition No. 6. The applicant is requesting to defer any rezoning classification of Lot 2 to the time of development.
- Conditions No. 7 and 8. The applicant is requesting to postpone the delineation of outlots and conservation easement to the time of development.
- Condition No. 9. The applicant is requesting to reduce the landscape buffer width from 30 feet to 25 feet. It is noted that the UDO Section 15-5.0302 does not regulate the width of buffers separating different zoning districts.



TKN: 939 9994 000
939 9995 000



Planning Department
(414) 425-4024

0 405 810 1 620 Feet



2017 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.

BEAR
DEVELOPMENT
4011 80th Street, Kenosha, WI 53142
Phone: (262) 842-0556 Fax: (262) 842-0557

November 19, 2019

Mr. Regulo Martinez-Montilva
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Dear Mr. Martinez-Montilva

Bear Development is in receipt of the City of Franklin Staff Review comments dated October 31, 2018 regarding our applications for Certified Survey Map and Rezoning. We appreciate the thorough review of our submittal. We are pleased to submit this letter and the enclosed materials in preparation for the December 5, 2019 Plan Commission Meeting and the December 12, 2019 Common Council Meeting.

Franklin Mills, LLC and the Mathson Family recently submitted applications for Certified Survey Map and Rezoning for approximately 33 acres located west of 124th Street. The purpose of the applications is to create individual parcels in order to reclassify the zoning on the property shown as Lot 1.

We understand that this is the initial step in a series of entitlement/approvals required to develop the property. Please note that at this time, only the 33 acres as shown as Lot 1 of the Certified Survey Map is contemplated for development at this time.

Please find our responses to the City Staff comments, in order as they appear in the October 31, 2019 Memorandum.

Certified Survey Map

- | | |
|-----------------|---|
| Comment 1.) (a) | Revisions have been incorporated. |
| Comment 1.) (b) | Revisions have been incorporated. |
| Comment 1.) (c) | Revisions have been incorporated. |
| Comment 1.) (d) | Per our September 26, 2019 Staff Meeting, Bear Development represented that a wetland fill permit is needed to accommodate development on Lot 1, specifically regarding the isolated, farmed wetlands on the eastern half of proposed Lot 1. We are respectfully requesting that a Conservation Easement not be required over these specific wetlands at this time. Please see Note #4, Page 5 of the revised Certified Survey Map. |

We understand that these wetlands are regulated by City, State and Federal regulations, and if the applicant is not granted a Wetland Impact permit by the

S

WDNR and Army Corps of Engineers, a Conservation Easement will be placed over these features. Please note that this process takes significant time.

Further, Lot 2 of the proposed CSM is not contemplated for development in the short term and will be retained by the Mathson Family. We request that a note be added to the Certified Survey Map stating that a detailed Natural Resource Protection Plan and Conservation Easements will be required prior to any further land division, zoning reclassification or any other municipal approval for Lot 2. Please note that a Certified Survey note, very similar to this was included during the Ryan Meadows proceedings. Please see Note # 3, Page 5 of the revised Certified Survey Map.

Comment 2.) Upon researching the City of Franklin Unified Development Ordinance, specific reference to the width of the landscape bufferyard cannot be found. We respectfully request t a 25' Landscape Bufferyard along the portions of property which abut Residential zoning districts.

Please note that the City of Franklin Comprehensive Plan designates the subject property and the adjacent lands as Business Park. Therefore, it is assumed that the adjacent lands which are zoned Residential will ultimately be rezoned to a zoning classification that is consistent with the Comprehensive Plan.

Comment 3.) Lot 2 of the proposed Certified Survey Map is not contemplated for short term development. We respectfully request that restrictions to Lot 2 in form of easements or dedicated Outlots be deferred to such time that a development proposal for the subject property is brought forth. As indicated previously, Lot 2 is being retained by the Mathson Family and their intentions for the property are not known at this time. Please see response in Comment 1, above. Please see Note #5, Page 5 of the revised Certified Survey Map.

Comment 4.) Dedication language has been removed.

Comment 5.) There is not enough room on Page 1 of the Certified Survey Map to include the zoning language. Zoning information has been included on Page 5 of the Certified Survey Map.

Rezoning

Comment 6.) The Boundary Exhibit has been revised.

Comment 7.) The requested revisions have been incorporated.

Comment 8.) Can the City of Franklin provide a Legal Description of the lands shown as C-1 District on the City Maps? The applicant requests clarification as to how this can be determined.

Comment 9.) Please note that Lot 2 is not contemplated for development at this time and is being retained by the Mathson Family. The subject property currently exists with multiple zoning classifications. The Applicants respectfully request that any zoning reclassification for Lot 2 be deferred to such time as a development proposal is brought forward. Please see Note #5, Page 5 of the revised Certified Survey Map.

Land Division Variance

Comment 10.) Noted. The requested language will be added to the Certified Survey Map

Engineering Department Comments

Comment 11.) Noted.
Comment 12.) Noted. Comments have been addressed
Comment 13.) The closure has been addressed
Comment 14.) Noted

Should you have any questions regarding this matter, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Thank you for your time and consideration. We look forward to meeting with the City Plan Commission and Common Council in December.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Szczap", with a long horizontal flourish extending to the right.

Daniel Szczap
Bear Development, LLC

MEMORANDUM

Date. October 31, 2019
Responses on November 19, 2019

To: Daniel Szczap, Bear Development, LLC

From: City of Franklin, Department of City Development

RE: Bear Development Rezoning, Certified Survey Map, and Land Division Variance Applications - Comments and Recommendations

Below are comments and recommendations for the proposed Rezoning, Certified Survey Map, and Land Division Variance applications submitted by Bear Development for properties bearing Tax Key Nos. 939-9994-000 and 939-9995-000.

Certified Survey Map, as required by the Unified Development Ordinance (UDO)

1. Per Section 15-7.0702 of the Unified Development Ordinance (UDO), please show correctly on the face of the CSM, in addition to the information required by § 236.34 of the Wisconsin Statutes, the following:
 - a. Map Date. Date of the Certified Survey Map with all dates of revision.
Revisions have been incorporated.
 - b. Owner, Subdivider, Land Surveyor. Name and address of the owner, Subdivider, and Land Surveyor. – Property owners must be labeled (Franklin Mills, LLC and Mathson, Daniel L. & Virginia K (L/E) and Mathson, Robert ET AL.
Revisions have been incorporated.
 - c. Existing Zoning. The Certified Survey Map shall indicate on its face the current zoning and zoning boundary lines of all parcels, lots or outlots proposed to be created by the Certified Survey Map. – Please label the zoning districts of each parcel.
Revisions have been incorporated.
 - d. Location of Proposed Deed Restrictions, Landscape Easements, and/or Conservation Easements. The location of any proposed deed restrictions, landscape easements, and/or conservation easements shall be graphically indicated and clearly delineated and dimensioned on the face of the Certified Survey Map. The location and extent of conservation easements should be directly related to the "Natural Resource Protection Plan." Deed restrictions and/or conservation easements as required by this Ordinance shall be filed with the Certified Survey Map or submitted for review as a condition of any approval thereof, in the manner and for the purposes as set forth under § 15-7.0603D. for final plats. – All protected natural resources on the proposed lots must be made part of a Conservation Easement. This boundary must be shown on the CSM. Please obtain a copy of the City of Franklin Conservation Easement and Landscape Bufferyard template from the Planning Department.

Per our September 26, 2019 Staff Meeting, Bear Development represented that a

wetland fill permit is needed to accommodate development on Lot 1, specifically regarding the isolated, farmed wetlands on the eastern half of proposed Lot 1. We are respectfully requesting that a Conservation Easement not be required over these specific wetlands at this time. Please see Note #4, Page 5 of the revised Certified Survey Map

We understand that these wetlands are regulated by City, State and Federal regulations, and if the applicant is not granted a Wetland Impact permit by the WDNR and Army Corps of Engineers, a Conservation Easement will be placed over these features. Please note that this process takes significant time.

Further, Lot 2 of the proposed CSM is not contemplated for development in the short term and will be retained by the Mathson Family. We request that a note be added to the Certified Survey Map stating that a detailed Natural Resource Protection Plan and Conservation Easements will be required prior to any further land division, zoning reclassification or any other municipal approval for Lot 2. Please note that a Certified Survey note, very similar to this was included during the Ryan Meadows proceedings. Please see Note # 3, Page 5 of the revised Certified Survey Map.

2. Per UDO Section 15-5.0302 landscape bufferyards are required to separate different zoning districts. Given the proposed zoning for Lot 1 is M-2 General Industrial District, the CSM should depict a landscape bufferyard easement where said lot abuts residential zoning districts, such as R-2 and R-8. For your convenience, a landscape bufferyard easement template is available at the Planning Department as previously noted. Upon researching the City of Franklin Unified Development Ordinance, specific reference to the width of the landscape bufferyard cannot be found. We respectfully request a 25' Landscape Bufferyard along the portions of property which abut Residential zoning districts.

Please note that the City of Franklin Comprehensive Plan designates the subject property and the adjacent lands as Business Park. Therefore, it is assumed that the adjacent lands which are zoned Residential will ultimately be rezoned to a zoning classification that is consistent with the Comprehensive Plan.

Additional staff comments

Certified Survey Map

3. It is recommended that all protected natural resource features should be located within outlots. Specifically, the wetlands and associated buffers and setbacks located on east central portion of the CSM and the mature woodlands located in the southeast corner.

Lot 2 of the proposed Certified Survey Map is not contemplated for short term development. We respectfully request that restrictions to Lot 2 in form of easements or dedicated Outlots be deferred to such time that a development proposal for the subject property is brought forth. As indicated previously, Lot 2 is being retained by the Mathson Family and their intentions for the property are not known at this time. Please see response in Comment 1, above. Please see Note #5, Page 5 of the revised Certified Survey Map.

4. Is any land being dedicated to the City? If not, “and dedication accepted” should be deleted on Sheet 5 under City of Franklin Common Council Approval.

Dedication language has been removed.

5. It is recommended that the zoning setback notes on Sheets 4 and 6 be moved to Sheet 1.

There is not enough room on Page 1 of the Certified Survey Map to include the zoning language. Zoning information has been included on Page 5 of the Certified Survey Map.

Rezoning

6. It is recommended that the Boundary Exhibit be revised or an additional exhibit provided to clearly illustrate the rezoning request.

It is recommended that an exhibit be labeled “Rezoning Exhibit,” which clearly states the current zoning and proposed zoning.

This exhibit must only identify those lands to be rezoned. The Boundary Exhibit includes Outlot 1 of CSM 11704. This is recommended not to be shown in the same manner as the area to be rezoned as this outlot is not part of the rezoning request.

It is understood that this property is owned by Franklin Mills, LLC and that it contains the access easement to the proposed Lot 1. If shown for reference, it should just not be included within the boundary of the area to be rezoned.

The Boundary Exhibit has been revised.

7. It is also recommended that the property address and tax key be included on the Rezoning Exhibit for each parcel and that the outer boundary be labeled as the proposed lot 1.

The requested revisions have been incorporated.

8. Please confirm that no part of the existing C-1 District zoning extends onto the Proposed Lot 1/area to be rezoned.

Can the City of Franklin provide a Legal Description of the lands shown as C-1 District on the City Maps? The applicant requests clarification as to how this can be determined.

9. Per UDO Section 15-3.0103A.3 , it is recommended that the proposed Lot 2 be rezoned to a single zoning district in conjunction with the CSM Application.

Please note that Lot 2 is not contemplated for development at this time and is being retained by the Mathson Family. The subject property currently exists with multiple zoning classifications. The Applicants respectfully request that any zoning reclassification for Lot 2 be deferred to such time as a development proposal is brought forward. Please see Note #5, Page 5 of the revised Certified Survey Map.

Land Division Variance:

10. It is recommended that a note be added to the CSM stating that a Land Division Variance has been granted by the City of Franklin pertaining to the lack of access to a public street, subject to the allowed access via easement through Outlot 1 of CSM No. 11704, that such access shall be granted in perpetuity, and if at any time should such access be removed, that the subject lot shall become non-conforming in regard to such access.

The requested language has been added to the Certified Survey Map

Engineering Department comments

11. "Must approve the rezoning proposal by the Common Council before the approval of the proposed land division".

Noted.

12. "Must resolve the technical omissions and deficiencies identified by Milwaukee County. City comments may be revised to reflect changes required by Milwaukee County. Under the Engineering review the following must be addressed:

- a. On page 1 of 6, show the coordinates (Northing & Easting) of the reference section corners and add a note, "Lot 1 & 2 is not Served by Public Sanitary Sewer & Water". Also, show the location/vicinity map.
- b. On page 4 of 6, under the Surveyor's Certificate, at the end of the last paragraph, insert after Wisconsin Statutes "and the Unified Development Ordinance – Division 15 of the City of Franklin in surveying, dividing and mapping the same.
- c. On pages 4 to 6, change the description under the Certified Survey Map Number to reflect previous pages of this proposal.
- d. On page 5 of 6, under the City of Franklin Common Council Approval, remove the word "Dedication". At this point, no dedication is being proposed".

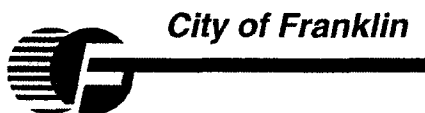
Noted. Comments have been addressed.

13. "Must check the closure of the internal land division of lot 1 & 2. The bearing S00D34'08" with the distance of 504.80 may need to be rectified"

The closure has been addressed.

14. In case the land division variance is not approved, "Lot 1 should be considered as Outlot 1 for lack of public road access".

Noted.



Date of Application: 8/27/2019

REZONING APPLICATION

Complete, accurate and specific information must be entered Please Print.

Applicant (Full Legal Name[s])

Name Daniel Szczap
Company Bear Development, LLC
Mailing Address 4011 80th Street
City / State Kenosha, WI Zip 53142
Phone (262) 842-0556
Email Address dan@beardevelopment.com

Applicant is Represented by (contact person)(Full Legal Name[s])

Name _____
Company _____
Mailing Address _____
City / State _____ Zip _____
Phone _____
Email Address _____

Project Property Information.

Property Address Vacant Land East of 124th Street, South of STH 36
Property Owner(s) Daniel & Virginia Mathson, Etal

Tax Key Nos Part of 939-9994-000

Mailing Address 19370 Killarney Way
City / State Brookfield, WI Zip 53045
Email Address _____

Existing Zoning R-2 Estate Single-Family Residence District

Existing Use Vacant, Agriculture

Proposed Use M-2 General Industrial District

CMP Land Use Identification Business Park

*The 2025 Comprehensive Master Plan Future Land Use Map is available at <http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm>

Rezoning submittals for review must include and be accompanied by the following:

- ☒ This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- ☒ Application Filing Fee, payable to City of Franklin ☒ \$1,250 ☐ \$350 (One Parcel Residential)
- ☒ Legal Description for the subject property (WORD doc or compatible format)
- ☒ Seven (7) complete collated sets of Application materials to include
 - ☒ One (1) original and six (6) copies of a written Project Summary, including a general description of the proposed development of the property, proposal's intent, impacts, and consistency with the Comprehensive Master Plan
 - ☒ Seven (7) folded copies of a Plot Plan, or Site Plan, drawn to a reasonable scale (at least 11"x17" or as determined by the City Planner or City Engineer) and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned
- ☒ Email (or CD ROM) with all plans/submittal materials
- ☒ Additional Information as may be required

- Additional notice to and approval required for amendments or rezoning in the FW, FC, FFO, and SW Districts
- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- Requires a Class II Public Hearing notice at Plan Commission
- Rezoning requests require Plan Commission review and recommendation and Common Council approval

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application.)

Signature
Name & Title (PRINT) ROB MATHISON
Date 8-30-19

Signature
Name & Title (PRINT) DANIEL J. SZCZAP
Date August 30, 2019

Signature _____
Name & Title (PRINT) _____
Date _____

Signature _____
Name & Title (PRINT) _____
Date _____

BEAR
DEVELOPMENT
4011 80th Street, Kenosha, WI 53142
Phone: (262) 842-0556 Fax: (262) 842-0557

August 29, 2019

Mr. Joel Dietl
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Re: Rezoning Application- Planning Area G

Dear Mr. Dietl:

Please accept this letter and the enclosed submittal materials as formal application for zoning reclassification for lands owned and/or controlled by Bear Development in the City of Franklin. Bear Development is acting on behalf of the owners of record, Franklin Mills, LLC and the Mathson Family

Property Summary

Franklin Mills, LLC is the owner of record of approximately 20.58 acres of land in the City of Franklin. The land is located on the west side of STH 45 approximately 815 feet south of Loomis Court. The property is included in the area commonly known as Planning Area G. The property consists of 20 acres of land within the City limits of Franklin and 0.58 acres in the City of Muskego. The property bears Tax Key Number 939-9995-000.

Bear Development, LLC is under contract for an additional 13.05 acres directly west of the property described above. The record owner is the Mathson Family. The property is adjacent to the Ryan Meadows/Loomis Business Park project which has previously been approved. The 13.05 acres is part of Tax Key Number 939-9994-000.

Enclosed with this submittal are a boundary exhibit depicting the subject properties showing a total project area of 33.63 acres

Existing Zoning

The subject property is currently zoned R-2 Estate Single Family Residence District. An existing City of Franklin Zoning Map is included for your reference.

City of Franklin Comprehensive Plan

The subject properties are designated as Business Park on the City of Franklin Comprehensive Plan. Lands directly south of the subject property are designated as Manufacturing

Proposed Zoning Classification

The applicants are requesting a zoning reclassification to the M-2 General Industrial District. The proposed zoning is consistent with the planned Business Park designation. The proposed zoning is consistent with the adjacent M-1 Industrial zoning in the Loomis Road Business Park and with existing uses along STH 45.

Future Land Division

Upon favorable hearing of the proposed zoning, the Applicant's shall apply for a Land Division, either CSM or Land Combination, at the City of Franklin's direction.

We feel the proposed zoning is consistent with adjacent zoning, the City of Franklin Comprehensive Plan and the existing and planned land use in the general area . Our intention is to create a development opportunity for Planning Area G that meets the goals of the Comprehensive Plan while providing a diverse mix of land use.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Szczap", with a long horizontal flourish extending to the right.

Daniel Szczap
Bear Development, LLC

blank page

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/17/19</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN</p> <p>(BEAR DEVELOPMENT, LLC, APPLICANT (FRANKLIN MILLS, LLC AND DANIEL L. MATHSON AND VIRGINIA K. MATHSON, PROPERTY OWNERS))</p> <p>(AT 10082 SOUTH 124TH STREET AND PROPERTY GENERALLY LOCATED SOUTH OF LOOMIS COURT AND EAST OF SOUTH NORTH CAPE ROAD)</p>	<p>ITEM NUMBER</p> <p><i>G.2.</i></p>
<p>At the December 5, 2019, regular meeting, the Plan Commission carried a motion to recommend approval of a Resolution conditionally approving a 2 lot Certified Survey Map incorporating the actions taken on conditions number 6, 7, 8 and 9.</p> <p>COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution 2019-_____, conditionally approving a 2 lot Certified Survey Map, being part of the fractional Northwest quarter of the Southwest quarter and the West half of the Northeast quarter of the Southwest quarter of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Bear Development, LLC, applicant (Franklin Mills, LLC and Daniel L. Mathson and Virginia K. Mathson, property owners)) (at 10082 South 124th Street and property generally located south of Loomis Court and east of South North Cape Road).</p>		

RESOLUTION NO. 2019-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (BEAR DEVELOPMENT, LLC, APPLICANT (FRANKLIN MILLS, LLC AND DANIEL L. MATHSON AND VIRGINIA K. MATHSON, PROPERTY OWNERS)) (AT 10082 SOUTH 124TH STREET AND PROPERTY GENERALLY LOCATED SOUTH OF LOOMIS COURT AND EAST OF SOUTH NORTH CAPE ROAD)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being part of the fractional Northwest Quarter of the Southwest Quarter and the West half of the Northeast Quarter of the Southwest Quarter of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, of the properties located at 10082 South 124th Street (Tax Key No. 939-9994-000) and property generally located south of Loomis Court and east of South North Cape Road (approximately 20.58 acres of land located on the west side of State Highway 45, approximately 815 feet south of Loomis Court (20.01 acres of land within the City of Franklin and 0.58 acres in the City of Muskego)) (Tax Key No. 939-9995-000), Bear Development, LLC, applicant, Franklin Mills, LLC and Daniel L. Mathson and Virginia K. Mathson, property owners; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Bear Development, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the

BEAR DEVELOPMENT, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2019-_____

Page 2

Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Bear Development, LLC, successors and assigns, and any developer of the Bear Development, LLC 2 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Bear Development, LLC and the 2 lot certified survey map project for the properties located at 10082 South 124th Street and property generally located south of Loomis Court and east of South North Cape Road (approximately 20.58 acres of land located on the west side of State Highway 45, approximately 815 feet south of Loomis Court (20.01 acres of land within the City of Franklin and 0.58 acres in the City of Muskego)): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. Notwithstanding any approval of the rezoning and certified survey map with regard to the entire parcel, Lot 2 is currently under split zoning which has not been permitted by the Unified Development Ordinance since 1998 but it was permitted under the 1968 zoning code. In the event of the loss or destruction of 50% or more of the existing single family residence structure upon the area zoned Multiple-Family Residence District R-8, the existing single-family residence structure shall not be allowed to be constructed/reconstructed without rezoning Lot 2 to a single zoning district.

BEAR DEVELOPMENT, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2019-_____

Page 3

7. The applicant shall add the following note on the face of the Certified Survey Map: 'For those wetlands deemed artificial by the Wisconsin Department of Natural Resources/US Army Corps of Engineers or outside their jurisdictions, the requirement of a conservation easement is void.'
8. The applicant shall submit a 25-foot wide landscape bufferyard easement for City staff review, Common Council approval, and recording with the Milwaukee County Register of Deeds Office concurrently with recording of the Certified Survey Map.
9. The applicant shall revise the Certified Survey Map to address the Engineering Department comments in the staff memorandum dated October 30, 2019, for review and approval by the Engineering Department, prior to recording of the Certified Survey Map.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owners, Franklin Mills, LLC (property generally located south of Loomis Court and east of South North Cape Road (approximately 20.58 acres of land located on the west side of State Highway 45, approximately 815 feet south of Loomis Court (20.01 acres of land within the City of Franklin and 0.58 acres in the City of Muskego))) and Daniel L. Mathson and Virginia K. Mathson (10082 South 124th Street), be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owners, Franklin Mills, LLC (property generally located south of Loomis Court and east of South North Cape Road (approximately 20.58 acres of land located on the west side of State Highway 45, approximately 815 feet south of Loomis Court (20.01 acres of land within the City of Franklin and 0.58 acres in the City of Muskego))) and Daniel L. Mathson and Virginia K. Mathson (10082 South 124th Street), with the Office of the Register of Deeds for Milwaukee County.

BEAR DEVELOPMENT, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2019-_____

Page 4

Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RESOLUTION NO. 2019-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (BEAR DEVELOPMENT, LLC, APPLICANT (FRANKLIN MILLS, LLC AND DANIEL L. MATHSON AND VIRGINIA K. MATHSON, PROPERTY OWNERS)) (AT 10082 SOUTH 124TH STREET AND PROPERTY GENERALLY LOCATED SOUTH OF LOOMIS COURT AND EAST OF SOUTH NORTH CAPE ROAD)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being part of the fractional Northwest Quarter of the Southwest Quarter and the West half of the Northeast Quarter of the Southwest Quarter of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, of the properties located at 10082 South 124th Street (Tax Key No. 939-9994-000) and property generally located south of Loomis Court and east of South North Cape Road (approximately 20.58 acres of land located on the west side of State Highway 45, approximately 815 feet south of Loomis Court (20.01 acres of land within the City of Franklin and 0.58 acres in the City of Muskego)) (Tax Key No. 939-9995-000), Bear Development, LLC, applicant, Franklin Mills, LLC and Daniel L. Mathson and Virginia K. Mathson, property owners; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Bear Development, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the

BEAR DEVELOPMENT, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2019-_____

Page 2

Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Bear Development, LLC, successors and assigns, and any developer of the Bear Development, LLC 2 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Bear Development, LLC and the 2 lot certified survey map project for the properties located at 10082 South 124th Street and property generally located south of Loomis Court and east of South North Cape Road (approximately 20.58 acres of land located on the west side of State Highway 45, approximately 815 feet south of Loomis Court (20.01 acres of land within the City of Franklin and 0.58 acres in the City of Muskego)): (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant shall apply for a Rezoning from the City to rezone the proposed Lot 2 to a single zoning district, and to remove the C-1 Conservancy District, prior to recording of the subject Certified Survey Map. If said rezoning is approved, the applicant shall revise the Certified Survey Map according to City procedures and requirements.
7. The applicant shall submit a written conservation easement document and a conservation easement restriction note on the face of the Certified Survey Map in conjunction with the “Natural Resource Protection Plan”, subject to review and

BEAR DEVELOPMENT, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2019-_____

Page 3

approval by the Department of City Development, prior to recording the Certified Survey Map. The Conservation Easement shall be reviewed by City staff, and approved by the Common Council, for recording with the Milwaukee County Register of Deeds Office concurrently with recording of the Certified Survey Map.

8. The applicant shall revise the Certified Survey Map to create outlot(s) to encompass all protected natural resource features, for Department of City Development review and approval, prior to recording of the Certified Survey Map.
9. The applicant shall revise the landscape bufferyard easement to depict a minimum width of 30 feet, and shall submit the easement documents for City staff review, Common Council approval, and recording with the Milwaukee County Register of Deeds Office concurrently with recording of the Certified Survey Map.
10. The applicant shall revise the Certified Survey Map to address the Engineering Department comments in the staff memorandum dated October 30, 2019, for review and approval by the Engineering Department, prior to recording of the Certified Survey Map.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owners, Franklin Mills, LLC (property generally located south of Loomis Court and east of South North Cape Road (approximately 20.58 acres of land located on the west side of State Highway 45, approximately 815 feet south of Loomis Court (20.01 acres of land within the City of Franklin and 0.58 acres in the City of Muskego))) and Daniel L. Mathson and Virginia K. Mathson (10082 South 124th Street), be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owners, Franklin Mills, LLC (property generally located south of Loomis Court and east of South North Cape Road (approximately 20.58 acres of land located on the west side of State Highway 45, approximately 815 feet south of Loomis Court (20.01 acres of land within the City of Franklin and 0.58 acres in the City of Muskego))) and Daniel L. Mathson and Virginia K. Mathson (10082 South 124th Street), with the Office of the Register of Deeds for Milwaukee County.

BEAR DEVELOPMENT, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2019-_____

Page 4

Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of December 5, 2019****Rezoning, Certified Survey Map and Land Division Variance**

RECOMMENDATION: City Development Staff recommends approval of the Rezoning, Certified Survey Map (CSM) and Land Division Variance, applications submitted by Bear Development, LLC., subject to the conditions in the draft resolutions and draft ordinance.

Project Name:	Bear Development Rezoning, Certified Survey Map, and Land Division Variance
Project Location:	10082 124th Street/Tax Key No. 939 9994 000 and property generally located south of Loomis Court and east of South North Cape Road/Tax Key No. 939 9995 000
Property Owner:	Franklin Mills, LLC (Tax Key No. 939 9995 000) and Daniel and Virginia Mathson (Tax Key No. 939 9994 000)
Applicant:	Daniel Szczap. Bear Development, LLC
Current Zoning:	939 9994 000 /R-2 Estate Single-Family Residence District, R-8 Multiple-Family Residence District, and C-1 Conservancy District 939 9995 000 /R-2 Estate Single-Family Residence District
Proposed Zoning:	R-3 Suburban/Estate Single-Family Residence District.
2025 Comprehensive Plan:	Business Park and Areas of Natural Resource Features
Applicant's Action Requested:	Recommendation of approval of the Rezoning and Certified Survey Map, and approval of the Land Division Variance request.

Introduction

On October 10, 2019, the applicant, Bear Development, LLC, filed applications for a Rezoning and Certified Survey Map (CSM) for properties bearing Tax Key Nos. 939-9994-000 and 939-9995-000. City Development staff determined that a Land Division Variance is required for the proposed CSM, the applicant submitted such application on October 21, 2019.

All applications are related to the reconfiguration of two existing lots to allow Franklin Mills, LLC to purchase approximately 13 acres of land from the Mathson family.

The proposed Lot 1 is anticipated for Business Park/Industrial development; however, detailed plans have not yet been provided. The applicant does not have a specific development proposal for this land at this time. A general description of the proposed development, a site plan, a landscape plan, and architectural plans, as required by Section 15-9.0203 of the UDO, have not been provided. However, it can be noted that the City has not always required such information when specific development proposals were unknown at the time of the rezoning.

It should also be noted that any future development will require use and site plan approval by the City. Further, additional information related to the site plan, landscaping, lighting, signage, storm water, grading, etc. will be required at that time.

The applicant is requesting that the required Landscape Bufferyard Easement be 25' in depth rather than the typical 30'. It can be noted that the depth of the required landscape bufferyard easement is only specified in Section 15-5.0102 of the UDO, in regard to limited access highways. Staff recommends that the typical 30' bufferyard easement be provided.

The applicant is also requesting to defer, to the time of development, the requirement to place protected natural resource features within conservation easements. Staff recommends that the conservation easement be provided as part of, and recorded simultaneously with, the CSM as required by Section 15-7.0702P. of the UDO.

Project Description and Analysis

Certified Survey Map:

The proposed Certified Survey Map reconfigures the subject two lots. The southernmost lot abutting S. 124th Street is owned by Daniel & Virginia Mathson and Robert Mathson. The property is currently about 41.24 acres. The lot to the north is owned by Franklin Mills LLC and is approximately 20.01 acres.

The CSM creates two new lots with Lot 1 having an area of approximately 33.051 acres (to be owned by Franklin Mills LLC) and Lot 2 having an area of about 28.408 acres (to remain owned by Daniel & Virginia Mathson and Robert Mathson). Again, the land division request will allow Franklin Mills, LLC to purchase about 13 acres of land to combine to their existing parcel.

Land Division Variance:

The Land Division Variance request is necessary in conjunction with the CSM as the proposed Lot 1 does not abut 60-feet of frontage along a public right-of-way as required by Section 15-5.0101B.1. of the Unified Development Ordinance (UDO). This property has access to S. North Cape Road through a 60-foot wide ingress/egress easement on the property to the west, which was designated on CSM No. 11704 and, in part, is for the specific benefit of this parcel. It should be noted that this outlot is also owned by Franklin Mills, LLC.

Rezoning:

The Rezoning Application proposes to change the zoning of the proposed Lot 1 from R-2 Residence District to M-2 General Industrial District for potential future industrial development. The applicant is not proposing to rezone the proposed Lot 2; therefore, it will remain as currently zoned (R-8, R-2, and C-1 districts).

Section 15-3.0103 of the UDO states that split zoning of any newly created lot or parcel into more than one zoning district shall not be allowed except for the AO, FW, FC, and SW Districts.

The applicant is requesting that Lot 2 remain as currently zoned as it already consists of split zoning. The applicant has further indicated that the Mathson family does not have plans at this time to develop the property. However, pursuant to Section 15-3.0103 of the UDO, staff recommends that the rezoning request be revised to eliminate the split lot zoning.

Comprehensive Master Plan:

The area to be rezoned is designated as Business Park and Areas of Natural Resource Features on the City's 2025 Future Land Use Map. The proposed rezoning to the M-2 District for the proposed Lot 1 is consistent with the City's Comprehensive Master Plan; therefore, an amendment is not required.

Recommendation

Staff recommends approval of the rezoning, Certified Survey Map, and Land Division Variance subject to the conditions in the draft resolutions and draft ordinance.

Staff suggestions include:

- That Monarch Drive (approved but not yet constructed as part of the adjacent Industrial Park) be extended through the proposed lot 1 (via reservation or dedication) to connect to S. 124th Street. It can be noted that Monarch Drive (from Chicory Street to its dead end at the northeastern corner of Lot 1 of the proposed CSM) is over 1,200 feet in length, which exceeds the UDO maximum cul-de-sac length of 800 feet.
- That the applicant prepare general description of the proposed development, a preliminary site plan, a preliminary landscape plan, and preliminary architectural plans, as required by Section 15-9.0203 of the UDO.

Recommended Motions

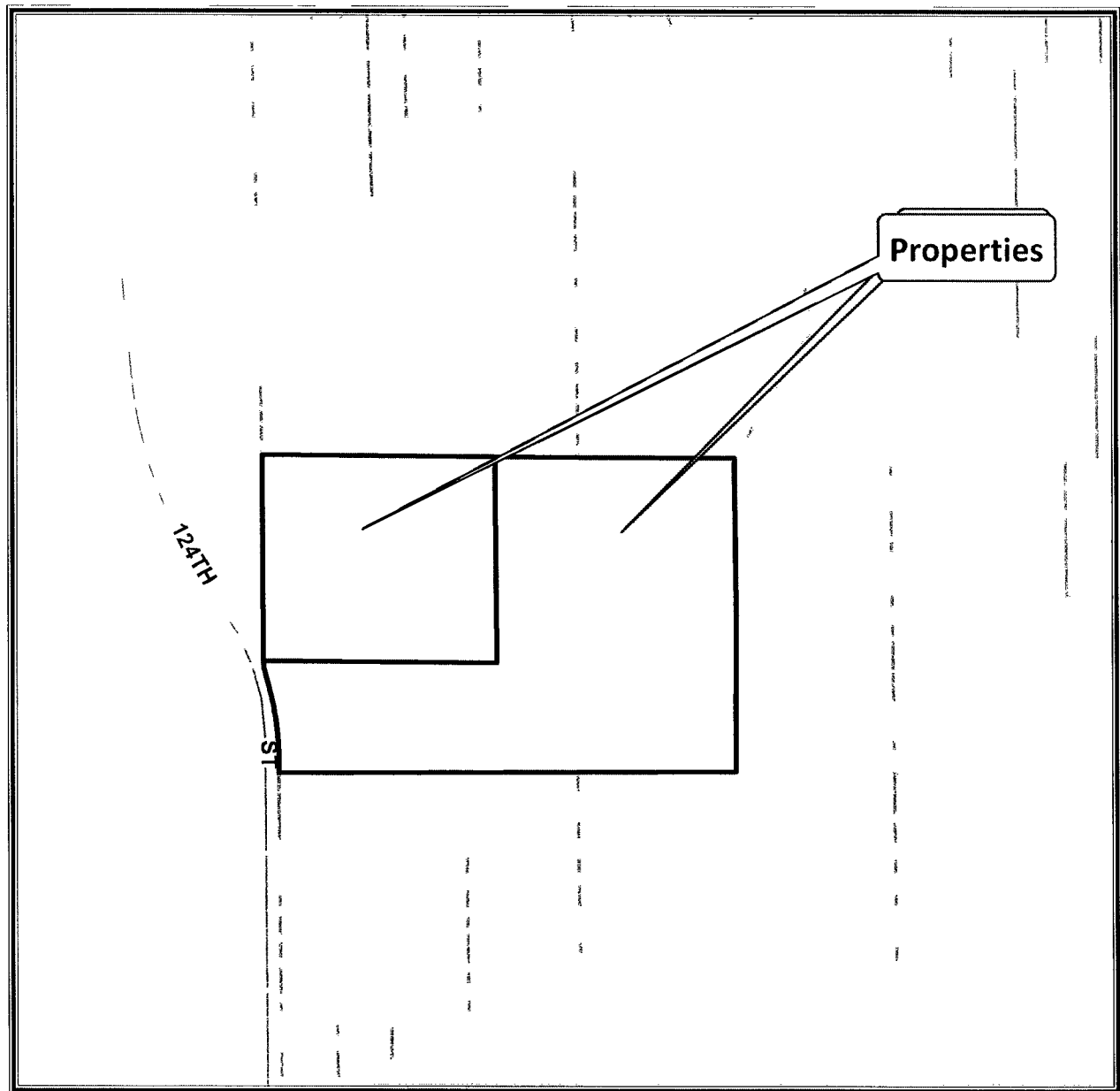
Motions to recommend approval of the Rezoning and Certified Survey Map Applications and a motion to approve the Land Division Variance request.

With regards to the conditions of approval for the Certified Survey Map Resolution, the applicant is requesting the following:

- Condition No. 6. The applicant is requesting to defer any rezoning classification of Lot 2 to the time of development.
- Conditions No. 7 and 8. The applicant is requesting to postpone the delineation of outlots and conservation easement to the time of development.
- Condition No. 9. The applicant is requesting to reduce the landscape buffer width from 30 feet to 25 feet. It is noted that the UDO Section 15-5.0302 does not regulate the width of buffers separating different zoning districts.



TKN: 939 9994 000
939 9995 000



Planning Department
(414) 425-4024

0 405 810 1 620 Feet



2017 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.

BEAR
DEVELOPMENT
4011 80th Street, Kenosha, WI 53142
Phone: (262) 842-0556 Fax: (262) 842-0557

November 19, 2019

Mr. Regulo Martinez-Montilva
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Dear Mr. Martinez-Montilva

Bear Development is in receipt of the City of Franklin Staff Review comments dated October 31, 2018 regarding our applications for Certified Survey Map and Rezoning. We appreciate the thorough review of our submittal. We are pleased to submit this letter and the enclosed materials in preparation for the December 5, 2019 Plan Commission Meeting and the December 12, 2019 Common Council Meeting.

Franklin Mills, LLC and the Mathson Family recently submitted applications for Certified Survey Map and Rezoning for approximately 33 acres located west of 124th Street. The purpose of the applications is to create individual parcels in order to reclassify the zoning on the property shown as Lot 1.

We understand that this is the initial step in a series of entitlement/approvals required to develop the property. Please note that at this time, only the 33 acres as shown as Lot 1 of the Certified Survey Map is contemplated for development at this time.

Please find our responses to the City Staff comments, in order as they appear in the October 31, 2019 Memorandum.

Certified Survey Map

- | | |
|-----------------|---|
| Comment 1.) (a) | Revisions have been incorporated. |
| Comment 1.) (b) | Revisions have been incorporated. |
| Comment 1.) (c) | Revisions have been incorporated. |
| Comment 1.) (d) | Per our September 26, 2019 Staff Meeting, Bear Development represented that a wetland fill permit is needed to accommodate development on Lot 1, specifically regarding the isolated, farmed wetlands on the eastern half of proposed Lot 1. We are respectfully requesting that a Conservation Easement not be required over these specific wetlands at this time. Please see Note #4, Page 5 of the revised Certified Survey Map. |

We understand that these wetlands are regulated by City, State and Federal regulations, and if the applicant is not granted a Wetland Impact permit by the

S

WDNR and Army Corps of Engineers, a Conservation Easement will be placed over these features. Please note that this process takes significant time.

Further, Lot 2 of the proposed CSM is not contemplated for development in the short term and will be retained by the Mathson Family. We request that a note be added to the Certified Survey Map stating that a detailed Natural Resource Protection Plan and Conservation Easements will be required prior to any further land division, zoning reclassification or any other municipal approval for Lot 2. Please note that a Certified Survey note, very similar to this was included during the Ryan Meadows proceedings. Please see Note # 3, Page 5 of the revised Certified Survey Map.

Comment 2.) Upon researching the City of Franklin Unified Development Ordinance, specific reference to the width of the landscape bufferyard cannot be found. We respectfully request t a 25' Landscape Bufferyard along the portions of property which abut Residential zoning districts.

Please note that the City of Franklin Comprehensive Plan designates the subject property and the adjacent lands as Business Park. Therefore, it is assumed that the adjacent lands which are zoned Residential will ultimately be rezoned to a zoning classification that is consistent with the Comprehensive Plan.

Comment 3.) Lot 2 of the proposed Certified Survey Map is not contemplated for short term development. We respectfully request that restrictions to Lot 2 in form of easements or dedicated Outlots be deferred to such time that a development proposal for the subject property is brought forth. As indicated previously, Lot 2 is being retained by the Mathson Family and their intentions for the property are not known at this time. Please see response in Comment 1, above. Please see Note #5, Page 5 of the revised Certified Survey Map.

Comment 4.) Dedication language has been removed.

Comment 5.) There is not enough room on Page 1 of the Certified Survey Map to include the zoning language. Zoning information has been included on Page 5 of the Certified Survey Map.

Rezoning

Comment 6.) The Boundary Exhibit has been revised.

Comment 7.) The requested revisions have been incorporated.

Comment 8.) Can the City of Franklin provide a Legal Description of the lands shown as C-1 District on the City Maps? The applicant requests clarification as to how this can be determined.

Comment 9.) Please note that Lot 2 is not contemplated for development at this time and is being retained by the Mathson Family. The subject property currently exists with multiple zoning classifications. The Applicants respectfully request that any zoning reclassification for Lot 2 be deferred to such time as a development proposal is brought forward. Please see Note #5, Page 5 of the revised Certified Survey Map.

Land Division Variance

Comment 10.) Noted. The requested language will be added to the Certified Survey Map

Engineering Department Comments

Comment 11) Noted
Comment 12) Noted. Comments have been addressed
Comment 13) The closure has been addressed.
Comment 14) Noted.

Should you have any questions regarding this matter, please do not hesitate to contact me I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Thank you for your time and consideration We look forward to meeting with the City Plan Commission and Common Council in December

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel Szczap', with a long horizontal flourish extending to the right.

Daniel Szczap
Bear Development, LLC

MEMORANDUM

Date: October 31, 2019
Responses on November 19, 2019

To: Daniel Szczap, Bear Development, LLC

From: City of Franklin, Department of City Development

RE: Bear Development Rezoning, Certified Survey Map, and Land Division Variance Applications - Comments and Recommendations

Below are comments and recommendations for the proposed Rezoning, Certified Survey Map, and Land Division Variance applications submitted by Bear Development for properties bearing Tax Key Nos. 939-9994-000 and 939-9995-000.

Certified Survey Map, as required by the Unified Development Ordinance (UDO)

1. Per Section 15-7.0702 of the Unified Development Ordinance (UDO), please show correctly on the face of the CSM, in addition to the information required by § 236.34 of the Wisconsin Statutes, the following:
 - a. Map Date. Date of the Certified Survey Map with all dates of revision.
Revisions have been incorporated.
 - b. Owner, Subdivider, Land Surveyor. Name and address of the owner, Subdivider, and Land Surveyor. – Property owners must be labeled (Franklin Mills, LLC and Mathson, Daniel L. & Virginia K (L/E) and Mathson, Robert ET AL.
Revisions have been incorporated.
 - c. Existing Zoning. The Certified Survey Map shall indicate on its face the current zoning and zoning boundary lines of all parcels, lots or outlots proposed to be created by the Certified Survey Map. – Please label the zoning districts of each parcel.
Revisions have been incorporated.
 - d. Location of Proposed Deed Restrictions, Landscape Easements, and/or Conservation Easements. The location of any proposed deed restrictions, landscape easements, and/or conservation easements shall be graphically indicated and clearly delineated and dimensioned on the face of the Certified Survey Map. The location and extent of conservation easements should be directly related to the "Natural Resource Protection Plan." Deed restrictions and/or conservation easements as required by this Ordinance shall be filed with the Certified Survey Map or submitted for review as a condition of any approval thereof, in the manner and for the purposes as set forth under § 15-7.0603D. for final plats. – All protected natural resources on the proposed lots must be made part of a Conservation Easement. This boundary must be shown on the CSM. Please obtain a copy of the City of Franklin Conservation Easement and Landscape Bufferyard template from the Planning Department.

Per our September 26, 2019 Staff Meeting, Bear Development represented that a

wetland fill permit is needed to accommodate development on Lot 1, specifically regarding the isolated, farmed wetlands on the eastern half of proposed Lot 1. We are respectfully requesting that a Conservation Easement not be required over these specific wetlands at this time. Please see Note #4, Page 5 of the revised Certified Survey Map.

We understand that these wetlands are regulated by City, State and Federal regulations, and if the applicant is not granted a Wetland Impact permit by the WDNR and Army Corps of Engineers, a Conservation Easement will be placed over these features. Please note that this process takes significant time.

Further, Lot 2 of the proposed CSM is not contemplated for development in the short term and will be retained by the Mathson Family. We request that a note be added to the Certified Survey Map stating that a detailed Natural Resource Protection Plan and Conservation Easements will be required prior to any further land division, zoning reclassification or any other municipal approval for Lot 2. Please note that a Certified Survey note, very similar to this was included during the Ryan Meadows proceedings. Please see Note # 3, Page 5 of the revised Certified Survey Map.

2. Per UDO Section 15-5.0302 landscape bufferyards are required to separate different zoning districts. Given the proposed zoning for Lot 1 is M-2 General Industrial District, the CSM should depict a landscape bufferyard easement where said lot abuts residential zoning districts, such as R-2 and R-8. For your convenience, a landscape bufferyard easement template is available at the Planning Department as previously noted. Upon researching the City of Franklin Unified Development Ordinance, specific reference to the width of the landscape bufferyard cannot be found. We respectfully request a 25' Landscape Bufferyard along the portions of property which abut Residential zoning districts.

Please note that the City of Franklin Comprehensive Plan designates the subject property and the adjacent lands as Business Park. Therefore, it is assumed that the adjacent lands which are zoned Residential will ultimately be rezoned to a zoning classification that is consistent with the Comprehensive Plan.

Additional staff comments

Certified Survey Map

3. It is recommended that all protected natural resource features should be located within outlots. Specifically, the wetlands and associated buffers and setbacks located on east central portion of the CSM and the mature woodlands located in the southeast corner.

Lot 2 of the proposed Certified Survey Map is not contemplated for short term development. We respectfully request that restrictions to Lot 2 in form of easements or dedicated Outlots be deferred to such time that a development proposal for the subject property is brought forth. As indicated previously, Lot 2 is being retained by the Mathson Family and their intentions for the property are not known at this time. Please see response in Comment 1, above. Please see Note #5, Page 5 of the revised Certified Survey Map.

4. Is any land being dedicated to the City? If not, “and dedication accepted” should be deleted on Sheet 5 under City of Franklin Common Council Approval.

Dedication language has been removed.

5. It is recommended that the zoning setback notes on Sheets 4 and 6 be moved to Sheet 1.

There is not enough room on Page 1 of the Certified Survey Map to include the zoning language. Zoning information has been included on Page 5 of the Certified Survey Map.

Rezoning

6. It is recommended that the Boundary Exhibit be revised or an additional exhibit provided to clearly illustrate the rezoning request.

It is recommended that an exhibit be labeled “Rezoning Exhibit,” which clearly states the current zoning and proposed zoning.

This exhibit must only identify those lands to be rezoned. The Boundary Exhibit includes Outlot 1 of CSM 11704. This is recommended not to be shown in the same manner as the area to be rezoned as this outlot is not part of the rezoning request.

It is understood that this property is owned by Franklin Mills, LLC and that it contains the access easement to the proposed Lot 1. If shown for reference, it should just not be included within the boundary of the area to be rezoned.

The Boundary Exhibit has been revised.

7. It is also recommended that the property address and tax key be included on the Rezoning Exhibit for each parcel and that the outer boundary be labeled as the proposed lot 1.

The requested revisions have been incorporated.

8. Please confirm that no part of the existing C-1 District zoning extends onto the Proposed Lot 1/area to be rezoned.

Can the City of Franklin provide a Legal Description of the lands shown as C-1 District on the City Maps? The applicant requests clarification as to how this can be determined.

9. Per UDO Section 15-3.0103A.3 , it is recommended that the proposed Lot 2 be rezoned to a single zoning district in conjunction with the CSM Application

Please note that Lot 2 is not contemplated for development at this time and is being retained by the Mathson Family. The subject property currently exists with multiple zoning classifications. The Applicants respectfully request that any zoning reclassification for Lot 2 be deferred to such time as a development proposal is brought forward. Please see Note #5, Page 5 of the revised Certified Survey Map.

Land Division Variance

10. It is recommended that a note be added to the CSM stating that a Land Division Variance has been granted by the City of Franklin pertaining to the lack of access to a public street, subject to the allowed access via easement through Outlot 1 of CSM No. 11704, that such access shall be granted in perpetuity, and if at any time should such access be removed, that the subject lot shall become non-conforming in regard to such access.

The requested language has been added to the Certified Survey Map

Engineering Department comments

11. "Must approve the rezoning proposal by the Common Council before the approval of the proposed land division".

Noted.

12. "Must resolve the technical omissions and deficiencies identified by Milwaukee County. City comments may be revised to reflect changes required by Milwaukee County. Under the Engineering review the following must be addressed:

- a. On page 1 of 6, show the coordinates (Northing & Easting) of the reference section corners and add a note, "Lot 1 & 2 is not Served by Public Sanitary Sewer & Water". Also, show the location/vicinity map.
- b. On page 4 of 6, under the Surveyor's Certificate, at the end of the last paragraph, insert after Wisconsin Statutes "and the Unified Development Ordinance – Division 15 of the City of Franklin in surveying, dividing and mapping the same.
- c. On pages 4 to 6, change the description under the Certified Survey Map Number to reflect previous pages of this proposal.
- d. On page 5 of 6, under the City of Franklin Common Council Approval, remove the word "Dedication". At this point, no dedication is being proposed".

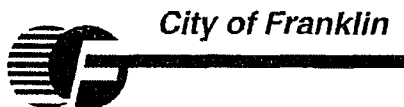
Noted. Comments have been addressed.

13. "Must check the closure of the internal land division of lot 1 & 2. The bearing S00D34'08" with the distance of 504.80 may need to be rectified"

The closure has been addressed.

14. In case the land division variance is not approved, "Lot 1 should be considered as Outlot 1 for lack of public road access".

Noted.



Date of Application. _____

CERTIFIED SURVEY MAP (CSM) APPLICATION

Complete, accurate and specific information must be entered. Please Print.

Applicant (Full Legal Name[s])

Name S R Mills
Company Bear Development, LLC
Mailing Address 4011 82nd Street
City/State Kenosha, WI Zip 53142
Phone (262) 842-0556
Email Address dane@beardevelopment.com

Project Property Information

Property Address 10082 124th Street
Property Owner(s) Mathison Family
Mailing Address 19370 Kiltarnock Way
City/State Brookfield, WI Zip 53045
Email Address _____

Applicant is Represented by: (contact person)(Full Legal Name[s])

Name Daniel Stezey
Company Bear Development, LLC
Mailing Address 4011 82nd Street
City/State Kenosha, WI Zip 53142
Phone (262) 842-0556
Email Address dane@beardevelopment.com

Tax Key Nos 939-9994-000
Existing Zoning R8, R2, C1
Existing Use Agriculture
Proposed Use Agriculture, Industrial
CMP Land Use Identification Business Park

*The 2025 Comprehensive Master Plan Future Land Use Map is available at: <http://www.franklinwi.gov/Home/Resources/Documents/Maps.htm>

Certified Survey Maps shall be prepared as provided in § 236.34 (1m) (c) Wis. Stats. and Division 15-7.0700 of the Unified Development Ordinance.

Certified Survey Map submittals for review must include and be accompanied by the following:

- ☐ Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds \$75
 - ☐ Two (2) original map copies for Milwaukee County review, prepared at 8-1/2" wide by 14" long on durable white paper
- ☐ This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- ☐ Application Filing Fee, payable to City of Franklin \$1,500
- ☐ Seven (7) complete sets of Application materials, for City of Franklin review to include.
 - ☐ Project Summary a written detailed description of the project One (1) original and six (6) copies
 - ☐ Map Copies One (1) original map copy and six (6) map copies prepared at 8-1/2" wide by 14" long and must be clearly legible
- ☐ As may be required, seven (7) copies of a "Natural Resource Protection Plan and "Landscape Plan" for any landscape bufferyard easement areas
- ☐ If applicable, three (3) copies of the Natural Resource Protection report (see Division 15-9 0309D of the UDO)
- ☐ If applicable, one copy of the Site Intensity and Capacity Calculations (see Division 15-3 0500 of the UDO)
- ☐ Email (or CD ROM) with all plans and submittal materials in Adobe PDF (May be waived by City Planner)

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- All Certified Survey Map requests require Plan Commission review and Common Council approval
- All Certified Survey Map requests shall comply with Chapter 236 of the Wisconsin State Statutes

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. § 943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature(s) below. If more than one, all of the owners of the property must sign this Application).

Signature Property Owner
ROBERT D MATHISON
Name & Title (PRINT)
Date 10/9/2019

Signature Property Owner

Name & Title (PRINT)
Date _____

Signature Applicant
S R Mills
Name & Title (PRINT)
Date 10/9/2019

Signature Applicant's Representative
DANIEL STEZEY
Name & Title (PRINT)
Date 10/9/2019

BEAR
DEVELOPMENT
4011 80th Street, Kenosha, WI 53142
Phone: (262) 842-0556 Fax: (262) 842-0557

October 4, 2019

Mr. Joel Dietl
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Dear Mr. Dietl:

Bear Development is pleased to submit this letter and the enclosed submittal materials as formal application for Certified Survey Map review and approval. Bear Development is acting on behalf of the owners of record, Franklin Mills, LLC and the Mathson Family

Project Summary

Franklin Mills, LLC is the owner of record of approximately 20.58 acres of land in the City of Franklin. The property is located on the east side of 124th Street approximately 900' south of Loomis Court. The property is vacant and is used for agricultural purposes.

The Mathson Family is the owner of record of 41.24 acres in the City of Franklin. The property is located on 124th Street approximately 1200 feet south of Loomis Court. The existing farmhouse carries an address of 10082 124th Street. Bear Development is under contract for approximately 13 acres of the parcel, which provides a physical connection with the Ryan Meadows/Loomis Business Park property. Upon successful land division, the Mathson Family will retain 29 acres.

The purpose of the Certified Survey Map is to create parcels which can be legally transferred and properly zoned. The proposed land division would create the following lots:

Lot 1: 33.051 Acres

The parcel gains access by way of Lot 1 of Certified Survey Map 11704. This access driveway has been recorded as an easement and has been approved by the Wisconsin Department of Transportation. Lot 1 will have a total frontage of 310' along 124th Street.

Proposed Lot II: 28.408 Acres

The parcel will include 450 feet of frontage along 124th Street.

In accordance with City of Franklin requirements, we have completed a Natural Resource Protection Plan for the property in question. A copy has been included in this submittal.

We feel the requested land division will create separate parcels with land use that is consistent and compatible with the properties in the general area.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Thank you for your time and consideration.

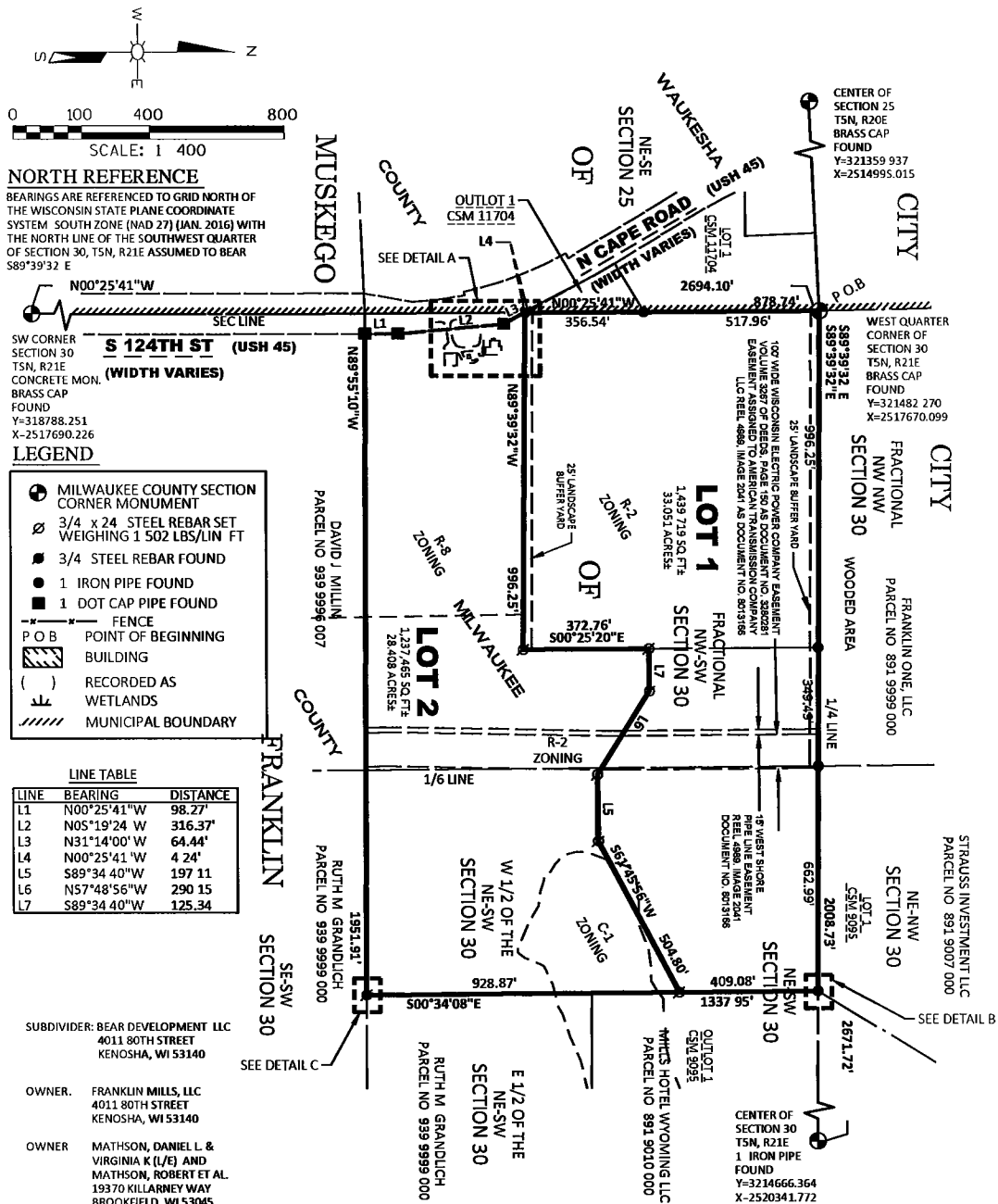
Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Szczap", with a stylized flourish at the end.

Daniel Szczap
Bear Development, LLC

CERTIFIED SURVEY MAP NUMBER

BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER
OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE
21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



DATE 10-8-19	DIRECTORY NO.
PROJECT NO. 53399A19	DRAFTED BY JBM
SHEET 1 OF 7	DRAWING NAME CSM

SURVEY FOR: CITY OF FRANKLIN CSM
SECTION 30, T5N, R21E
CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

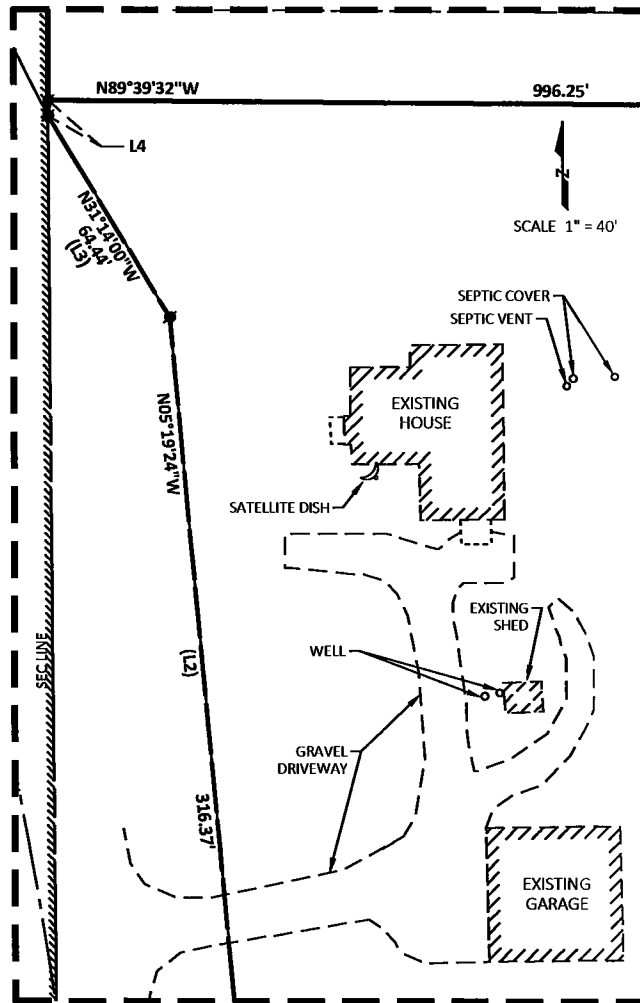
Omni
ASSOCIATES

OWNER ASSOCIATES
ONE SYSTEMS DRIVE
APPLETON, WI 54914
PHONE (920) 755-6900
FAX (920) 830-6100

CERTIFIED SURVEY MAP NUMBER

BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

DETAIL A



NORTH REFERENCE

BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE (NAD 27) (IAN 2016) WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30, T5N, R21E ASSUMED TO BEAR S89°39'32\"

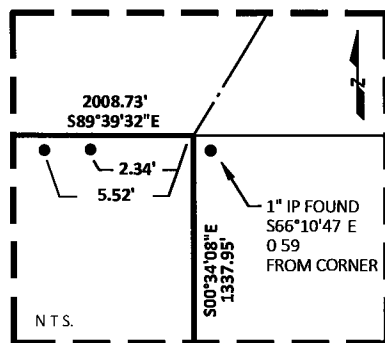
LEGEND

	MILWAUKEE COUNTY SECTION CORNER MONUMENT
	3/4\" x 24\" STEEL REBAR SET WEIGHING 1 502 LBS/LIN FT
	3/4\" STEEL REBAR FOUND
	1\" IRON PIPE FOUND
	1\" DOT CAP PIPE FOUND
	FENCE
	P O B POINT OF BEGINNING
	BUILDING
	RECORDED AS
	WETLANDS

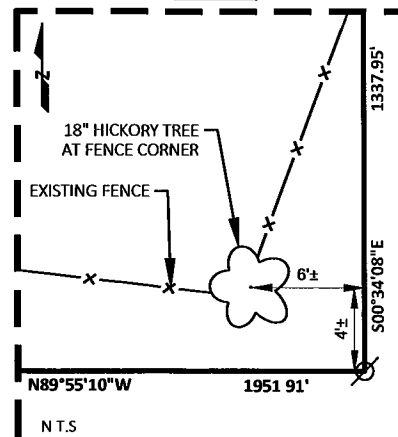
LINE TABLE

LINE	BEARING	DISTANCE
L4	N00°25'41\"W	4.24'

DETAIL B



DETAIL C



DATE 10-8-19	DIRECTORY NO.
PROJECT NO. S3398A19	DRAFTED BY JBM
SHEET 2 OF 7	DRAWING NAME CSM

SURVEY FOR: CITY OF FRANKLIN CSM

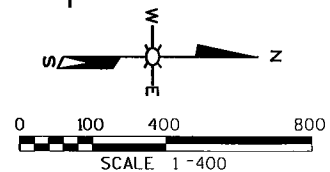
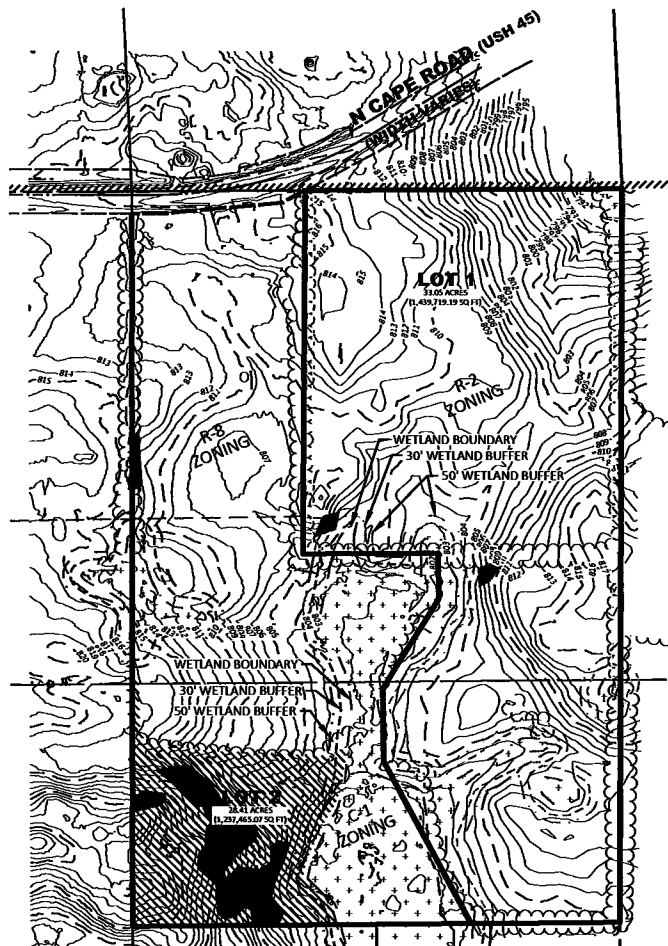
SECTION 30, T5N, R21E
CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

OMNI
ASSOCIATES

OMNI ASSOCIATES
ONE SYSTEMS DRIVE
APPLETON, WI 54914
PHONE (920) 735-8900
FAX (920) 830-8100

CERTIFIED SURVEY MAP NUMBER

BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



NATURAL RESOURCE FEATURE AREAS		
RESOURCE TYPE	LOT 1	LOT 2
STEEP SLOPES (10%-20%)	0.11 AC (4,748 SF)	1.48 AC (64,629 SF)
DELINEATED WETLAND*	1.62 AC (70,687 SF)	0 AC (0 SF)
DELINEATED WETLAND BUFFER (30' OFFSET)	2.29 AC (99,539 SF)	0 AC (0 SF)
DELINEATED WETLAND SETBACK (50' OFFSET)	3.99 AC (174,009 SF)	0 AC (0 SF)
NWI WETLAND**	0 AC (0 SF)	5.46 AC (237,966 SF)
NWI WETLAND BUFFER (30' OFFSET)	0 AC (0 SF)	1.43 AC (62,387 SF)
NWI WETLAND SETBACK (50' OFFSET)	0 AC (0 SF)	2.34 AC (102,019 SF)
MATURE WOODLAND***	0 AC (0 SF)	5.93 AC (258,211 SF)

*BASED ON FIELD DELINEATION COMPLETED BY HEARTLAND ECOLOGICAL GROUP, INC. ON 11/8/18 & 11/9/18. SEE "ASSURED WETLAND DELINEATION REPORT" DATED 4/24/19.
 **BASED ON NATIONAL WETLAND INVENTORY DATABASE ACCESSED ON 7/1/19.
 ***BASED ON AERIAL PHOTOGRAPHY AND TO BE VERIFIED WITH FUTURE DEVELOPMENT PROPOSAL.

NOTES:
 TREE LINE PER FIELD LOCATION BY OMNI ASSOCIATES
 CONTOURS PER TOPOGRAPHIC SURVEY OMNI ASSOCIATES
 WETLANDS LINE PER HEARTLAND ECOLOGICAL GROUP, INC. FIELD WORK

DATE 10-8-19	DIRECTORY NO. *****
PROJECT NO. S3399A19	DRAFTED BY JBM
SHEET 3 OF 7	DRAWING NAME CSM

SURVEY FOR: CITY OF FRANKLIN CSM
SECTION 30, T5N, R21E
CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

OMNI ASSOCIATES
 ONE SYSTEMS DRIVE
 APPLETON, WI 54914
 PHONE (920) 735-6900
 FAX (920) 830-6100

CERTIFIED SURVEY MAP NUMBER

BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I DAVID YURK, STATE OF WISCONSIN PROFESSIONAL LAND SURVEYOR S-2648, DO HEREBY CERTIFY THAT BY ORDERS OF THE OWNER, THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND LOCATED IN THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30 TOWNSHIP 5 NORTH, RANGE 21 EAST CITY OF FRANKLIN MILWAUKEE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 30,
THENCE S89°39'32"E COINCIDENT WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30, A DISTANCE OF 2008.73 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30,
THENCE S00°34'08"E COINCIDENT WITH THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1337.95 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF,
THENCE N89°55'10"W COINCIDENT WITH THE SOUTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1951.91 FEET TO THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF S 124TH STREET (U.S.H. 45),
THENCE N00°25'41"W COINCIDENT WITH SAID EXISTING EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 98.27 FEET,
THENCE N05°19'24"W COINCIDENT WITH SAID EXISTING EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 316.37 FEET,
THENCE N31°14'00"W COINCIDENT WITH SAID EXISTING EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 64.44 FEET TO A POINT ON WEST LINE OF THE FRACTIONAL NORTHWEST OF THE SOUTHWEST QUARTER OF SECTION 30
THENCE N00°25'41"W COINCIDENT WITH SAID WEST LINE A DISTANCE OF 878.74 FEET TO THE POINT OF BEGINNING

SAID PARCEL OF LAND CONTAINS 61.460 ACRES (2,677,184 SQUARE FEET) MORE OR LESS

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES AND THE UNIFIED DEVELOPMENT ORDINANCE DIVISION 15 OF THE CITY OF FRANKLIN IN SURVEYING DIVIDING AND MAPPING THE SAME

DAVID A. YURK PLS, S-2648

DATED

DATE 10-8-19	DIRECTORY NO.
PROJECT NO. S3399A19	DRAFTED BY JBM
SHEET 4 OF 7	DRAWING NAME CSM

SURVEY FOR: CITY OF FRANKLIN CSM

SECTION 30, T5N, R21E
CITY OF FRANKLIN
MILWAUKEE COUNTY WISCONSIN



CERTIFIED SURVEY MAP NUMBER

BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

NOTES:

- 1 HORIZONTAL DATUM IS BASE ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM GRID SOUTH ZONE (NAD-27) BEARINGS AND DISTANCES ARE GROUND VALUES
- 2 A LAND DIVISION VARIANCE HAS BEEN GRANTED BY THE CITY OF FRANKLIN PERTAINING TO THE LACK OF ACCESS TO A PUBLIC STREET, SUBJECT TO THE ALLOWED ACCESS VIA EASEMENT THROUGH OUTLOT 1 OF CSM NO 11704, THAT SUCH ACCESS SHALL BE GRANTED IN PERPETUITY, AND IF AT ANY TIME SHOULD SUCH ACCESS BE REMOVED, THAT THE SUBJECT LOT SHALL BECOME NON-CONFORMING IN REGARD TO SUCH ACCESS
- 3 UPON FURTHER LAND DIVISION OR DEVELOPMENT OF LOT 2 A COMPLETE NATURAL RESOURCE PROTECTION PLAN IN COMPLIANCE WITH DIVISION 15 7 0200 OF THE UNIFIED DEVELOPMENT ORDINANCE SHALL BE SUBMITTED TO THE DEPARTMENT OF CITY DEVELOPMENT FOR REVIEW AND APPROVAL ANY CONSERVATION EASEMENTS SHALL BE DETERMINED THEREAFTER
- 4 C 1 ZONING OCCURRING ON LOT 1 AND LOT 2 SHALL BE REZONED WITH ALL PROTECTED NATURAL RESOURCES BEING PROTECTED BY A CONSERVATION EASEMENT UPON FUTURE DEVELOPMENT OF FURTHER LAND DIVISION
- 5 UPON FURTHER LAND DIVISION OR DEVELOPMENT OF LOT 2, THE PROPERTY SHALL BE REZONED TO A SINGLE ZONING DISTRICT
- 6 SECTION 15 5 0108 BUILDING SETBACK LINES NOTES BELOW
 - A. PLAN COMMISSION MAY INCREASE MINIMUM REQUIRED SETBACK LINES BUILDING SETBACK LINES APPROPRIATE TO THE LOCATION AND TYPE OF DEVELOPMENT CONTEMPLATED, WHICH ARE MORE RESTRICTIVE THAN THE REGULATION OF THE ZONING DISTRICT IN WHICH THE SUBDIVISION, CERTIFIED SURVEY MAP, OR CONDOMINIUM IS LOCATED, MAY BE REQUIRED BY THE PLAN COMMISSION
 - B. MINIMUM REQUIRED BUILDING SETBACKS FROM ARTERIAL STREETS AND HIGHWAYS UNLESS A GREATER SETBACK DISTANCE IS SPECIFIED IN DIVISIONS 15 3 0300, DIVISION 15 3 0400, OR ELSEWHERE IN THIS ORDINANCE, THE MINIMUM REQUIRED SETBACK FROM THE ULTIMATE RIGHT-OF WAY LINE OF ALL ARTERIAL STREETS AND HIGHWAYS (AS SPECIFIED BY THE CITY OF FRANKLIN COMPREHENSIVE MASTER PLAN, OR COMPONENTS AND/OR AMENDMENTS THERETO) SHALL BE FORTY (40) FEET AN EXCEPTION TO THIS REQUIREMENT, HOWEVER, SHALL BE THAT SEGMENT OF W ST MARTINS ROAD (CTH MM) WITHIN THAT AREA DEFINED AS THE VILLAGE OF ST MARTINS" IN THE CITY OF FRANKLIN COMPREHENSIVE MASTER PLAN
- 7 MUNICIPAL ZONING REQUIREMENTS BELOW
 - SITE IS ZONED C 1 CONSERVANCY DISTRICT
 - SITE IS ZONED R 2 ESTATE SINGLE FAMILY RESIDENCE DISTRICT
MUNICIPAL CODE SEC 15-3 0202
SPECIAL USE PERMITTED USE "CONVENTIONAL SUBDIVISION"
MINIMUM FRONT YARD 60 FEET
MINIMUM SIDE YARD 20 FEET (c)
MINIMUM REAR YARD 30 FEET (c)
 - SITE IS ZONED R-8 MULTIPLE FAMILY RESIDENCE DISTRICT
MUNICIPAL CODE SEC 15 3 0209
SPECIAL USE SINGLE-FAMILY DETACHED D U s AND
MAXIMUM TWO ATTACHED D U s (TWO FAMILY STRUCTURES)
FRONT SETBACK 25 FEET (e)
SIDE SETBACK 5 FEET (e)
REAR SETBACK 25 FEET D U & 10 GARAGE (e)
 - SITE IS ZONED R-8 MULTIPLE FAMILY RESIDENCE DISTRICT
MUNICIPAL CODE SEC 15 3 0209
SPECIAL USE MULTIPLE FAMILY ATTACHED DWELLING UNITS
WITH MORE THAN TWO D U s PER STRUCTURE
FRONT SETBACK 30 FEET (c)(e)
SIDE SETBACK 20 FEET (d)(e)
REAR SETBACK 30 FEET (e)
 - (c) PLUS ONE (1) ADDITIONAL FOOT FOR EACH TWO (2) FEET
OVER THIRTY FIVE (35) FEET OF BUILDING HEIGHT
(d) PLUS FIVE (5) ADDITIONAL FEET FOR EACH ADDITIONAL
STORY ABOVE TWO (2) STORIES OF BUILDING HEIGHT
(e) SEE SECTION 15 5 0108 FOR INCREASED SETBACK
REQUIREMENTS ALONG ARTERIAL STREETS AND HIGHWAYS

DATE XX-XX XX	DIRECTORY NO. -- --
PROJECT NO. S3399A19	DRAFTED BY JBM
SHEET 5 OF 7	DRAWING NAME CSM

SURVEY FOR: CITY OF FRANKLIN CSM
SECTION 30, T5N R21E
CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN



CERTIFIED SURVEY MAP NUMBER

BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

AS OWNERS, DANIEL L. MATHSON AND VIRGINIA K. MATHSON, AS LIFE TENANT AND ROBERT MATHSON, LESLIE MATHSON AND THOMAS P. POBEREZNY AND SHARON M. POBEREZNY, AS CO-TRUSTEE'S OF THE POBEREZNY REVOCABLE TRUST WE DO HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED TO BE SURVEYED, DIVIDED, AND MAPPED ALL AS SHOWN AND REPRESENTED ON THIS MAP. I ALSO CERTIFY THAT THIS CSM IS REQUIRED BY S. 236.10 OR 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF FRANKLIN

DANIEL L. MATHSON DATE

LESLIE MATHSON DATE

VIRGINIA K. MATHSON DATE

THOMAS P. POBEREZNY DATE

ROBERT MATHSON DATE

SHARON M. POBEREZNY DATE

STATE OF WISCONSIN:

SS

COUNTY OF _____:

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2019
THE ABOVE NAMED TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING
INSTRUMENT AND ACKNOWLEDGED THE SAME

NOTARY PUBLIC COUNTY, WISCONSIN

MY COMMISSION EXPIRES _____

CITY OF FRANKLIN COMMON COUNCIL APPROVAL:

APPROVED/ACCEPTED BY THE COMMON COUNCIL OF THE CITY OF FRANKLIN BY RESOLUTION NO. _____,

SIGNED THIS _____ DAY OF _____, 2019

STEPHEN OLSON, MAYOR DATE

SANDRA L. WESOLOWSKI, CITY CLERK DATE

DATE 10-8-19	DIRECTORY NO. --
PROJECT NO. S3399A19	DRAFTED BY JBM
SHEET 6 OF 7	DRAWING NAME CSM

SURVEY FOR: CITY OF FRANKLIN CSM
SECTION 30, T5N R21E
CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

OMNI ASSOCIATES	OMNI ASSOCIATES ONE SYSTEMS DRIVE APPLETON, WI 54914 PHONE (920) 735-6900 FAX (920) 830-6100
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CERTIFIED SURVEY MAP NUMBER

BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

AS OWNER, FRANKLIN MILLS, LLC, DOES HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED TO BE SURVEYED, DIVIDED, AND MAPPED ALL AS SHOWN AND REPRESENTED ON THIS MAP. I ALSO CERTIFY THAT THIS CSM IS REQUIRED BY S. 236.10 OR 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF FRANKLIN

MEMBER _____

DATE _____

STATE OF WISCONSIN:

SS

COUNTY OF _____:

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2019,
THE ABOVE NAMED TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING
INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC _____

COUNTY, WISCONSIN

MY COMMISSION EXPIRES _____

DATE 10-8-19	DIRECTORY NO. -----
PROJECT NO. S3399A19	DRAFTED BY JBM
SHEET 7 OF 7	DRAWING NAME CSM

SURVEY FOR: CITY OF FRANKLIN CSM
SECTION 30, T5N, R21E
CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN



APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 17, 2019
Reports & Recommendations	SUBMITTAL OF THE FRANKLIN 2020-2021 MULTIMODAL LOCAL SUPPLEMENT (MLS) GRANT APPLICATIONS FOR THE MARQUETTE AVENUE EXTENSION AND THE 116 TH STREET TRAIL	ITEM NO. <i>G. 3.</i>

BACKGROUND

The Wisconsin 2019-21 biennial budget provides \$75 million to local and tribal governments in one-time general-purpose revenue funding (GPR). The funds are available through the Multimodal Local Supplement (MLS) program and may be used for multimodal transportation projects on the local system. The program pays up to 90% of total eligible costs with local governments providing a minimum of 10% cost share.

MLS funding is available for new projects statewide related to: Roads; Bridges; Transit capital and facility projects; Bicycle and pedestrian accommodations; Railroads; and Harbors.

Staff submitted two grants for Franklin projects.

ANALYSIS

The deadline for the grant applications was December 6, 2019. Working with the aldermen of the districts, Staff submitted grant applications for the Extension of Marquette Avenue and the 116th Street Trail.

Attached are the grant applications. Notice of award is expected in January or February 2020.

FISCAL NOTE

Any matching funds for the extension of Marquette Avenue would be provided by the adjacent developers and matching funds for the 116th Street Trail would be eligible for park impact fee funding.

OPTIONS

- A. Place on file and wait for the project scoring and rankings. Or
- B. Direct Staff to rescind one or both applications. Or
- C. Refer back to Staff with further direction.

COUNCIL ACTION REQUESTED

(Option A) No action needed.

Engineering: GEM



2020-2021 MULTIMODAL LOCAL SUPPLEMENT (MLS) APPLICATION

Wisconsin Department of Transportation
9/2019

PROJECT AND SPONSOR: GENERAL INFORMATION

Improvement Type: <input checked="" type="checkbox"/> Road <input type="checkbox"/> Bridge <input type="checkbox"/> Transit <input type="checkbox"/> Railroad <input checked="" type="checkbox"/> Bicycle/Pedestrian <input type="checkbox"/> Harbor <input type="checkbox"/> Multiple		
Primary Project Sponsor City of Franklin	<input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County <input type="checkbox"/> Tribal Govt	County Milwaukee
Secondary Project Sponsor (If Applicable)	<input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County <input type="checkbox"/> Tribal Govt <input type="checkbox"/> Other	County
Anticipated Project Construction Schedule Date 2020 (Calendar Year)	Funding Request Design/Construction <input type="checkbox"/> Construction <input checked="" type="checkbox"/>	Is Project Shovel Ready? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

PROJECT IMPROVEMENT DESCRIPTION

ONLY FILL OUT THE SECTIONS BELOW THAT CORRESPOND TO THE IMPROVEMENT TYPE(S) ALL APPLICANTS MUST FILL OUT SECTIONS F-H

SECTION A: ROAD OR BRIDGE IMPROVEMENTS (NOTE: Connecting highways are not eligible for MLS funding)

1. LOCATION & GENERAL INFORMATION: Complete for each Road or Bridge Improvement Application

On Route W. Marquette Avenue	At Route – Start (include offset if applicable) S. 51 st Street Start	Toward Route – End S 49 th Street
Surface Type 70=Hot Mix Asphalt Pavement	Surface Thickness 6 (Inches)	Travel Width (Per Lane) 14 (feet) 0 (inches)
Left Shoulder 0 (feet) 0 (inches)	Right Shoulder 0 (feet) 0 (inches)	<input checked="" type="checkbox"/> Curb and Gutter?
REQUIRED: Attach an 8½ x 11 map showing project location.		
Length of Project (rounded to nearest tenth of a mile) 0.2	Average Daily Traffic (ADT) N/A	ADT % Truck N/A
Pavement Condition Rating 0.00		
Improvement Type. <input type="checkbox"/> Replacement <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Pavement Replacement <input checked="" type="checkbox"/> Reconstruction		

2. BRIDGE INFORMATION: Complete for Bridge Improvement Applications ONLY

Bridge Type (if Other, specify in narrative) SELECT	Feature the Structure Passes Over.	Number of Spans	Detour Length
Clear Roadway Width of Bridge (feet):	Bridge Length (feet):	Approach Pavement Width (feet)	Total Approach Length (feet)
Structure ID (If Applicable)	Bridge Build Year:	Bridge Rehabilitation Year:	Posted or Statutory Speed Limit(s) (mph)
Deck Rating	Substructure Rating	Superstructure Rating	Current Load Posting (if none, enter N/A)

SECTION B: TRANSIT IMPROVEMENTS

Transit Improvement Type <input type="checkbox"/> Vehicle Purchase <input type="checkbox"/> Facility Construction <input type="checkbox"/> Equipment Purchase <input type="checkbox"/> Other (describe)			
Number of Vehicles for Purchase	Vehicle Purchase Type	Facility Type	Facility Improvement Description
Equipment Purchase Description		Other Improvement Description	

SECTION C: RAILROAD IMPROVEMENTS

Type of Railroad Improvement SELECT	Total Annual Rail Carloads	New Rail Facility? Yes <input type="checkbox"/> No <input type="checkbox"/>	Rail Operator
Total Annual Eliminated Truck Traffic (Estimated in Tons)	Preserve Existing Rail Line? Yes <input type="checkbox"/> No <input type="checkbox"/>	Restore Inactive Rail Line? Yes <input type="checkbox"/> No <input type="checkbox"/>	
REQUIRED: Attach an 8½ x 11 map showing project location.			

SECTION D: BICYCLE/PEDESTRIAN IMPROVEMENT

Bicycle/Pedestrian Improvement Type <input type="checkbox"/> Facilities <input type="checkbox"/> Railroad Corridor Conversion <input type="checkbox"/> Historic Preservation <input checked="" type="checkbox"/> Other (describe) Pedestrian route to school	
Improvement Location	Known Safety Issues? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes, specify Nartve
Will the proposed improvement utilize local forces to complete the construction activities? Yes <input type="checkbox"/> No <input type="checkbox"/>	
REQUIRED: Attach an 8½ x 11 map showing project location	

2020-2021 MULTIMODAL LOCAL SUPPLEMENT APPLICATION (continued)

Wisconsin Department of Transportation

SECTION E: HARBOR IMPROVEMENTS

Harbor Improvement Type:			
Dredging <input type="checkbox"/>	Port Infrastructure Expansion <input type="checkbox"/>	Dock Walls (Rehabilitation/Construction) <input type="checkbox"/>	Other <input type="checkbox"/>
Total Annual Transportation Economic Impact (Estimated)		Total Annual Benefit to Local Economy (Estimated)	
REQUIRED: Attach an 8½ x 11 map showing project location.			

SECTION F: PROPOSED IMPROVEMENT NARRATIVE (REQUIRED FOR ALL APPLICATIONS)

This is a field to provide a detailed description of the project beyond what has already been provided in previous sections. Prepare the project narrative in a Word document, complete a spell check, and cut and paste the summary into the application form. Provide supporting project documentation such as any permits/licenses (including issuing agency & start/end dates) and any relevant transportation/bike-pedestrian/comprehensive planning documents. Describe potential project impact on regional economic activity, including freight movement (e.g., specific shipping/receiving facilities), worker access to employment opportunities and overall economic connectivity enhancements. Describe potential project impacts on safety and regional quality of life. Describe any relevant environmental/cultural issues, including any Section 4(f) and Section 6(f) concerns.

Include any information that demonstrates the viability of the proposed project by showing its value based on service life, economic benefits or in comparison to other alternatives. This may include benefit-cost analysis or other calculations.

A separate attached document not exceeding 1 page (double spaced, 10 pt font) may be substituted for this section.

Franklin Marquette Avenue Road Project Scope: This project is a new road segment from S. 51st to S. 49th that will improve multi-mode access to Pleasant View Elementary School. It represents a natural continuum of a decade of accessibility planning and implementation with the goal of increased business park and retail connectivity, better emergency access, as well as safe pedestrian and bicycle routes for all ages.

The surrounding subdivisions were built pre-sidewalk. Heavy interior neighborhood car and bus traffic creates unsafe pedestrian situations that prevent residents from walking or biking to school, employment, and business retail. This new road segment solves problems that have long faced the school and neighborhood, including long-awaited and highly needed direct school emergency access. The new road and sidewalk will also ensure pedestrian and bike access to a city retail segment (grocery and drug store at present) north of emergent point of the new road and sidewalk on 51st street. The project does not have any previously-dedicated state, federal or local funding assigned to it. Currently, busses and several dozen parents in autos access the grade school by traveling through single-family residential subdivisions. There are no sidewalks, walking paths, or bike lanes of any sort. The volume and speed of the traffic's current path through the residential areas create a clearly unsafe condition and represent a constant concern for the residents. The City is forced to discourage non-vehicular travel to and from Pleasant View Elementary. (In fact, a national publication published a photo of a group of children walking to the school on the road shoulder while a bus brushed by mere feet away on the road.) This means that even children living within mere blocks of the school are discouraged from walking or biking to school. The City has long needed a road connection from the arterial road for emergency access, connectivity, and improved pedestrian safety. Connectivity allows neighboring residents walkable access to schools, jobs and business retail. Efficient emergency school access is a growing regional issue.

Existing plans and projects: This new road is consistent with the City's SAFE ROUTES TO SCHOOL grant, which resulted in planning initiatives incorporated into the City's Comprehensive Master Plan. It will link the existing State parkland acquisition (1989) and trail project, as well as the Community Development Block Grant-funded 51st Street sidewalk serving a senior complex. This new project builds upon accessibility gains created by the previous work increasing value and utility of those projects even more.

Economic benefits: This road contributes to a more desirable neighborhood grid and better overall air quality that has been proven to attract residents. Property values will improve while at the same time allowing more efficient use of land for residential lots. Local businesses, becoming accessible on foot, will enjoy greater patronage. Transportation efficiency is a benefit to employees.

Ease of implementation: Historically, right-of-way (ROW) access, once tied up by a family probate matter, is now available via donation. However, funding is needed to offset road construction. This new shovel-ready road segment has been designed and pre-engineered by Lynch Engineering. Adjacent property owners have agreed to donate the required right-of-way if this grant is received. In addition to the City's contribution commitment, the donated ROW avoids land appraisal and purchase delays while the land value stretches WisDot funding and adds cost efficiency to the project.

2020-2021 MULTIMODAL LOCAL SUPPLEMENT APPLICATION (continued)

Wisconsin Department of Transportation

SECTION G: COST ESTIMATE/FUNDING (REQUIRED FOR ALL APPLICATIONS)

☐ Yes ☒ No Has the county/municipality/town/tribal government requested or been approved for other federal or state funding from the Wisconsin Department of Transportation (WisDOT) for the improvement?

If Yes, please specify the Local Program:

WisDOT Project I.D.:

☒ Yes ☐ No The Multimodal Local Supplement provides up to 90% state funding with a minimum 10% Local match. We anticipate the award process to be very competitive. Would the project sponsor accept a lower cost share to obtain funding?

Estimated Improvement Cost (NOTE: Attach separate spreadsheet showing detailed cost breakdown):

Design Costs

\$ 65,000.00

State Review for Design Cost Estimate (Provided by WisDOT, if applicable)

\$

Construction Costs

\$ 583,450.00

State Review for Construction Cost Estimate (Provided by WisDOT, if applicable)

\$

Total Improvement Costs (without State Review).

\$ 648,450.00

Total Improvement Costs (with State Review, if applicable)

\$

NOTE: For WisDOT use only.

NOTE: WisDOT state oversight estimates are based on the complexity of the project. Not all projects will require state oversight.

Additional Funding Comments:

This is an optional field to enter funding-related comments and estimated cost calculations

Match Funding (33.4%)

\$151,650 Donated Property Value estimated (3.37 acres @ \$45,000/acre)

\$ 65,000 Engineering completed plus estimated construction administration

\$216,650 Matching Funds

Grant Funding (66.6%)

\$431,800 Engineer's Opinion of Probable Cost for Grading, Stone, Asphalt, Curb & Gutter, Sidewalk, and related Storm

SECTION H: SIGNATURE (REQUIRED FOR ALL APPLICATIONS)

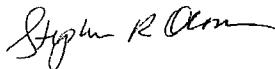
This request is made by the undersigned under proper legal authority to make such request for the designated County/Municipality/Town/Tribal Government

☒ City ☐ Village ☐ Town ☐ County ☐ Tribal Government

Franklin

County

Milwaukee

X

(Head of Government/Designee – Signature)

12/6/2019

(Date – mm/dd/yyyy)

Stephen R. Olson

Mayor

(Print Name)

(Title)

X

(Secondary Project Sponsor – Signature, if applicable)

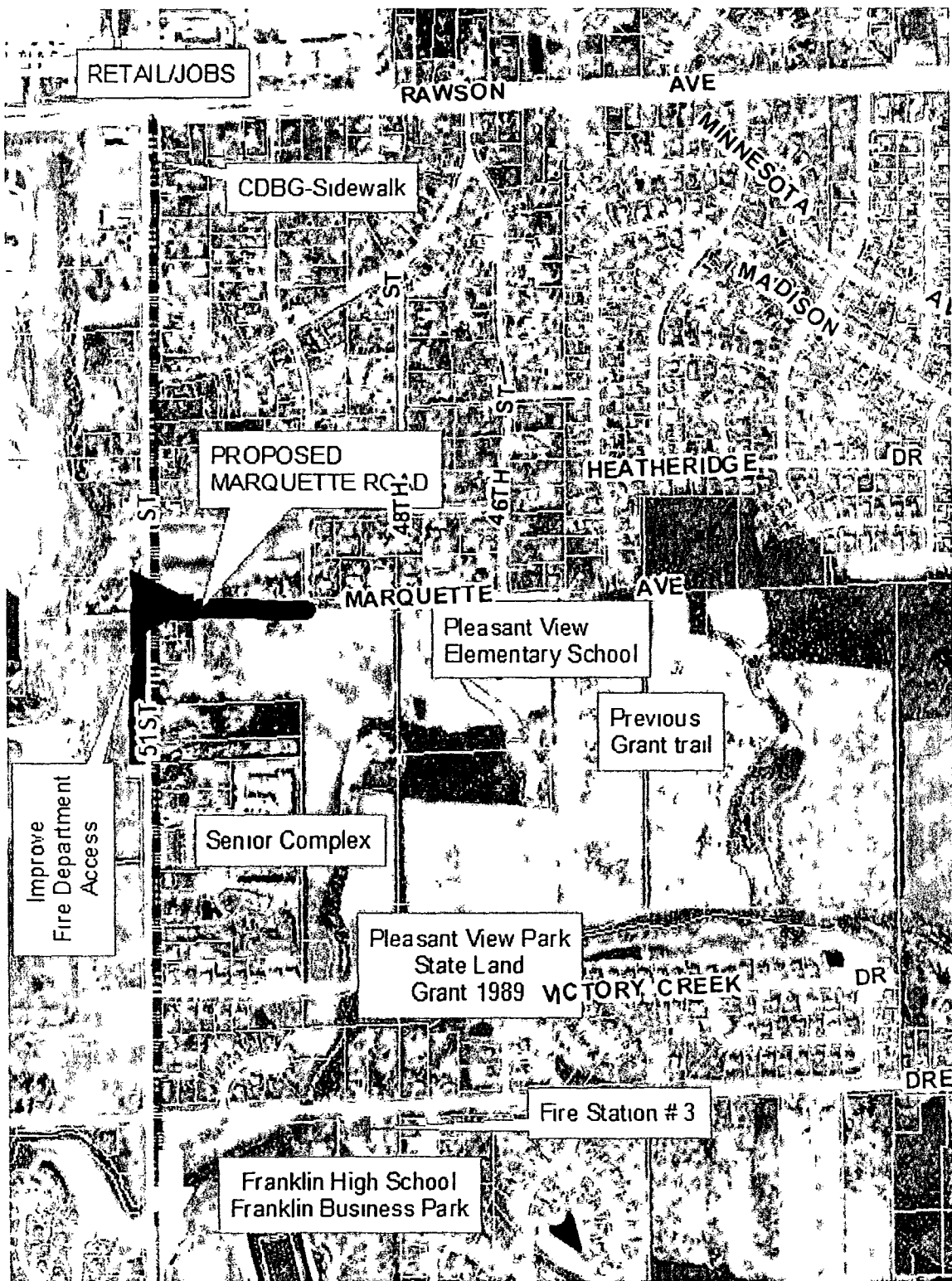
(Date – mm/dd/yyyy)

(Print Name)

(Title)

WisDOT will contact the primary project sponsor upon review of the application if any questions or a need for additional project documentation

Submit completed application(s) to the following WisDOT email address: DOTLocalPrograms@dot.wi.gov



Franklin, Wisconsin Marquette Avenue Extension



- Neighborhood Children walking to Pleasant View Elementary School
- No existing sidewalks in residential neighborhood
- Heavily congested vehicular traffic mixed with Bus traffic



2020-2021 MULTIMODAL LOCAL SUPPLEMENT (MLS) APPLICATION

Wisconsin Department of Transportation
9/2019

PROJECT AND SPONSOR: GENERAL INFORMATION

Improvement Type: <input type="checkbox"/> Road <input type="checkbox"/> Bridge <input type="checkbox"/> Transit <input type="checkbox"/> Railroad <input checked="" type="checkbox"/> Bicycle/Pedestrian <input type="checkbox"/> Harbor <input type="checkbox"/> Multiple		
Primary Project Sponsor City of Franklin	<input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County <input type="checkbox"/> Tribal Govt	County Milwaukee
Secondary Project Sponsor (If Applicable)	<input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County <input type="checkbox"/> Tribal Govt <input type="checkbox"/> Other	County
Anticipated Project Construction Schedule Date 2021 (Calendar Year)	Funding Request Design/Construction <input checked="" type="checkbox"/> Construction <input type="checkbox"/>	Is Project Shovel Ready? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

PROJECT IMPROVEMENT DESCRIPTION

ONLY FILL OUT THE SECTIONS BELOW THAT CORRESPOND TO THE IMPROVEMENT TYPE(S). ALL APPLICANTS MUST FILL OUT SECTIONS F-H

SECTION A: ROAD OR BRIDGE IMPROVEMENTS (NOTE: Connecting highways are not eligible for MLS funding)

1. LOCATION & GENERAL INFORMATION. Complete for each Road or Bridge Improvement Application

On Route	At Route – Start (include offset if applicable) Start	Toward Route – End Offset
Surface Type SELECT	Surface Thickness (inches)	Travel Width (Per Lane) (feet) (inches)
Left Shoulder (feet) (inches)	Right Shoulder (feet) (inches)	<input type="checkbox"/> Curb and Gutter?
REQUIRED. Attach an 8½ x 11 map showing project location		
Length of Project (rounded to nearest tenth of a mile).	Average Daily Traffic (ADT)	ADT % Truck
		Pavement Condition Rating
Improvement Type. <input type="checkbox"/> Replacement <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Pavement Replacement <input type="checkbox"/> Reconstruction		

2. BRIDGE INFORMATION: Complete for Bridge Improvement Applications **ONLY**

Bridge Type (if Other, specify in narrative) SELECT	Feature the Structure Passes Over:	Number of Spans:	Detour Length
Clear Roadway Width of Bridge (feet)	Bridge Length (feet)	Approach Pavement Width (feet)	Total Approach Length (feet)
Structure ID (If Applicable)	Bridge Build Year	Bridge Rehabilitation Year	Posted or Statutory Speed Limit(s) (mph)
Deck Rating	Substructure Rating	Superstructure Rating	Current Load Posting (if none, enter N/A)

SECTION B: TRANSIT IMPROVEMENTS

Transit Improvement Type <input type="checkbox"/> Vehicle Purchase <input type="checkbox"/> Facility Construction <input type="checkbox"/> Equipment Purchase <input type="checkbox"/> Other (describe)			
Number of Vehicles for Purchase	Vehicle Purchase Type	Facility Type	Facility Improvement Description
Equipment Purchase Description		Other Improvement Description	

SECTION C: RAILROAD IMPROVEMENTS

Type of Railroad Improvement SELECT	Total Annual Rail Carloads	New Rail Facility? Yes <input type="checkbox"/> No <input type="checkbox"/>	Rail Operator.
Total Annual Eliminated Truck Traffic (Estimated in Tons).	Preserve Existing Rail Line? Yes <input type="checkbox"/> No <input type="checkbox"/>	Restore Inactive Rail Line? Yes <input type="checkbox"/> No <input type="checkbox"/>	
REQUIRED: Attach an 8½ x 11 map showing project location.			

SECTION D: BICYCLE/PEDESTRIAN IMPROVEMENT

Bicycle/Pedestrian Improvement Type <input checked="" type="checkbox"/> Facilities <input checked="" type="checkbox"/> Railroad Corridor Conversion <input type="checkbox"/> Historic Preservation <input checked="" type="checkbox"/> Other (describe) current WE Energies corridor	
Improvement Location 116 th Street	Known Safety Issues? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, specify
Will the proposed improvement utilize local forces to complete the construction activities? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
REQUIRED: Attach an 8½ x 11 map showing project location	

2020-2021 MULTIMODAL LOCAL SUPPLEMENT APPLICATION (continued)

Wisconsin Department of Transportation

SECTION E: HARBOR IMPROVEMENTS

Harbor Improvement Type	
Dredging <input type="checkbox"/>	Port Infrastructure Expansion <input type="checkbox"/> Dock Walls (Rehabilitation/Construction) <input type="checkbox"/> Other <input type="checkbox"/>
Total Annual Transportation Economic Impact (Estimated)	Total Annual Benefit to Local Economy (Estimated)
REQUIRED: Attach an 8½ x 11 map showing project location	

SECTION F: PROPOSED IMPROVEMENT NARRATIVE (REQUIRED FOR ALL APPLICATIONS)

This is a field to provide a detailed description of the project beyond what has already been provided in previous sections. Prepare the project narrative in a Word document, complete a spell check, and cut and paste the summary into the application form. Provide supporting project documentation such as any permits/licenses (including issuing agency & start/end dates) and any relevant transportation/bike-pedestrian/comprehensive planning documents. Describe potential project impact on regional economic activity, including freight movement (e.g., specific shipping/receiving facilities), worker access to employment opportunities and overall economic connectivity enhancements. Describe potential project impacts on safety and regional quality of life. Describe any relevant environmental/cultural issues, including any Section 4(f) and Section 6(f) concerns.

Include any information that demonstrates the viability of the proposed project by showing its value based on service life, economic benefits or in comparison to other alternatives. This may include benefit-cost analysis or other calculations.

A separate attached document not exceeding 1 page (double spaced, 10 pt. font) may be substituted for this section.

This bicycle trail will primarily be located on the now defunct Milwaukee Electric Railway and Light Company, also referred to as the Milwaukee Interurban Lines. There was a rail segment between Hales Corners and Waukesha that passed through St. Martins Junction. Approximately 1,000 feet of this 12,900 feet long trail will be in the S. 116th Street right-of-way and the rest will be primarily located in a rough graded, 100-ft +/- wide property that is now owned by Wisconsin Electric Power Co. (WE Energies). The City has an agreement to locate an asphalt hiking and biking trail on the WE Energies property north of St. Martins and they are agreeable to working out a similar arrangement for this proposed section along the west side of S. 116th Street.

Although the path will require minimal grading for placement of aggregate and asphalt, the current WE Energies property has multiple culverts that must be inspected and perhaps replaced. It is also unknown at this time if side slopes are fully compliant with FDM standards and may/may not require protective measures. The City intends to hire a consultant in 2020 to investigate the particular issues and prepare a design suitable for obtaining a contractor for construction in 2021.

The existing segment is heavily used by commuters from Muskego to Milwaukee. SEWRPC has count volumes as high as 1,694 for a July 2-15, 2018 time frame. It is anticipated that this trail will also be heavily used by commuters.

The Parks Commission and Common Council supports paving of the trail. This trail is identified in the City's Comprehensive Outdoor Recreation Plan as the St. Martins Trail, and is proposed to be maintained as a trail and have trail signage installed.

This project was pursued in 2006 – 2009. It is our understanding that the WDNR supported the project and awarded a grant for its construction but that City did not follow through with the project. The City will plan on public information meetings with adjacent property owners and the other affected users and residents.

Franklin's financial match may be fully or partially funded with accumulated park impact fees.

2020-2021 MULTIMODAL LOCAL SUPPLEMENT APPLICATION (continued)

Wisconsin Department of Transportation

SECTION G: COST ESTIMATE/FUNDING (REQUIRED FOR ALL APPLICATIONS)

☐ Yes ☒ No Has the county/municipality/town/tribal government requested or been approved for other federal or state funding from the Wisconsin Department of Transportation (WisDOT) for the improvement?
If Yes, please specify the Local Program: **WisDOT Project I.D..**

☒ Yes ☐ No The Multimodal Local Supplement provides up to 90% state funding with a minimum 10% Local match. We anticipate the award process to be very competitive. Would the project sponsor accept a lower cost share to obtain funding?

Estimated Improvement Cost (NOTE: Attach separate spreadsheet showing detailed cost breakdown).	
Design Costs \$ 100,000.00	
State Review for Design Cost Estimate (Provided by WisDOT, if applicable) \$	
Construction Costs \$ 1,500,000.00	
State Review for Construction Cost Estimate (Provided by WisDOT, if applicable) \$	
Total Improvement Costs (without State Review) \$ 1,600,000.00	Total Improvement Costs (with State Review, if applicable) \$ NOTE: For WisDOT use only.

NOTE: WisDOT state oversight estimates are based on the complexity of the project. Not all projects will require state oversight.

Additional Funding Comments:

This is an optional field to enter funding-related comments and estimated cost calculations

\$100/LF assumption for trail work plus additional for potential culvert repairs/replacements, FDM compliance, and markings. Selected consultant will be asked to develop a detailed project estimate during design in 2020.

SECTION H: SIGNATURE (REQUIRED FOR ALL APPLICATIONS)

This request is made by the undersigned under proper legal authority to make such request for the designated County/Municipality/Town/Tribal Government

☒ City ☐ Village ☐ Town ☐ County ☐ Tribal Government
Franklin

County
Milwaukee

X

(Head of Government/Designee – Signature)

12/6/2019

(Date – mm/dd/yyyy)

Stephen R. Olson

(Print Name)

Mayor

(Title)

X

(Secondary Project Sponsor – Signature, if applicable)

(Date – mm/dd/yyyy)

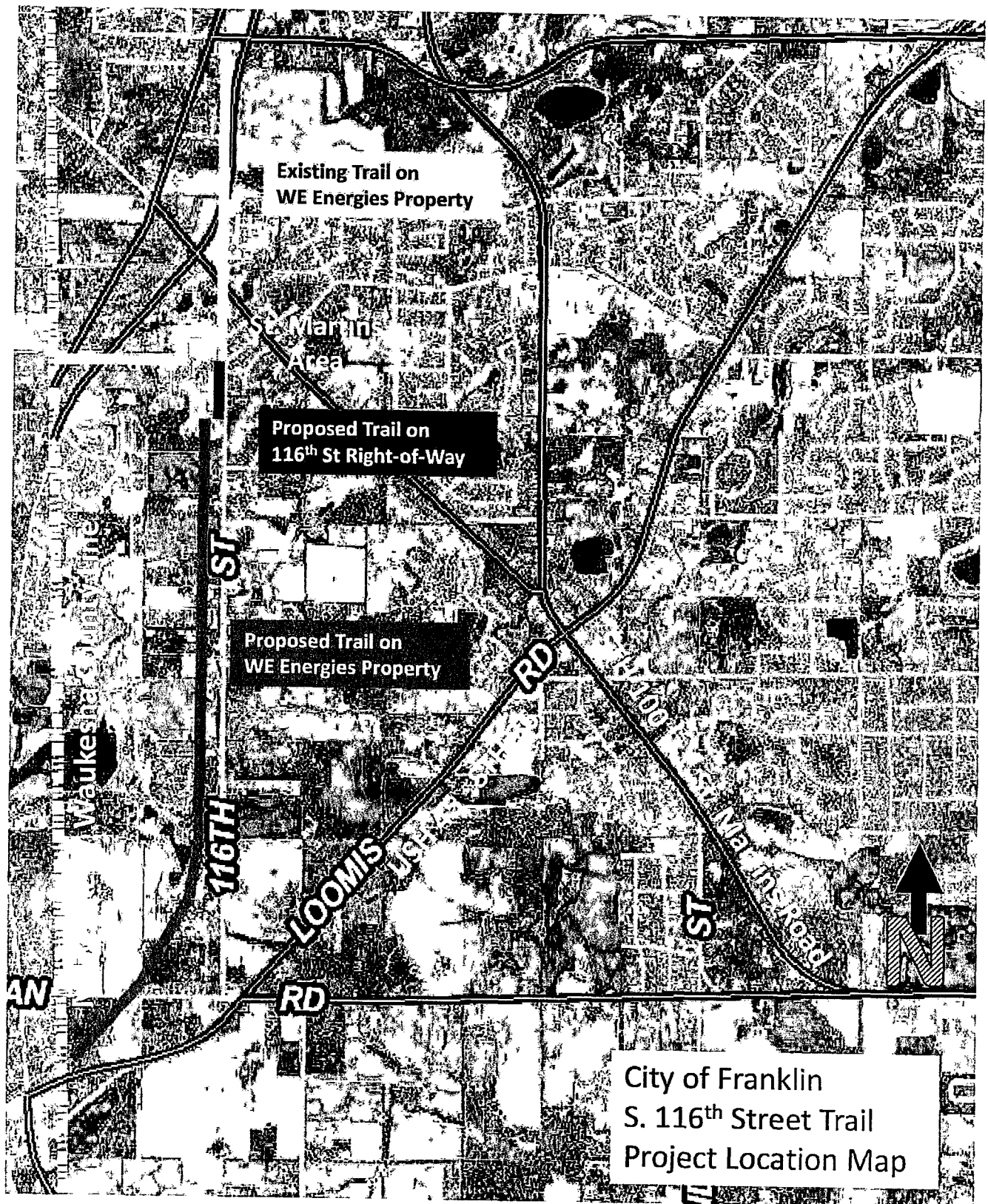
(Print Name)

(Title)

WisDOT will contact the primary project sponsor upon review of the application if any questions or a need for additional project documentation.

Submit completed application(s) to the following WisDOT email address: DOTLocalPrograms@dot.wi.gov

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City of Franklin
S. 116th Street Trail
Project Location Map

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>12/17/2019</i>
REPORTS AND RECOMMENDATIONS	Request Common Council Approval to Authorize Purchase Agreement for Lifeline/Ford E-450 Type III Ambulance in Approved 2020 Equipment Replacement Fund, and to Allow Additional Purchases Of Items Such as 800MHz Mobile Radio and Associated Mounting Brackets and Hardware, Not to Exceed the Approved Appropriation of \$241,000.	ITEM NUMBER <i>G.A.</i>

The Fire Department is seeking council approval to act on a purchase agreement for the manufacture and purchase of the Type III Ambulance that was approved by Common Council in the 2020 Equipment Replacement Fund on November 19th, 2019.

The Fire Department would like to expedite purchase of this ambulance because there are a very limited number of 2019 Ford E-450 chassis available, and no E-450 chassis will be constructed for the 2020 model year. The 2021 model year will have significant design and engine configuration changes from 2019. The 2019 chassis is the latest iteration of the last two ambulances that FFD purchased. This platform is well proven and has been extremely reliable and the Lifeline ambulance features have been extremely functional for FFD, while the 2021 platform is an unknown, with an unproven engine configuration. The 2021 chassis is also not immediately available, and is slightly more costly. Anticipated delivery and payment due date if a 2019 chassis is still available would be Q2 of 2020.

The proposed purchase agreement and original budget write-up are included for reference.

The Fire Department is also seeking Council authorization spend addition funding from the appropriation in order to purchase other necessary permanent equipment such as the mobile radio (approximately \$5,800) and assorted brackets and hardware, at a total cost not to exceed the existing appropriation of \$241,000.

COUNCIL ACTION REQUESTED

Motion to Approve Fire Department Authorization to Purchase a Ford E-450 Type III Ambulance, with Additional Expenditure for Mobile Radio, and Various Hardware and Mounting Brackets, not to Exceed \$241,000, as was Appropriated in the Approved 2020 Equipment Replacement Fund.

**CITY OF FRANKLIN
FIRE DEPARTMENT 221
2020 EQUIPMENT REVOLVING FUND BUDGET REQUEST
July 22, 2019**

46.221.0000.5811 - \$216,777.00

#R-09 Ford F450 Type-I Ambulance - \$216,777

The Department currently operates four front-line ambulances, and maintains one reserve ambulance. The backup ambulance is used frequently, when the front line units are out of service for maintenance or repair, and when emergency call volume necessitates calling off-duty personnel back to the station on “call-back”.

In order to extend the service life of all ambulances, the Department strives to replace one ambulance every-other year. This system means that an ambulance will be in front-line service for a period of eight years, followed by two years as the dedicated “back-up”. At the end of this 10-year service cycle, an ambulance typically has over 120,000 miles, and is no longer fit for routine emergent response; and due to significant increases in emergency call volume, mileage on all vehicles is accumulating at a higher rate than ever before.

The Department is seeking to replace the current back-up/reserve ambulance, which is a 2009 model year with significant mileage. The Department’s next oldest vehicle (a 2012 model year) would then be rotated to back-up status and the new ambulance would be placed into front-line service. The Department’s older ambulances have a history of breakdowns that take them out of service without warning. Problems develop with the electrical system, brakes/ABS, air conditioning, and suspension, as well as other unforeseen problems.

The total cost of this ambulance is higher than previous purchases for two main reasons. In addition to the expected annual increase by the manufacturer, there is a significant increase in the cost of the two mobile radios required for a paramedic ambulance (approximately \$11,000 total cost). The Department is also requesting that a Stryker Powerload system be included in the purchase at a cost of \$22,500. This is a hydraulic mechanism that self-loads the cot into the back of the ambulance. This system is rapidly becoming an industry standard in injury prevention, as loading of the cot into the ambulance is a common cause of back injuries and repetitive use injuries. Loading the cot (with patient) into the back of the ambulance requires lifting for and patient (commonly over 400 pounds in combined weight) to nearly shoulder level. This can be especially difficult on uneven or sloped ground, and it is not possible for more than two people to position around the cot to assist. The Powerload system would completely eliminate the injury potential at this point in the process.



LIFE LINE

EMERGENCY VEHICLES

AMBULANCE QUOTE

City Of Franklin
Kurt Stueck
9229 W Loomis RD.
Franklin, WI 53132
414-425-1420
414-425-7067
Kstueck@franklinwi.gov

Jefferson Fire & Safety Inc
Rob Little
7617 Donna Drive
Middleton, WI 53562
rob@jeffersonfire.com

Exp. Date: 12/31/2019

Quote No: 10700-0002

BODY: SUPER B

Franklin Fire Department

167" SUPERLINER TYPE III

12/03/2019

Page 1

PART NO	S	DESCRIPTION	QTY
		== 167" SUPERLINER TYPE III - 2.100 07/01/14 ==	1
		MASTER PARTS REVISION DATE (Start 10-01-19 to 01-09-2	1
00-00-0500	<	LIFE LINE WARRANTY Warranties Include: Lifetime Modular Body Warranty Lifetime Limited Cabinet Warranty 5-Year/60,000 Mile Product Conversion Warranty 10-Year/100,000 Mile Electrical Warranty Elite System 6-Year Pro-Rated DuPont Paint Warranty Which is as follows: For 3 Years 100% 4th Year 50% 5th Year 25% 6th Year 10%	1
00-00-0700	<	>>>SHOP COPY DATE - FACTORY USE ONLY<<< Date Order Placed By Dealer: Draft Work Order Process Date: 1st Dealer Draft Date:	1

PART NO	S	DESCRIPTION	QTY
		Final Dealer Draft Date:	
		Sign-Off Date:	
		Parts/Drafting/Paint:	
		Shop Release Date:	
		SFD:	
00-00-0800	<	Customer Contact Person (Required For Factory Use) Specify Name And Number: Kurt Stueck 414-425-1420	1
00-00-2100	<	Sales Rep: Rob Little 1-608-723-9126 Jefferson Fire & Safety, Inc.	1
00-00-FL00		Fill Unit With Fuel For Delivery (Charge To Dealer Account)	1
00-00-FN00	S < >	Specify FORD Fleet Number If Available (FORD Chassis Only) Specify FIN Number:T.B.A. If Available.	1
		FORD GPC DEDUCTED - DEALER ASSIGNMENT	
00-00-PU00	<	Specify Previous Unit Number: (FACTORY USE ONLY) 4159	1
		BODY STYLE	1
00-01-3000	S < >	167" x 96" SUPERLINER TYPE III BODY (WIDE AISLE) With Wide Aisle Width.	1
		CHASSIS	1
10-00-0100		Chassis VIN Number: (FACTORY USE ONLY)	1
10-00-1501	<	2019 Ford E-450 SD Cutaway Van (Gas V10 Engine) With Standard Ford O.E.M. 3-Year/36,000 Mile Warranty. Includes Rubber Floor As Standard.	1
10-01-3400	<	**FACTORY USE ONLY** Spare Chassis Keys And Owner's Manual Present.	1
10-01-5500	>	IPD/Roadmaster Rear Sway Bar	1
10-01-8000	>	Delete Standard Wheel Covers	1

PART NO	S	DESCRIPTION	QTY
10-01-9500		> Ship The Spare Tire Loose	1
10-02-1100		< > E-Series O.E.M. Door Mirrors Dual Powered Trailer Tow Mirrors.	1
10-02-3500		O.E.M. AM-FM Radio W/Cab Speakers	1
10-02-5000		Low Voltage Throttle Manager	1
10-02-5700		Hand Held Cab Spot Light	1
10-03-0000	S	< > Large Custom Floor Console Switch Panel on Left Side of slanted area. Below switch panel will be the siren and below the siren will be (2) Life Line supplied and installed radio bezels. These radios are both Motorola APX05's. MOUNT BEZELS ONLY. ONE BELOW THE OTHER. On the rear of the console shall be (2) cup holders and (2) map slots. Between the cup holders and map slots there shall be a recessed area 5.25" X 10" X 3" deep to hold a glove box. Please install a drop in divider 10" from drivers side to hold the glove boxes. (see drawing) The Top Flat area of this console will be where the air horn button will be. TO DRIVER'S SIDE	1
10-03-9000		< > Add Third Battery-Matched CCA Of The Standard Batteries Specify Mounting Location: P-2	1
10-04-3500		Owner's Manual (1 Included With Unit)	1
10-04-7500		< Cab Audible Alarm (Ea) Specify Function: Alarm To Sound When The Unit Is Placed Into A Drive Gear And ANY EXTERIOR OR ENTRY DOOR IS LEFT OPEN	1
10-DL-0100	S	< Aluminum Wheels (4) Specify Custom Option: ORDERED AND INSTALLED BY LIFE LINE. (4) Part number AFD16AL AFD16AL FORD ALCOA ALUMINUM WHEEL ***MODULAR BODY TYPE III***	1
15-01-1600		< > KKK Package Includes (2)-5# Fire Extinguishers Oxygen Wrench Lock on Cab to Module Door, lockable from cab side.	1
15-01-6500		< > Bulkhead Wall Recessed Additional 3" With A Total Of 6" Recessed Area.	1
15-01-8500	S	Cab To Module Sliding Crawl-Thru Door	1
15-02-0000		Standard Perko Body Intake And Exhaust Vents (3-STD)	1

PART NO	S	DESCRIPTION	QTY
15-02-1600	<	1 Piece Stainless Steel Wheel Well Trim Rings (Small) 18.75" radius for Ford E-Series/F-Series, Dodge, Chevy G-Series, CK and TerraStar	1
15-02-2500		Standard Cast Fuel Fill Housing	1
15-DL-0100	S <	74" Finished Headroom ILOS Specify Custom Option: 74" Finished Headroom.	1
15-DL-9901	>	E And G Series Body Lowered Front Body Skirts	1
		MODULE DOORS AND WINDOWS	1
20-00-0100	<	2 Red Reflectors On Each Module Entry Door One Mounted At The Top And One Mounted At The Bottom.	1
20-00-0500	<	Combination Extruded/Pan Formed Module Entry Doors With Clean Seal #50512 Door Gaskets. Includes Stainless Steel Sill Plates.	1
20-01-0000	<	Full Height Side Entry Door With Gas Style Hold-Open Position The Hold-Open At 90 Degrees.	1
20-01-1000		Side & Rear Entry Door Thresholds With Black/Yellow Safety Anti Slip Tape	1
20-01-3000	< >	Sliding Side Entry Door Window (Dark Tint) Sliding Window With Screen And Dark Tint.	1
20-01-3500		Rear Doors With Grabber Style Hold-Opens	1
20-01-5000	>	Fixed Rear Entry Door Windows (Standard Tint)	1
20-01-9000	<	Delete Exterior Assist Handle On Side Or Rear Entry Doors (Ea) Specify Deletion Location: Rear Doors	2
		INSTALL ONE ON THE BODY JUST AFT OF THE SIDE ENTRY DOOR. Use Part # FO5038 GRAB RAIL ALUMINUM CHROME - assist rails	
20-02-0000		Tri-Mark 030-18 Free Float Handles with Chrome Exterior And Black Pocket	1
20-02-1500		Primary & Secondary Exterior & Interior Rear Door Free Float Handles Standard	1
20-02-2500		Shielded Cable Activated Module/Compartment Door Latches	1
20-02-3500		Cage Nuts On All Door Panels	1
20-02-4100	< >	Smooth Aluminum Plate Lower Module Entry Door Trim Panels	1

PART NO	S	DESCRIPTION	QTY
		LIFE LINE APPLIED	
20-02-6020	S	Diamond Plate Side Entry Door (Dual) Stepwell W/Sealed Seam Edges	1
20-03-0505	< >	Small Window In Side Of Body (Dark Tint) 9-3/4" x 32-3/4" Fixed Window With Dark Tint Option. Specify Side:	1
		EXTERIOR COMPARTMENTS	1
25-00-0100	<	SPECIAL NOTE TO DEALER Custom Compartment Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1
25-00-0200	<	2 Red Reflectors On Each Full Height Compartment Door One Mounted At The Top And One Mounted At The Bottom. One Reflector Mounted On Each Standard Height Compartment Door.	1
25-00-0500	<	Combination Extruded/Pan Formed Compartment Doors With Clean Seal #50512 Door Gaskets And Stainless Steel Sill Plates. Includes Gas Style Hold-Opens Unless Otherwise Noted. Special Note To Production: Position All Gas Hold-Opens For Maximum Allowable Door Opening. Does Not Include Doors That May Hit Other Compartment Doors.	1
25-00-0610	< >	Smooth Aluminum Plate Exterior Compartment Door Panels LIFE LINE APPLIED	1
25-01-0000		Magnetic Compartment Door Switches	1
25-01-1000		Polyurethane Compartment Lining-Standard Gray	1
25-01-2500	< >	Standard TecNiq Model E41 LED Strip Lighting Surface Mounted Compartment Lights One Strip To Be Installed Vertically Inside Door Frame Against Wall #1 Or #3 As The Standard. The Standard Light Lengths Used Are: 18" E22140 31.5" E22141 54" E22145 72" E22149	1
25-01-3300		Stainless Steel Compartment Vents	1
25-04-3000	< >	Delete Superliner Curbside Front Backboard Compartment Specify Alternate Backboard Compartment: D-1	1
25-04-3500	<	Full Height Superliner Curbside Front IS/OS Compartment P-1	1

PART NO	S	DESCRIPTION	QTY
25-04-6000	< >	3 Adjustable IS/OS Compartment PVC Shelves NO LIP SMOOTH TO REMOVE EQUIPMENT.	1
25-04-7000		Cabinet Liner Lined Walls In The IS/OS Compartment	1
25-04-8000	<	Superliner Curbside Front Battery Compartment P-2	1
25-05-2000	S <	167" Superliner Single Door Curbside Rear Compartment P-5 THIS COMPARTMENT WILL HAVE THE "M" TANK OXYGEN BRACKET INSTALLED AGAINST WALL 2 AND CLOSEST TO WALL 1. THERE WILL BE AN ADJUSTABLE SHELF AS LOW AS POSSIBLE ABOVE THE IS/OS ACCESS TO THE O2 TANK. THERE WILL BE AN OPEN AREA AT THE LOWER RIGHT SIDE BELOW THE CLOSE OUT TO THE INTERIOR DRAWERS FOR ADDITIONAL STORAGE. THIS WILL NOT HAVE A VERTICAL DIVIDER. THIS COMPARTMENT WILL BE STANDARD DEPTH. THE CLOSED OUT AREA ON THE UPPER RIGHT SIDE WILL BE FOR 3 INTERIOR DRAWERS AND UPPER INTERIOR CABINET. Includes Small Utility Compartment Behind The Wheel Well Area. P-4	1
25-05-4000	S <	Superliner Streetside Front Backboard Compartment D-1 SINGLE DOOR THIS COMPARTMENT WILL STORE THE FERNO EZ GLIDE STAIR CHAIR ON THE LEFT SIDE WALL #1, IT WILL NEED TO BE 20 7/8" IN DEPTH IN THAT AREA FOR STAIR CHAIR. THERE WILL BE A FIXED SHELF ABOVE THE STAIR CHAIR ABOUT 45" FROM FLOOR. THERE WILL BE BACKBOARD STORAGE TO THE RIGHT OF THE DIVIDER THAT IS BETWEEN THE STAIR CHAIR AND THE BACKBOARDS. THE BACKBOARD AREA WILL NEED TO BE MINIMUM 7" WIDE. OVERALL COMPARTMENT WILL BE APPROX 19.5" INTERIOR WIDTH. PLEASE BE SURE THAT THERE IS SUFFICIENT ROOM TO GET THE STAIR CHAIR IN AND OUT WITH THE DIVIDER AND BACKBOARDS IN THESE	1

PART NO	S	DESCRIPTION	QTY
		<p>LOCATIONS.</p> <p>INCLUDES 1 FIXED VERTICAL DIVIDER. JUST FORWARD OF BACKBOARDS.</p> <p>1" STRAP LOCATIONS:</p> <p>(2) RIGHT SIDE OF DIVIDERS FOR BACKBOARDS TO RUN FROM DIVIDER TO WALL 3, SPACED EQUALLY FOR BOARDS</p> <p>(1) LEFT SIDE OF DIVIDER UPPERS SECTION FROM DIVIDER TO WALL 1</p>	
25-05-5000	< >	<p><i>Superliner Streetside Double Door Intermediate Compartment</i></p> <p>D-2</p>	1
25-06-3500	<	<p><i>3/4 Height Double Door Streetside Rear Compartment</i></p> <p>D3</p> <p>ALL OF WALL #2 BOTH LEVELS, WILL BE DOUBLE PLATED FOR SCBA BRACKETS INSTALLED AFTER DELIVERY.</p>	1
25-11-8000	< >	<p><i>Diamond Plate Adjustable Shelf W/ Ribbed Rubber Matting (Ea)</i></p> <p>Diamond Plate With Standard 2" Lips.</p> <p>Specify Compartment:</p> <p>(1) D2</p> <p>(1) D3</p> <p>(1) P5 - FULL LENGTH TRACKING ABOVE O2 TANK</p>	3
25-12-5000	<	<p><i>Fixed Diamond Plate Shelf W/Ribbed Rubber Matting (Ea)</i></p> <p>Diamond Plate With Standard 2" Lips.</p> <p>Specify Compartment:</p> <p>(1) D1 - APPROX 45" FROM FLOOR ABOVE STAIR CHAIR</p>	1
25-12-9000	<	<p><i>Black Dri-Dek On Compartment Floor (Each)</i></p> <p>Specify Compartment: D1,D2,D3,P1,P4</p>	5
25-13-6500	<	<p><i>Split Level Compartment Depth Design (Ea)</i></p> <p>Specify Compartment: D-3</p>	1

PART NO	S	DESCRIPTION	QTY
25-13-7001		<p>< > 125 volt outlet (Ea) Specify Compartment Location(s): D3 - UP HIGH ON WALL 3.</p> <p>LEAVE APPROX 10" OF SPACE ABOVE IT BETWEEN THE CEILING OF THE COMPARTMENT AND THE OUTLET EXTERIOR OUTLETS ARE LISTED IN THE EXTERIOR SECTION FOR THE METALS DEPARTMENT TO SEE IT AND CONSTRUCT THE COMPARTMENTS ACCORDINGLY. THESE OULETS ARE ALSO LISTED IN THE EXTERIOR SECTION FOR THE ELECTRICAL DEPARTMENT TO BE APPRAISED OF THE OUTLET LOCATIONS.</p>	1
25-13-7002		<p>< > 12 Volt Power Outlet (Ea) Specify Compartment Location(s): D3 UP HIGH ON WALL 1 THIS OUTLET WILL BE IN A SURFACE MOUNTED BOX. FOR FLASH LIGHTS EXTERIOR OUTLETS ARE LISTED IN THE EXTERIOR SECTION FOR THE METALS DEPARTMENT TO SEE IT AND CONSTRUCT THE COMPARTMENTS ACCORDINGLY. THESE OULETS ARE ALSO LISTED IN THE EXTERIOR SECTION FOR THE ELECTRICAL DEPARTMENT TO BE APPRAISED OF THE OUTLET LOCATIONS.</p>	1
25-DL-0200	S	<p>< Notch In Exterior Compartment NOTCH IN P5 FOR INTERIOR DESIGN</p> <p>***REAR STEP AND BUMPER ASSEMBLY***</p>	1
30-01-0000		<p>< Rear Bumper With Angled Style End Caps (LOW) Includes Standard Reinforced Corner Angle Supports.</p>	1
30-01-3500		<p>> Full Width Diamond Plate Rear Kick Plate ***IMPACT RAILS, STONE SHIELDS AND RUNNING BOARD***</p>	1 1
35-01-0000		<p>< One Piece Body Side Panels With Lower Impact Rails Includes Lower Impact Rails Only.</p>	1
35-01-3000		Diamond Plate Running Boards With Grip Strut	1
35-01-7500		> Rear Mud Flaps With Metal Stabilizers	1
35-01-9000		Stainless Steel Compartment And Entry Door Sill Plates	1
35-02-0000		<p>< > Drip Rail Over Door (Ea.) Specify Compartment: ALL DOORS</p>	9
35-02-1000		<p>< 24" High Front Stone Guards With Sealed Top Edge.</p>	1
35-02-4500		<p>< Rear Corner Stone Guards (Kick Plate Height) With Sealed Top Edge.</p>	1

PART NO	S	DESCRIPTION	QTY
35-02-5500		Polished Stainless Steel Plate Under Fuel Fill Area ***ELECTRICAL SYSTEM***	1 1
40-00-0550	< >	Elite G3 Touch Screen Electrical System Includes: (1) Front Switch Panel, (1) Rear Switch Panel. (2) Carling Switches on Curbside Wall on side of head end work station.(similar to 4159) (1) Center Strip Lights (1) Momentary Disable Switch For Curb Side Scene Lights. (1) Electric Oxygen with Regulator And Oxygen Display. Regulator Mounted On A Bracket Remote From The Oxygen Tank. Includes High Pressure Hose From The Tank To The Regulator. (3) Power Point Studs - They Will Include A Full-time Hot, Battery On (Ignition Hot), & Ground. Dealer To Specify Location: BEHIND DRIVERS SEAT RADIO AUXILIARY CABINET (1) Back-Up Camera (ASA VCCS150) The Streetside Dome Lights On Low With Entry Door. (On High Is Not An Option) NOTE TO DEALER: Only streetside dome lights are an option now, not capable of doing both at this time. Inverter Will Come On With Ignition If One Is Specified, Along With Button Provided On Switch Panel. NOTE: SET TIMER FOR RESTOCK TO 30 MINUTES	1
40-01-2000	<	Reverse Activated Alarm With Momentary Auto Reset Switch ECCO #575 Alarm.	1
40-01-5000	< >	Super Auto Eject Shoreline - 20 Amp Specify Location: ABOVE D2 ACCESS PANEL WILL BE THROUGH SHORELINE PLATE. Specify Inlet Cover Color: WHITE SPECIAL NOTE ABOUT 115 VOLT CURRENT DRAW (AMPS) This Unit Has A 20 Amp Shoreline Inlet That At A Capacity Rating Of 125% Has A Maximum Amperage Load Of 16 Amps. This Unit As Ordered Has A Total 115 Volt Amp Draw Of ** Amps. This Leaves A Reserve Of ** Amps For Interior Outlets. This DOES NOT Include Any Customer/Dealer Installed Equipment.	1
40-01-6900	<	**FACTORY USE ONLY** Shoreline Inlet Adapter Plug Present.	1
40-02-3500	< >	Vanner 20-1050 CUL 1000W Inverter With Display Includes 55 Amp Battery Charger Specify Remote Charger Display Location: Action Area	1

PART NO	S	DESCRIPTION	QTY
		Specify Remote Inverter Display Location: Action Area	
40-03-0000	<	Action Area Dual 2.1 amp USB Charger And 20 amp 12v Outlet Full Time Hot Circuit.	1
40-03-2000	<	R.F.S. Cabinet Dual 2.1 amp USB Charger And 20 amp 12v Outlet Mounted In The Lower Section On Wall #1. Full Time Hot Circuit.	1
40-03-6000		Action Area 125 Volt Outlet	1
40-03-7000	<	R.F.S. Cabinet 125 Volt Outlet Mounted In The Lower Section On Wall #1.	1
40-03-8500	<	Add 125 Volt Outlet (Ea) Specify Location: (1) ACTION AREA IATS - SPREAD APART AS MUCH AS POSSIBLE (3) R.F.S. (ALS) CABINET. ABOVE EACH SHELF IATS (1) ABOVE SQUAD BENCH ON WALL CENTERED ON BENCH (1) INSTALLED BEHIND THE PASSENGER SEAT CORNER IF POSSIBLE, DRIVERS SEAT CORNER IF PASSENGER SIDE CAN'T BE INSTALLED DUE TO DOOR.	6
40-04-4000	>	Power Door Locks For Side Entry & Rear Entry Doors	1
40-04-4500	< >	Additional Power Door Lock (Ea) Door Locks Are Wired Thru The O.E.M. Door Lock Switches. Door Locks Are Thermally Protected With Pulsed Signals. Specify Compartment Location: P1, P4, P5,D1, D2, D3	6
40-04-6000	>	Hidden Switch In Rear License Plate Housing (Unlock Only)	1
40-04-7000	<	Interior Body Switch For Power Door Locks (Ea) Specify Location: ON SIDE OF WORK STATION BY THE HAND RAIL.	1
40-05-0500	<	2 Kenwood Speakers Mounted In The Ceiling Center Strip Volume Control Mounted In The Street Side Action Area. KFC-1365S Speakers.	1
		INTERIOR LIGHTING	1
45-01-0000		Oxygen Compartment Light	1
45-01-0500	<	Side Entry Door Stepwell 3" Round LED Light Whelen 3" Round Super-LED Surface Mounted	1
45-01-1500	<	8 Ceiling Lights Tecniq 8" LED Neutral White Frosted Dome With White Trim 4-Streetside 4-Curbside TecNiQ# E08-LW00-1	1

PART NO	S	DESCRIPTION	QTY
		31LED's per light	
45-01-3000		12" Grote 60591 LED Action Area Light	1
45-01-7530	< >	4-Tecniq Rectangular Low Profile LED E30 "LED" Center Strip Lights ILOS Model # E30-LOS0-1 This Light Includes A Switch On The Light.	1
		EXTERIOR LIGHTING	1
50-01-0000	<	Whelen 600 Series "LED" Stop/Tail Lights (Pr) Use Whelen #60BTT Lights (Meets SAE Requirements). Mounted on rear of module between the turn and back up lights.	1
50-01-6000	< >	Whelen 600 Series "LED" Populated Amber Turn Lights (Pr) Mounted Above The BTT. Level With The Rear Door Handles. Wire To Flash Sequentially In The Direction Of The Arrow. #60A00TAR	1
50-02-6000	< >	Whelen 600 Series "LED" Populated Amber Turn Light IATS (Pr) Specify Location: FRONT WALL - OUTBOARD POSITION - Below 900's. Wire To Flash Sequentially In The Direction Of The Arrow. #60A00TAR	1
50-02-9000	>	C.P.I. License Plate Housing	1
50-02-9500	<	Whelen 600 Series Back-Up Lights (Pr) Mounted Above the rear kick panel. BELOW BTT WHELEN #60C00VCR	1
50-03-2000		Two Reverse Activated Whelen 900 Rear Load Lights	1
50-03-5500		Whelen 900 Side Scene Lights (Two Each Side)	1
50-03-9000		Right Side Scene Lights On With Open Side Entry Door	1
50-04-2000	S	Rear Side Scene Lights On In Reverse IATS	1
50-04-5000	<	Wire Rear Emergency Light Flashers To Brake Circuit IATS Specify Light Location: Rear Window Level Lights	1
50-04-7500		> Federal Commander COM1 "LED" ICC Marker Lights	1
50-04-7700	S		1
50-04-8000	<	Innovative Lighting Slimline Rear DOT/Brake Light Mounted Above The Rear Doors. Mounted Above The Drip Rail Unless Otherwise Specified. Mid Sections To Be Wired Thru The Brake Light Circuit.	1
50-04-8100	<	Innovative Lighting Slimline Front DOT Light Mounted Above The Drip Rail Unless Otherwise Specified.	1
	<	***RADIO PROVISIONS AND AIR HORNS*** Pricing does not include installation of customer supplied radio	1

PART NO	S	DESCRIPTION	QTY
		equipment unless otherwise stated. All customer supplied radio equipment must be received at Life Line prior to construction start date.	
55-01-1500	<	Life Line Air Horn Compressor #F15011 For (2) Air Horns Specify Compressor Location: Top Left of D2 (Include Mesh Cover Over The Pump). Specify Floor Or Button Switch Location: Button on top flat area of floor console. TO DRIVERS SIDE Includes One Standard Frame Mounted Air Tank. See Section #55-01-30 For Horn Locations.	1
55-01-3000	S	> 10"/12" Buell Horns Mounted Under The Front Bumper	1
55-01-8500	<	KE-794 Antenna Base With Coax Specify Termination Location: (1) Front Module Roof To Behind The Driver's Seat In The Auxiliary Electrical cabinet. COIL, ZIP TIE & TAG	1
55-02-1500	< >	KE-794 Module Roof Antenna Base/Coax (Ea) (1) Mid Roof To Behind The Driver's Seat In The Auxiliary Electrical cabinet behind drivers seat. (1) Rear Roof To Aux Elect cabinet behind Drivers seat COIL, ZIP TIE & TAG	2
55-02-5500	< >	Radio Pre-Wire Power And Ground 20 AMP Or Less Circuit (Ea) Full Time Power And Ground And Battery On (Ignition On) Circuits. Butt Splice Termination Points. Specify Termination Location: (1) ACTION AREA SWITCH PANEL COIL, ZIP TIE & TAG (2) FRONT CONSOLE COIL, ZIP TIE & TAG	3
55-02-6500	< >	Install Customer Supplied Radio Cables (Ea) Specify Routing And Termination Location: (2) AUXILIARY ELECTRICAL CABINET TO FRONT CONSOLE. COIL, ZIP TIE & TAG (1) AUXILIARY ELECTRICAL CABINET TO ACTION AREA SWITCH PANEL. CABLES MUST BE AT LIFE LINE PRIOR TO CONSTRUCTION START. Ship to: Life Line Emergency Vehicles 1021 West 1st Street Sumner, IA 50674 ***NO EXCEPTIONS** ALL CABLES MUST BE MARKED FOR ORIGIN AND TERMINATION. ANY CABLE THAT IS NOT MARKED WILL NOT BE INSTALLED. ***NO EXCEPTIONS**	3

PART NO	S	DESCRIPTION	QTY
55-DL-0100	S	<p>< Havis Radio Bezels Install Two Havis Radio Bezels in Front Console for Radios.</p> <p>***SIRENS AND EMERGENCY LIGHTING***</p>	2
60-01-1100		<p>< > Whelen 295HFS2 295HFSDA Dual Amp Siren System ILOS Includes Dual Amp Option. Meets 49 State Requirements.</p>	1
60-01-4000		Federal Signal ES100C Thru Bumper Speakers (E-Series)	1
60-01-9000		<p>< > 4 Whelen 900 Super "LED" Side Module Warning Lights Part #90RR5FRR Mount The Side Lights Inline.</p> <p>Comet Flash Pattern:</p>	1
60-02-5000		Delete The 2 Standard Front Module Warning Lights (Credit)	1
60-02-8100		Delete The Standard Center Front Module Warning Light (Credit)	1
60-02-9500		<p>< > 2 Whelen 900 Super "LED" Rear Module Warning Lights #90RR5FRR With Red Lens</p> <p>Modu Flash Pattern:</p>	1
60-03-3000		<p>< > 1 Whelen 900 Super "LED" Center Rear Warning Light Part #90RR5FRR With Red Lens.</p> <p>Modu Flash Pattern:</p>	1
60-04-4610		<p>< > Emergency Lights On In Reverse Specify which Button on the touch screen or flasher circuit is to be activated.</p> <p>PRIMARY</p>	1
60-04-5100		<p>< > 2 Whelen 500 Super "LED" Grille Lights Model # ILOS: #50R02ZRR</p> <p>Comet Flash Pattern</p>	1
60-05-0500		<p>< > 2 Whelen 700 Super "LED" Intersection Lights Part # 70R02FRR</p> <p>Comet Flash Pattern:</p>	1
60-07-1520		<p>< > 7 Whelen 900 Super "LED" Front Module Warning Lights Color Lens Specify Whelen Part #: LAYOUT TO BE R/R/C/R/C/R/R</p> <p>(5) #90RR5FRR</p>	1

PART NO	S	DESCRIPTION	QTY
		(2) #90CC5FCR All on Pri/Sec Specify KKK Or Comet Flash Pattern: MODUFLASH 1,2,4 & 6 ON FRONT LIGHT BAR SWITCH 3 & 5 ON IN PRI. OFF IN SEC.	
60-09-0495	<	Tomar Traffic Pre-Emption Strobe with Power Supply (1) RECT-37S Clear Light (1) E23223 Chrome Bezel (1) 401-1228-PREHI Emitter Power Supply	1
60-10-0000	<	Whelen 700 Red Or Amber Or Blue Super "LED" Light (Ea) Specify Location: P5 AND D3 DOORS MID HEIGHT FOR MARKER LIGHT AND TURN. USE STOP TAIL PART # 70BTT ILO WARNING LIGHT.	2
60-10-0130	<	Rear Window Level Whelen 900 Red Or Amber Or Blue Or Clear Super "LED" Lights(2) Specify Whelen Light Number: #90RR5FRR Set to Brake Override. Comet Flash Pattern:	1
	<	***PATIENT COMPARTMENT*** NOTE: PLEASE USE FASTENERS ON THE VERTICAL POLISHED STAINLESS ON THE LEFT AND RIGHT WALL AT THE REAR OF THE INTERIOR JUST INSIDE THE REAR ENTRY DOORS. THE TAPE HAS NOT BEEN HOLDING UP. FOR PICTURES SEE#4159 IN DOCU SHARE OR ANYONE IN THE LIFE LINE SALES DEPARTMENT	1
65-00-9900	<	SPECIAL NOTE TO DEALER Custom Cabinet Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1
65-01-3000	<	1/4" Clear Polycarbonate Sliding Doors On Cabinets Includes Brushed Finish Interior Trim.	1
65-02-2000	S < >	"LL Standard Package" Stryker Power or Performance Load System Specify for Power or Performance - POWER LOAD Standard Cot Brackets Included	1
65-02-2240	< >	"Dealer/Customer Supplied Package" Stryker Power or Performance Load System POWER LOAD - DEALER SUPPLIED Will Be Center Mount Unless Otherwise Specified Includes:	1

PART NO	S	DESCRIPTION	QTY
		Floor Structure - Tapping Blocks Includes Life Line Supplied Power & Performance Load Floor Plate Kit #6390-700-001 - (Needs to Include Track Cover) Wire with 10 Gauge Power and Ground with a 15 Amp Circuit Breaker Powered by Shoreline or Battery on Power. The Power And Ground Is Run To Inside The Track, Or To Trolley If Supplied. Complete 6390 Power or 6392 Performance Load System Installed Be sure to leave main power switch in the off position. Will Be Center Mount Unless Otherwise Specified Does NOT include cot. Includes Std. Life Line Push Rail Floor Mount Stryker Part# 6360-030-11 LL#F09042 Does Not Include Push Rail	
65-02-8000	<	L.R.O. Cabinet With Speed Load Door With Positive Lock Feature. To include (1) PVC shelf in each section.	1
65-03-3500	<	Cabinet Above The Side Seat With Speed Load Door With Positive Lock Feature.	1
65-03-7500	<	L.F.O. Cabinet With Speed Load Door With Positive Lock Feature. To include (1) PVC shelf In each location.	1
65-04-1500	< >	Left Rear Base Cabinet With Speed Load Door With Positive Lock Feature. Includes (2) Adjustable shelves in each section.	1
65-04-6600		Delete Standard Telemetry Area Cabinet	1
65-04-8100	<	Delete Standard Lower Telemetry Area Cabinet (Factory Use) Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1
65-05-0000	<	Slanted Action Area Switch Panel Includes Sliding Polycarbonate Doors Forward Of The Switch Panel Unless Otherwise Specified.	1
65-05-0500	S < >	Lower Action Area Cabinet With Bottom Hinged Door BOTTOM HINGED FRAMED POLY DOOR	1
65-05-3600	<	Delete STD Action Area Tip-Out Trash Cabinet (Factory Use) Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1
65-05-4500	<	Side Facing CPR Seat w/Contoured Ergo Backrest & 4-Point Belt with Hinge Lid Includes Black IMMI 4-Point Seat Belt.	1
65-05-8000	< >	Rear Facing EVS Sewn Seat With Child Seat On EVS Pedestal/Swivel Base 1802 EVS Sewn Seat.	1

PART NO	S	DESCRIPTION	QTY
		Sierra Dark Red #SIE-6526 Requires EVS Provided Pedestal Base For Compliance. Includes Lap Seat Belt. Requires Lower Streetside Aisle Cabinet And Bulkhead Wall Cabinet For Overflow Electrical Equipment. O2 TANK AT THE HEAD OF COT.	
65-05-9795		Delete Contoured Ergo Backrest/IMMI 4 Point Seatbelt (Ea)	2
65-06-2000	< >	Rear Facing Electrical Cabinet And Door Vent Accordingly.	1
65-06-9000	<	Cabinet Above The Walk-Thru With Hinged Solid Door Specify Hinge Side: TOP (USE GAS SHOCK) Solid Surface Door INSTALL SIMPLEX LOCK 900 SERIES LOCK M1 Latch bottom centered.	1
65-07-2000	<	Delete Right Front Upper ALS Cabinet Doors Trim Open Edge With Stainless.	1
65-07-5000	<	Delete Right Front Lower ALS Cabinet Doors Trim Open Edge With Stainless.	1
65-07-8010	< >	Full Height ALS Cabinet With "ROM" Series 4 Door NOTES 1. ROLL UP OF DOOR TO BE ALL THE WAY TO THE REAR OF THE CABINET RATHER THAN THE FRONT LIKE LAST UNIT #4159 2. ALS WILL HAVE 2" MORE ADDITIONAL PASS THRU WIDTH THAN LAST UNIT #4159	1
65-08-0500	<	CS Squad Bench w/Contoured Ergo Backrests w/1 Piece Lid & No Divider Includes 1 Set Of Black IMMI 4-Point Seat Belts. v	1
65-08-2000		Delete Squad Bench Post/Wheel Cups	1
65-08-3600	S < >	Superliner Head Of Squad Bench Work Cabinet DOES INCLUDE CORIAN COUNTER TOP - SMOOTH NO LIP AND 15" WIDE FOR HEART MONITOR THIS WORK STATION WILL HAVE 2 DRAWERS FACING SQUAD BENCH AND ASSIST RAIL. THERE WILL BE NO POWER OUTLETS INSTALLED NEXT TO DRAWERS	1

PART NO	S	DESCRIPTION	QTY
65-08-5200		< > O2 Storage Area with Bottom Hinged Door At Head End Of Squad Bench Vortex Lined Note to Dealer: With Ferno 516 bracket to store two tanks vertically.	1
65-08-8500		Squad Bench Headrest Cushion	1
65-09-2000		< > Two Section Bandage Cabinet With Speed Load Doors With Positive Lock Feature. Specify Cabinet Depth: 8"	1
65-09-6000		< Recessed Glove Box Storage In Cushion Area Above Doors(Ea) Recessed Storage Box With Top Hinged Heavy Polycarbonate Door. Specify Location: (2) ABOVE SIDE ENTRY (2) ABOVE REAR ENTRY Specify Number Of Box Cut-Outs: 4 SPECIAL NOTE: Unless Otherwise Specified, Cabinet Will Fit A 5" High x 10" Wide x 4" Deep Glove Box.	4
65-09-8600		< > 100" Long Formed Streetside Ceiling Grab Rail (Powder Coated) SAFETY YELLOW	1
65-09-9510		< > 100" Long Formed Curbside Ceiling Grab Rail (Powder Coated) SAFETY YELLOW	1
65-10-1510		< > Formed "L" Door Assist Rails Mounted Inverted (Powder Coated) SAFETY YELLOW	1
65-10-2010	S	< > Formed Assist Rail At The Head End Of The Squad Bench (Powder Coated) FACING THE SIDE ENTRY DOOR STEPS. SAFETY YELLOW	1
65-10-3000		Delete Formed Assist Rail On The Left Rear Wall	1
65-10-4010		< Add Powder Coated Formed Assist Rail Right wall ILOS Safety Yellow	1
65-10-5000		< Two C.P.I. #IV2008 Rubber Recessed IV Brackets Mounted In The Mid/Rear Cot Position.	1
65-10-9000		Southco M1 Stainless Cabinet Latches	1
65-11-3000	S	< Cabinet Drawer (Ea) Specify Cabinet Location:	6

PART NO	S	DESCRIPTION	QTY
		<p>(2) HEAD END CURBSIDE WORKSTATION FACING SQUAD BENCH. (3) FOOTEND CURBSIDE FACING SQUAD BENCH (1) HEAD END STREETSIDE FACING SQUAD BENCH.</p> <p>DRAWERS TO INCLUDE 3 LEFT TO RIGHT DIVIDERS EACH.</p>	
65-12-2600	<	<p>Intellitec Clock/Time Manager Mounted In The Action Area Install as close to the suction unit as possible. Customer will need room for a radio forward of this clock.</p>	1
65-12-2800	<	<p>Intellitec Clock/Time Manager Mounted In Rear Head Cushion Specify Mounting Location: Rear Head Cushion</p>	1
65-12-5200	<	<p>Simplex 900 Series Lock (Ea) Specify Cabinet Location: UPPER WALK THRU CABINET USE 900 SERIES LOCK.</p>	1
65-13-4500	S <	<p>Install Customer Supplied Heart Monitor Bracket Specify Brand and Model #of Desired Bracket: Specify Mounting Location And Include Overall Dimensions Of Heart Monitor With Bags:</p> <p>the Zoll X series Defib mount we have used the NCE mount in the past which measures 14" wide by 12" Deep. Mounted so that the front flat edge of the mount was 3 inches back from the edge of the shelf</p>	1
65-13-8500		Counter Top Height Polished Scuff Protector On Left Wall	1
65-14-1000		Squad Bench Height Polished Scuff Protector On Right Wall	1
65-14-4500	< >	<p>Adjustable Vertical Shelf Divider (Ea) Specify Cabinet Location: (8) LRO CABINET - 4 UPPER AND 4 LOWER (4) CABINET ABOVE SIDE SEAT - 2 EACH SIDE(CABINET OVER THE STREETSIDE SQUAD BENCH) (8) LFO CABINET - 4 UPPER AND 4 LOWER (6) CABINET OVER THE CURBSIDE SQUAD BENCH - 2 IN LEFT (FORWARD) SIDE AND 4 IN RIGHT (REARWARD) SIDE (12) LEFT REAR BASE - 2 ABOVE EACH SHELF</p>	38
65-15-0005		Interior Laminate: Designer White D354-60	1
65-17-0007		Seam Sealed Cushions Vinyl: Sierra Dark Red C703-F	1
65-18-0002		Welting Between Cabinets: Light Gray	1
65-19-0012	< >	<p>Counter Tops (Main): Sagebrush Standard with 1" Lip</p>	1

PART NO	S	DESCRIPTION	QTY
65-20-0005		> Counter Tops (Accent Stripe): Glacier White	1
65-21-0009		< > Lonseal Floor Selection: Loncoin II Flecks #150 Onyx Specify: Rolled Up 4" On Both Sides Unless Otherwise Specified.	1
65-CS-0000	S	< Small Action Area Tower Cabinet THIS CABINET WILL RUN FULL HEIGHT FROM COUNTER TOP TO THE BOTTOM OF THE ACTION AREA ANGLED CABINET AND INCLUDE (1) ADJUSTABLE SHELF. THIS DOOR WILL BE HEAVY DUTY POLY AND RIGHT HINGED. CABINET WILL BE APPROX 10" WIDE. Use M1 Latch.	1
65-CS-0400		< > Diamond Plate Waste Can Holder/Waste Container (Ea) Specify Location: WALK THRU AREA AGAINST RFS IN AISLE - INTAKE VENT FOR HVAC NEEDS TO BE INSTALLED HIGHER THAN LAST UNIT WILL BE LARGER TO ACCOMMODATE CUSTOMERS GARBAGE CAN The garbage can is 20" high and the bottom of the can is 8.5" X 12" The top of the can is 11" X 15" and it is still 20" high.	1
65-CS-1600		Standard Smooth Headliner	1
65-DL-0100	S	< Right Rear Overhead Cabinet Specify Custom Option: THIS CABINET WILL BE LOCATED AT THE RIGHT REAR FACING THE AISLE AND WILL BE ABOVE THE DRAWERS AS TALL AS POSSIBLE WITH 2 ADJUSTABLE SHELVES. Inside Access only. FRAMED POLY DOOR WITH THE HINGE ON THE RIGHT SIDE. M1 LATCH IS TO BE USED	1
		PATIENT COMPARTMENT ENVIRONMENTAL SYSTEMS	1
70-01-0000		Static Module Fresh Air Intake Vent	1
70-01-1000		12 Volt Powered Exhaust Fan	1
70-01-1500		< Cabinet Mounted Free Blow 12 Volt Pro Air Rear Heat/AC Unit Includes Digital Temperature Display. Includes Climate Indicators For Heat/AC/Fan Speed. Includes High-Medium-Low Fan Speeds. NOTE: INSTALL AIR INTAKE VENT UP HIGHER ON THE RFS WALL SO THAT CUSTOMER CAN INSTALL A GARBAGE CAN HOLDER IN THE LOCATION WHERE IT IS ON CURRENT UNIT #4159 GARBAGE CAN HEIGHT IS 30"	1

PART NO	S	DESCRIPTION	QTY
70-01-2400	<	Inline Booster Coolant Pump 12 Volt Centrifugal Pump To Boost The Flow Capacity Of The Coolant System.	1
70-01-2500		Standard R.F.S. Overhead Cabinet Heat/AC Unit Location	1
70-01-6500	<	Yellow Certifoam High Density Insulation Body/Floor/Doors (R-6) GAS CHASSIS' INCLUDE THERMOTECH HEAT BARRIER PART #F18084 THIS GOES ON THE HEAT SHIELD THAT GOES OVER THE AXLE. THIS ALSO GETS THE THERMO HEAT INSULATION BLANKET ON THE BOTTOM OF THE FLOOR AND GOES FROM THE FRONT OF THE MODULE TO THE FUEL TANK.	1
70-01-6600	>	Automotive Grade Undercoating Under Module Body ***OXYGEN SYSTEM***	1 1
75-01-0000		Ohio Style Action Area Oxygen Outlet	1
75-01-2010	<	Ohio Style Ceiling Mounted Oxygen Outlet Mounted In Ceiling Center Strip Patient waist area	1
75-01-4000		Ohio Style Right Wall Mounted Oxygen Outlet	1
75-01-8000	< >	Interior Oxygen Access/Viewing Door ACCESS DOOR WILL BE A RIGHT HINGED (WITH CHAIN) POLYCARBONATE FRAMED DOOR ON THE CURBSIDE REAR FACING THE AISLE.	1
75-02-0000	<	"M" Oxygen Tank Bracket In Non-Standard Location Specify Location: P-5, Curbside Rear Compartment ON WALL #2 CLOSE TO WALL #1. Same as last unit	1
75-03-1500	< >	Ferno #516 Oxygen Mount (Dual Floor)(Ea) Specify Location: LOCATED IN THE HEAD OF THE SQUAD BENCH, FACING THE STEP WELL. BOTTOM HINGED SOLID DOOR. ENTIRE INTERIOR OF THIS AREA IS TO BE VORTEXED LINED. (option 65-08-5200) ADD THE VELCRO STRAPS ***SUCTION SYSTEM***	1 1
80-01-0000		12 Volt Gast Suction Pump Controlled By Switch on Switch Panel	1
80-01-1500	<	1 Ohio Style Action Area Suction Outlet LOCATE IN THE RECESSED CANISTER AREA. AS WAS DONE ON 4159.	1

PART NO	S	DESCRIPTION	QTY
80-01-7500	<	SSCOR 22000 Suction Unit W/23002 Disposable Trap Set Includes Flush Mounted Action Area Panel And Disposable Trap Set. Includes Standard Suction Outlet #80-01-15.	1
80-01-8500	S < >	Recessed Suction Unit Below Action Area BELOW HEAD END OF STREETSIDE SQUAD BENCH LIKE 3627 SLIDE OUT WITH NOTCHED POLY FACE AND SOUTHCO LATCH.	1
	<	***PAINT*** FOR PICTURES SEE#4159 IN DOCU SHARE OR ANYONE IN THE LIFE LINE SALES DEPARTMENT	1
85-00-0100	< >	Standard Axalta Paint Process And Warranty Includes 6 Year Pro-Rated DuPont Paint Warranty.	1
85-00-0500	<	O.E.M. White Chassis Color Ship Loose Tube Of O.E.M. White Touch-Up Paint With The Unit.	1
85-01-1000	<	O.E.M. White Module Body Color Touch-Up Paint Is Included For Colored Module Body Stripes.	1
85-01-4500		Delete Standard Beltline Stripe	1
85-02-8100	S <	Lower Cab And Module Painted Two-Tone (50/50 Design) Lower Cab And Module Painted One Color And The Upper Cab And Module Body Painted Another Color. This Paint Line Is Painted Up To The Door Gaskets Into The Jamb. Specify Upper Color: WHITE (Includes Cab Roof, "A/B" Posts, Hood). Specify Lower Color: RED # 29059EW (RED WILL BE IN LINE WITH THE TOP OF THE HEADLAMP OF THE CHASSIS, FOLLOW THRU TO THE BODY IN A STRAIGHT LINE. IT WILL THEN ANGLE UPWARDS AT ABOUT 22" FROM THE FRONT OF THE BODY UP TO THE TOP AT APPROX 78" FROM THE FRONT OF THE BODY. NOTE: THE ROOF WILL REMAIN WHITE.	1
85-02-9500		Do Not Paint The Nader Pins/Install After Paint Process	1
85-03-2500	>	Delete Standard Edge Pinstripe	1
85-04-0600	< >	6" Wide Rear Wall Chevron (Two Color-Full Wall) Specify Tape Color #1: LIFE LINE #F170070 RED Specify Tape Color #2: LIFE LINE # F170071YELLOW/ GREEN TWO COLOR TAPE ON THE REAR WALL. DOES NOT INCLUDE THE OUTER DOOR PANELS. WITH CHEVRONS BEING INSTALLED PRODUCTION WILL NOT BUFF THE REAR WALL NOTE: SAME AS LAST UNIT, VERIFY COLORS. UNIT #4159	1

PART NO	S	DESCRIPTION	QTY
85-04-1000	S	< > Lower Door Panel Chevron (Inner Door Panel) (Ea) Requires Smooth Aluminum Door Panels ILOS. SPECIFY WIDTH AND COLOR OF STRIPES: MATCH REAR CHEVRON ENTRY DOOR LOWER PANELS ONLY	3
85-04-1200		< > Diamond Grade Chevron Upgrade Specify Tape Color:	1
		EMBLEMS AND DECALS	1
90-01-0500		Install Roof "SOL" Decal Only (Delete All Other Decals)	1
90-01-1100	<	"NO SMOKING" - "FASTEN SEAT BELT" Decals 1-Installed In The Cab. 1-Installed In The Module.	1
90-01-1200		No Other Decals or Lettering Included Unless Specified Below	1
90-01-5100	<	Install 3/4" White Reflective Tape Around Side And Rear Entry Doors KKK-F Certification Requirement.	1
95-DC-LL01	S	< Stryker Power Load System Specify Custom Option: DEALER SUPPLIED - LIFE LINE INSTALLED	1
95-DC-LL02	S	< Stryker Power Pro Cot Specify Custom Option: DEALER SUPPLIED - SHIP WITH COMPLETED AMBULANCE	1
95-DC-LL03	S	< Setcom System wired/Two Head Set Cab Only Specify Custom Option: DEALER SUPPLIED WIRED TWO PERSON HEADSET IN CAB ONLY - LIFE LINE INSTALLED	1
95-DL-0100	S	< Delivery Specify Custom Option:	1
		END OF QUOTE/PRODUCTION ORDER	1
95-SP-0100	<	1 Original & 1 Revision Work Order Before Penalty Pricing 1 Original Draft & 1 Revision Draft Work Order Before Penalty Pricing. The Revision Rate Is \$75.00 Per Hour With 1 Hour Minimum Charge.	1
95-SP-0200	<	1 Original & 1 Revision Drawing Before Penalty Pricing 1 Original Draft & 1 Revision Draft Drawing Before Penalty Pricing. The Revision Rate Is \$75.00 Per Hour With 1 Hour Minimum Charge.	1

PART NO	S	DESCRIPTION	QTY	
95-SP-0600		Change After Sign-Off (Published Price + 50%)	1	
95-SP-0700		Change After Production Start (Published Price + 75%)	1	
95-SP-0800		Change After Production Completion (Published Price + 100%)	1	
	<	***SIGNATURE-LIFE LINE EMERGENCY VEHICLES***	1	
		This Is A Contract Between Life Line Emergency Vehicles And The Franchised Distributor Entering The Order. No Agreements Verbal Or Written Arrived At Between The Selling Distributor And The Purchasing Agency Not Listed On This Order Are Binding Upon Life Line Emergency Vehicles.		
		THE VEHICLE IS BUILT TO THIS PRODUCTION ORDER. IT IS THE DISTRIBUTORS RESPONSIBILITY TO ASSURE THE VEHICLE MEETS THE CUSTOMER SPECIFICATIONS.		
		Date Of Order:		
		Franchised Distributor:		
		Quote Number:		
		Ordered By: _____		
		SIGNATURE	DATE	
		Total		220,809.00

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 17, 2019
Reports & Recommendations	RELEASE OF ESCROW DEPOSIT FOR THE PUBLIC IMPROVEMENTS AT THE FRANKLIN WELLNESS CENTER LOCATED AT 8800 S. 102 ND STREET	ITEM NO. <i>6.5.</i>

BACKGROUND

Pursuant to the development of the Franklin Wellness Center located at 8800 S. 102nd Street, please be advised that Staff has reviewed the public improvements contained in the development agreement and find that all items have been completed.

This was tabled at the November 5, 2019 Common Council meeting. Since that time, Staff has confirmed that the concerns are not related to the commitments in the development agreement.

ANALYSIS

Staff recommends releasing the escrow deposit of \$2,421.86.

OPTIONS

- A. Approve release of escrow; or
- B. Provide further direction to staff.

FISCAL NOTE

Does not impact budgets.

RECOMMENDATION

(Option A) Motion to authorize staff to release the escrow deposit for the public improvements at the Franklin Wellness Center located at 8800 S. 102nd Street.

Engineering Department: GEM

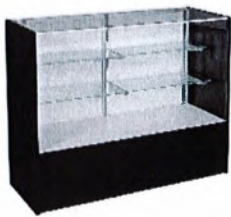
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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 17, 2019
REPORTS & RECOMMENDATIONS	Council Feedback for Logo Sign and Chamber Updates Proposed for Common Council Chambers and Lobby	ITEM NUMBER <i>G. 6.</i>

Logo and Chambers Update: The Economic Development department is interested in installing the new logo on the Council Chambers wall behind the dais for an estimated cost of between \$600 - \$1200 depending on size and type of sign installation. This activity would come out of marketing funds for the Economic Development Department.

I am seeking feedback on size preference (10' versus 6') and on painting the paneling and the brick to brighten and update the room and create a crisp backdrop to display the new logo. This activity would come from Economic Development Department marketing funds.

Lobby Cabinet: The Economic Development Department is also interested in purchasing a locking display cabinet for the City Hall Lobby in order to promote the Franklin business community by showing off goods and services produced in Franklin and other related promotional opportunities that we wish to share with the public, possibly including various awards earned by the City over time. Floor, tabletop, and wall mount versions are available at all sizes and price points and I anticipate the cost to be between \$500 and \$3000. Before investing time and money, I am seeking Council members feedback as to whether you would like to see this in the lobby. This purchase would come out of the Economic Development Department budget. Below are some samples of various display units.



COUNCIL ACTION REQUESTED

Provide feedback on the proposed activities for Council Chambers and City Hall Lobby.

Economic Development Department – CB

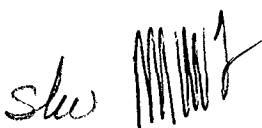
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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2019
REPORTS & RECOMMENDATIONS	Update on the City Hall Roof, HVAC, and Fascia Wood Replacement Project; confirmation approval of Change Orders 2 through 7; and authorization for the Director of Administration to execute a change order to extend the contract term for the limited, identified tasks and punch list items and a change order for extension of the project for landscaping installation	ITEM NUMBER 6, 7.

The intent of this Council Action Sheet is to provide a brief summary of the City Hall Roof, HVAC, and Fascia Wood Replacement Project and follow up on information previously reported. The project is largely completed and has moved into the punch list and close-out phase, with the exception of landscaping which was mutually agreed to delay until spring. Note that the carpeting of the Clerk's Office and move back in was not part of this overall contract/project.

As previously noted, the Director of Administration, working closely with the architect, Director of Inspection Services, and Facilities Manager, have monitored the projects and promptly addressed issues as they came up so that the project could remain on task.

As a reminder, the project budget is \$1,775,000. In addition to the construction contract and base architecture charges, that amount includes \$14,980 planned for City operational expenses associated with department staging and \$111,100 in overall project contingency (or \$126,080 combined). The contingency needs to cover changes the City requests, changes forced by the project due to design or construction conditions, and the architect's reimbursable expenses. Note that if the contractor does the work, the contingencies ultimately become change orders. Following is a brief update on the change orders:

- Change Orders and Anticipated Change Orders Previously Reported: (CO #1 was voided)
 - Message board (CO #2) previously estimated at \$3,900. Anticipated Final cost: \$4,749.72.
 - Community Room entrance door foundation excavation and soils (CO #3) previously estimated at up to \$5,000. Final cost: \$2,198.37.
 - Screening around rooftop HVAC Units (CO #4) previously estimated at \$5,000 to \$7,000. Final cost: \$7,577.00.
 - Stairwell firewall continuity and light, old interior masonry repair, 2 added lights to north garage door (CO #5). Final cost: \$8,627.77.
 - Rear canopy support rod adjustment was previously estimated at around \$3,000, but resolved with no added work or cost.
- Change Orders, Anticipated Change Orders Not Previously Reported, or other direct costs:
 - Cabinet heater electrical connections (CO #6): In order to avoid shutting off all power to City Hall, including the generator, for 1 to 3 hours (if everything went well) some existing circuits had to be re-worked. Final cost: \$3,498.
 - Fiber cement over garage doors (CO #7). The block underneath the old wood "wings" or hood that was previously over the doorways was intended to simply be painted. The quality of the block, however, would have left a very poor result. As such, the boards used around the top of the building were worked into those spots by the Architect with a much better result. Final cost: \$4,398.
 - Soils testing. Per contract this is a direct City cost. Final cost: \$1,794.
 - HVAC Engineer/Designer oversight. Anticipated added charge to provide greater oversight than initially planned. Final cost: \$1,200.

➤ **Operational Expenses:**

- \$5,090.24 of expenditures have been recorded against the \$14,980 that largely covers the cables and wiring for creating work stations in the hearing room. \$3,120 was used to purchase the carts for moving and holding employee's stuff during the move. Purchasing these was as cheap or cheaper than renting and they can be reused during carpeting projects. Other small charges have likely been absorbed by IT and Municipal Buildings' budgets, which may be moved over later if need be. Other small charges, such as new blinds in the Clerk's Office, may yet occur.
- \$4,000 previously approved for 2 benches, a waste receptacle, and a cigarette receptacle for placement under the main entrance canopy is on hold to ensure sufficient funding remains available.
- Previously approved Mud-Jacking of sidewalks. Final cost: \$8,150
- Previously approved Asbestos. Final cost \$9,175.
- Clerk's Office Carpeting. Final cost \$22,995.
- Added Painting of Clerk's Office area walls. Final cost \$2,350.

➤ Reimbursable expenses currently sit at \$6,323.28, and those should not go up substantially.

These items amount to an estimate of \$92,126.38 of the available \$126,080. There are still costs for the architect not paid, but those are not part of this component of the project budget.

Two additional change orders are involved in moving the project forward. The first is a change order that provides for an extension of the period to complete the project. December 12 was to be the day the project was completed with close out by December 31. The Architect confirms that they have reached substantial completion by the December 12 deadline. A number of the change orders listed above added delay to the project as well as weather delays. The message board, for example, has not even arrived. A complete list of outstanding items for a draft change order is attached. The Director of Administration and architect believe a reasonable compromise for the additional work and related time is a change order that extends the contract nominally to complete these few items and the architect's punch list. To put this in context, the architect believes that they are 98 to 99 percent completed. The change order would also extend the period through which they can provide all product manuals, warranty documents, etc. (known as "project closeout"). Absent approval of the change order, the contractor would arguably be subject to the liquidated damages clause of the contract. Given the factors leading to the delay, having achieved substantial completion by December 12, and primarily needing to address reasonable punch list items; it is recommended that the change order be authorized.

The second is a change order to extend the period for landscaping for it to be done in the spring. There is no added cost from the contractor and monies will be held back until the work is completed. This will cause about a \$1,000 to \$2,000 cost from the Architect as their services will be completed and the work and trips required are duplicative of work they are doing now relative to punch lists, etc.

Any costs related to project efforts carried forward into 2020 may require a 2020 budget modification to carry forward the unused and unencumbered portions of the 2019 project budget.

COUNCIL ACTION REQUESTED

Move to accept the update on the City Hall Roof, HVAC, and Fascia Wood Replacement Project, including confirmation approval of Change Orders 2 through 7, and to authorize the Director of Administration to execute a change order to extend the contract term for the limited, identified tasks and punch list items and a change order for extension of the project for landscaping installation.

FRANKLIN CITY HALL

Prime Contract Potential Change Order #8

PCO #008

Potential Change Order Title: Segmented Completion of various scopes of work and punch list items completed beyond original date noted in contract documents (12/12/19). Punch list items noted on Substantial Completion date of 12/12/19 will be completed no later than 12/31/19

Change Reason: Owner requested changes via Construction Bulletins addressed later in project that are tied to material lead time restrictions (i.e. light fixtures, specialty products, etc...) and material lead time delays that affect installation of various items

Potential Change Order Description: (The Contract is Changed as Follows)

Change Order request is being submitted to address items that will need to be completed outside of architect's punch list being conducted on Wednesday 12/11/19 and Thursday 12/12/19 and to ask for extension of punch list completion no later than 12/31/19

- 1) Landscaping (Spring of 2020 – refer to PCO #009 for description)
- 2) Rear stairwell ceiling (Construction Bulletin No. 2) – waiting on light fixture delivery – completion date unknown
- 3) Corridor ceiling tile – waiting on special order tile – complete when product arrives (anticipate no later than Monday 12/16/19)
- 4) Clerk Office ceiling tile – waiting on special order tile – complete when product arrives (anticipate no later than Monday 12/16/19)
- 5) Duct detector – coordination issue between HVAC and electrical (anticipate completion no later than Friday 12/20/19)
- 6) Roof edging and downspouts – substantially complete by Friday 12/13/19
- 7) Column wrap – complete by Friday 12/13/19
- 8) Display case – Submitted shop drawings for review on Thursday 12/12/19 – install pending approval and manufacturing time frame
- 9) New Signage @ main canopy – install scheduled for Wednesday 12/18/19
- 10) Paint canopy hanger rods – weather sensitive item – scheduled for completion on Friday 12/13/19
- 11) Damaged RTU panels – repair or extended equipment warranty pending
- 12) HVAC training and final balancing and start-up – scheduled for Thursday 12/19/19
- 13) Exterior lighting at Service Doors (Construction Bulletin No. 2) - waiting on light fixture delivery – complete upon receipt of light fixture

**PCO #009**

Selzer-Ornst Co
 6222 W State St
 Milwaukee, Wisconsin 53213
 Phone: (414) 258-9900
 Fax: (414) 258-3693

Project: 19-102 - Franklin City Hall
 9229 W Loomis Rd
 Franklin, Wisconsin 53132

Prime Contract Potential Change Order #009: PCO #9 Landscape & Restoration Extension

TO:	City of Franklin 9229 W Loomis Rd Franklin, Wisconsin 53132	FROM:	Selzer-Ornst Construction 6222 W State St Milwaukee, Wisconsin 53213
PCO NUMBER/REVISION:	009 / 0	CONTRACT:	1 - Franklin City Hall Prime Contract
REQUEST RECEIVED FROM:	Brett Reynolds (Selzer-Ornst Construction)	CREATED BY:	Kari Lilly (Selzer-Ornst Construction)
STATUS:	Pending - In Review	CREATED DATE:	11/25/2019
REFERENCE:	May 31, 2020	PRIME CONTRACT CHANGE ORDER:	#009 - PCO #9 Landscape & Restoration Extension
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: PCO #9 Landscape & Restoration Extension

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

PCO #9 Landscape & Restoration Extension

Change order request is being submitted for an extension of time for the landscaping and site restoration work due to adverse and abnormal weather during the fall of 2019. Because the weather caused delay in work being completed at the new entry points, the window to complete plantings and lawn restoration was missed and needs to take place in Spring of 2020. Completion date for this work is set for no later than May 31, 2020. For Landscaping, \$20,000, and for General Conditions, \$5,000, will be held from Final payment until this work is complete. As part of this extension, the warranty period(s) for this work will take effect once the work is complete, not from the completion date of the overall project.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	1-100 - General Conditions	No Cost Changes	Other	\$0.00
Subtotal:				\$0.00
Grand Total:				\$0.00

Chris Hau (Quorum Architects)
 3112 W Highland Blvd
 Milwaukee, Wisconsin 53208

City of Franklin
 9229 W Loomis Rd
 Franklin, Wisconsin 53132

Selzer-Ornst Construction
 6222 W State St
 Milwaukee, Wisconsin 53213

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 17, 2019
REPORTS AND RECOMMENDATIONS	Proposal for New Tax Incremental District located in the NE corner of Ryan Road and 76 th Street	ITEM NUMBER <i>G, 8.</i>

Common Council has been involved in recent closed session discussions involving negotiation with a confidential business development prospect who has been trying to identify the right site in Franklin for their consolidation and expansion project.

Based on acreage needed, proposed investment by the prospect, and public infrastructure needs, the prospect has requested that the City consider establishing a new tax increment district (TID) on the corner of 76th Street and Ryan Road to assist them with their project.

The Economic Development Department would like to hire Ehlers to determine feasibility (Phase 1, \$5,000) and if it appears feasible to move forward with Project Plan Development and Approval and State Submittal (Phase 2 and 3, \$7,500 and \$1,600). All three phases are included in the accompanying proposal from Ehlers.

Also included with this Council Action Sheet is a draft contract and resolution for Council consideration.

IMPORTANT NOTE: the prospect is still considering this site against others that are not located in Franklin and/or the State of Wisconsin. Approving this TID work demonstrates that the City is serious about attracting them to our community.

COUNCIL ACTION REQUESTED

A motion to approve \$15,000 for all three phases of new TID creation, with Phase 2 and 3 slated to occur upon Council review of Feasibility Phase 1 of a new Tax Incremental District Project Plan for the NE corner of Ryan Road and 76th Street.

Economic Development: CB

December 11, 2019

Calli Berg, Director of Economic Development
Paul Rotzenberg, Director of Finance & Treasurer
City of Franklin, Wisconsin
9229 W Loomis Rd
Franklin, WI 53132

Re: Written Municipal Advisor Client Disclosure with the City of Franklin ("Client") for 2020 TIF
District NE Corner 76th & Ryan ("Project" Pursuant to MSRB Rule G-42)

Dear Calli and Paul:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project

Sincerely,

Ehlers



Dawn Gunderson-Schiel, CPFO, CIPMA
Senior Municipal Advisor/Vice President

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c)

Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B

Tax Incremental Financing Services

Scope of Service

Client has requested that Ehlers assist Client with the Creation of a Tax Increment District on the NE corner of 76th and Ryan (“Project”). Ehlers proposes and agrees to provide the following scope of services:

Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the Client’s objectives. This phase begins upon your authorization of this engagement, and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers will:

- Consult with appropriate Client officials to identify the Client’s objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the “but for” test.
- If the Project includes creation of or addition of territory to a district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
 - Equalized Value test.
 - Purpose test (industrial, mixed use, blighted area, in need of rehabilitation or conservation, or environmental remediation).
 - Newly-platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
 - Identification of the type or types of districts that may be created.
 - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
 - A summary of the development assumptions used with respect to timing of construction and projected values.
 - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
 - Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
 - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues
 - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.

- A draft time table for the Project.
- Identification of how the creation date may affect the district's valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.
- When warranted, evaluate and compare options with respect to boundaries, type of district, project costs and development levels.
- Ehlers will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible, and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission or governing body.

Phase II – Project Plan Development and Approval

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

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

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

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

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

Phase III – State Submittal

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

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

Compensation

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

Phase I	\$ 5,900
Phase II	\$ 7,500
Phase III	\$ 1,600
Total	\$ 15,000

- Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of \$750/scenario.
- In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase's completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$300.00/hour.

Payment for Services

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

Client Responsibility

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

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

Current Wisconsin Department of Revenue Fee Schedules	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition	\$1,000
Amendment Packet with Territory Subtraction	\$1,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150

A G R E E M E N T

This AGREEMENT, made and entered into this ____ day of December, 2019, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ehlers, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is N21 W23350 Ridgeview Parkway West, Suite 100, Waukesha, Wisconsin, 53188.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide financial services;

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for tax incremental financing services and confidential prospect pro forma review as described in CONTRACTOR's proposals to CLIENT dated December 11, 2019, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a combined not-to-exceed budget of \$15,000, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$15,000. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Director of Economic Development, Calli Berg, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Director of Economic Development, Calli Berg CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

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

VI. INSURANCE

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

A. Limit of General/Commercial Liability	\$1,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$1,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and

charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.
- E. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

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

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

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

CITY OF FRANKLIN, WISCONSIN

EHLERS, INC.

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

RESOLUTION NO. 2019-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH
EHLERS & ASSOCIATES, INC. FOR TAX INCREMENTAL DISTRICT SERVICES AND
AMENDMENT PROFESSIONAL SERVICES

WHEREAS, a confidential prospect has been in discussions with Franklin Common Council to determine the right site in the City to locate their business with an assessable project investment of more than \$20,000,000; and

WHEREAS, the prospect has identified a site on the northeast corner of Ryan Road and 76th Street That will have significant costs associated with public infrastructure and City development guidelines and has asked the City of Franklin to consider forming a new tax increment district to assist with these and other associated costs of development; and

WHEREAS, the prospect is also considering other sites outside of the City of Franklin and is comparing financial assistance offered by other communities against what Franklin can offer; and

WHEREAS, Ehlers & Associates, Inc. has provided a three-phase proposal that includes a feasibility analysis of the project; and

WHEREAS, the Common Council upon the recommendation of City staff having reviewed such proposed agreement for professional consulting services and having found same to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Agreement to Provide Tax Incremental Financing Services with Ehlers & Associates, Inc., in the form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a meeting of the Common Council of the City of Franklin this 17th day of December, 2019.

Passed and adopted at a meeting of the Common Council of the City of Franklin this 17th day of December, 2019.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 17, 2019
Reports & Recommendations	RESOLUTION TO AWARD RYAN CREEK INTERCEPTOR ODOR REDUCTION PROJECT TO THE WANASAK CORPORATION FOR \$199,000	ITEM NO. <i>6, 9.</i>

BACKGROUND

An "Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District (MMSD) and the City of Franklin for Ryan Creek Interceptor Odor Control Improvements" was authorized by MMSD on May 20, 2019. This agreement states that MMSD will "reimburse the City for the cost of design and construction of the work, up to an amount not to exceed \$450,000."

Ruekert & Mielke performed the design services for the project. Bids for the project were received on October 24, 2019.

ANALYSIS

Five bids were received on October 24, 2019. The lump sum bids were as follows:

- \$199,000 The Wanasak Corporation (Burlington, WI)
- \$257,000 MZ Construction, Inc. (Livingston, WI)
- \$261,000 Super Excavators, Inc. (Menomonee Falls, WI)
- \$278,000 American Sewer Services, Inc. (Rubicon, WI)
- \$292,000 Mid City Corporation (Butler, WI)
- \$284,000 *Engineers Opinion of Probable Cost*

With the exception of Wanasak, all bidders acknowledged the two addendums. Staff believes that both addendums are inconsequential and should have no bearing on bid amounts. It could be argued that the issue clarified in addendum No. 2 if not understood, would cause a bidder to increase a bid to include bypass pumping. Specifically, the two addendums are as follows:

1. Issued October 15, 2019. One item that the City is waiving the prequalification requirement.
2. Issued October 23, 2109. One item that noted that the force main is currently inactive so there is no need to temporarily pump sewage.

Wanasak claims that they did view and download the addendums on the day prior to the bid opening. The on-line bid warehouse does support this claim that it was downloaded on 10/23/2019 at 10:41 am.

Note that the advertisement included the sentence "*The City of Franklin reserves the right to accept the most advantageous Bid, or to reject any and all Bids.*" Wanasak's bid is \$58,000 lower than the second low bidder. Wanasak provides many services for the City of Franklin water and sewer departments and has demonstrated that they are a qualified and dependable contractor.

Considering all of the above, Staff recommends that Wanasak is the lowest, responsive, and responsible bidder for this project.

Because this project appears in the 2020 budget, this item was held for the December 17, Common Council meeting. The City has 60 days to award the contract (December 23, 2019).

OPTIONS

- A. Award contract to Wanasak for \$199,000; or
- B. Award contract to MZ Construction for \$257,000; or
- C. Provide further direction to staff.

FISCAL NOTE

Per the Intergovernmental Cooperation Agreement, MMSD has agreed to reimburse the City for the cost of design and construction of the work, up to an amount not to exceed \$450,000. Among other commitments, the City agreed to pay for the preliminary engineering (\$10,700 + \$3,500).

Ruekert & Mielke's design contract beyond the preliminary engineering is \$45,497, thus \$404,503.00 remains for construction and any change orders. All of the bidders would fall within the budget.

Finance may / may not have additional comments at the meeting.

RECOMMENDATIONS

(Option A) Resolution 2019-_____ a resolution to acknowledge that The Wanasak Corporation is the lowest, responsive and responsible bidder, The Wanasak Corporation's bid is the most advantageous bid, and award Ryan Creek Interceptor Odor Reduction Project to The Wanasak Corporation for \$199,000

OR

(Option C) Motion that Wanasak's bid is acceptable and award of contract be tabled until the December 17, 2019 Common Council meeting.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019- _____

RESOLUTION TO AWARD RYAN CREEK INTERCEPTOR ODOR REDUCTION
PROJECT TO THE WANASAK CORPORATION FOR \$199,000

WHEREAS, there is an Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District (MMSD) and the City of Franklin for the Ryan Creek Interceptor Odor Control Improvements that states MMSD will "reimburse the City for the cost of design and construction of the work, up to an amount not to exceed \$450,000."

WHEREAS, the City's engineering consultant has completed design and solicited bids for the project; and

WHEREAS, there were five bids received on October 24, 2019, from qualified contractors; and

WHEREAS, the Wanasak Corporation from Burlington, WI was deemed the lowest, responsive, responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Ryan Creek Interceptor Odor Reduction project be awarded to The Wanasak Corporation for a lump sum amount of \$199,000.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2019, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 17, 2019
Reports & Recommendations	A RESOLUTION ACCEPTING A PUBLIC WATERMAIN EASEMENT FOR EUGENE D. AND MARLENE MAGARICH TAX KEY 892-9994-001 11327 W. RYAN ROAD	ITEM NO. <i>G, 10.</i>

BACKGROUND

Bear Development is installing a watermain to serve the TID 6 in Area G and the designer did not identify a needed easement for the Eugene D. and Marlene Magarich property at 11327 W. Ryan Road (Tax Key 892-9994-001).

ANALYSIS

The enclosed easement documents are needed for the City to accept the water main project. Staff believes that the easement is adequate for the facilities.

OPTIONS

- A. Authorize the needed public water main easement; or
- B. Provide further direction to staff.

FISCAL NOTE

The Developer is addressing the costs associated with easement acquisition.

RECOMMENDATIONS

(Option A) Resolution 2019-_____ a resolution accepting a public watermain easement for Eugene D. And Marlene Magarich, Tax Key 892-9994-001, 11327 W. Ryan Road.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____
A RESOLUTION ACCEPTING A PUBLIC WATERMAIN EASEMENT FOR
EUGENE D. AND MARLENE MAGARICH, TAX KEY 892-9994-001
11327 W. RYAN ROAD

WHEREAS, an easement is required at 11327 W. Ryan Road to construct, maintain and operate a water main for Tax Increment District 6 a.k.a. Area G.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such easement, and, therefore the Mayor and City Clerk are hereby authorized and directed to execute the easement accepting it on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2019, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



November 27, 2019

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

Dear Mr. Morrow:

Please find the enclosed Water Main Easement related to that portion of the Public Water Main project which extends through and across the Magarich Property on W. Ryan Road.

It was only after survey and design process was completed, that we discovered that this section of water main was not located in the public right-of-way or easement. Bear Development successfully negotiated both a Temporary Construction Easement and a Permanent Water Main Easement for this property.

I have enclosed an original copy for City signature and recording.

Should you have any questions regarding this matter, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Thank you for your time and consideration.

Sincerely,

Daniel Szczap
Bear Development, LLC

Cc: S. R. Mills

WATER MAIN EASEMENT

THIS EASEMENT, is made by and between City of Franklin, a municipal corporation of the State of Wisconsin, (including successors and assigns of above party as may be or may become applicable hereinafter referred to as "Grantee"), and Eugene Dale Magarich and Marlene Magarich, husband and wife, as owner, (including heirs, executors, administrators, successors and assigns of above parties as may be or may become applicable, hereinafter called "Grantor").

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the Grantee desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property described on Exhibit "B" which is attached hereto and incorporated herein (the "Easement Area"); a water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit "C"; and

WHEREAS, the Facilities shall be the property of the city and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the Grantee a permanent easement in the Easement Area.

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save

harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses with under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.

4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the Grantee clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the Grantee for the full amount of such loss or damage.

5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.

6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" dated and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the Grantee of Franklin Water Works, a utility owned by the Grantee of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."

7. The Facilities shall be accessible for maintenance by the Grantee at all times. The owner shall submit plans for approval to the Grantee Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned, or delayed.

8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the Grantee Engineer of the Grantee of Franklin, which approval shall not be unreasonably withheld, conditioned, or delayed.

9. The Grantee and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors, and assigns.

10. The Grantee and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

12. This easement may not be modified or amended, except by a writing executed and delivered by the Grantee and Grantor or their respective successors and assigns.

13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.

15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.

17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the Grantee Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

[Remainder of Page Intentionally Blank; Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

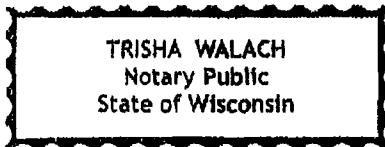
ON THIS DATE OF November 13th, 2019

Eugene Dale Magarich
Eugene Dale Magarich

Marlene M Magarich
Marlene Magarich

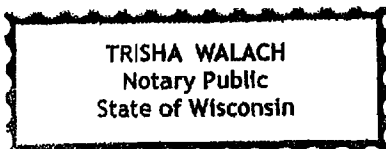
STATE OF Wisconsin SS
COUNTY OF Mewaukee

Before me personally appeared on the 13th day of November, 2019, the above named Eugene Dale Magarich, to me known to be the person who executed the foregoing Easement and acknowledged the same.



Notary Public: Trisha Walach
My commission expires May 4th 2023

Before me personally appeared on the 13th day of November, 2019, the above named Marlene Magarich, to me known to be the person who executed the foregoing Easement and acknowledged the same.



Notary Public: Trisha Walach
My commission expires May 4th 2023

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, Grantee Clerk

STATE OF WISCONSIN
SS
COUNTY OF

On this _____ day of _____, 20__ before me personally appeared Stephen R. Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and Grantee Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____ adopted by its Common Council on _____, 20__.

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents
Date:

Manager of Water Works of Franklin

Approved as to form only
Date:

Grantee Attorney

LEGAL DESCRIPTION:

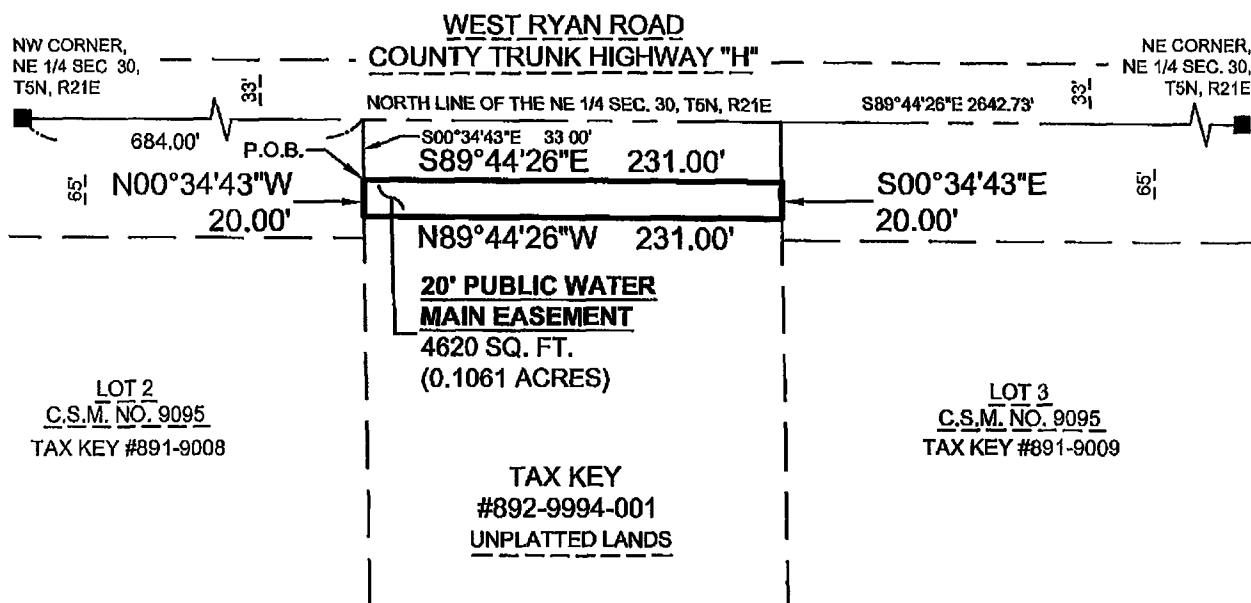
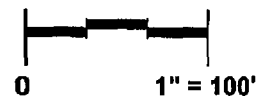
Being a part of the Northwest 1/4 of the Northeast 1/4 of Section 30,
Township 5 North, Range 21 East, City of Franklin, Milwaukee County,
Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said
Section 30; thence South 89°44'26" East along the north line of said
Northeast 1/4, 684.00 feet; thence South 00°34'43" East, 33.00 feet to
the Point of Beginning;

Thence South 89°44'26" East, 231.00 feet; thence South 00°34'43"
East, 20.00 feet; thence North 89°44'26" West, 231.00 feet; thence
North 00°34'43" West, 20.00 feet to the Point of Beginning.



GRAPHICAL
SCALE (FEET)



EXHIBIT

PINNACLE ENGINEERING GROUP

15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

10/21/19

PLAN | DESIGN | DELIVER

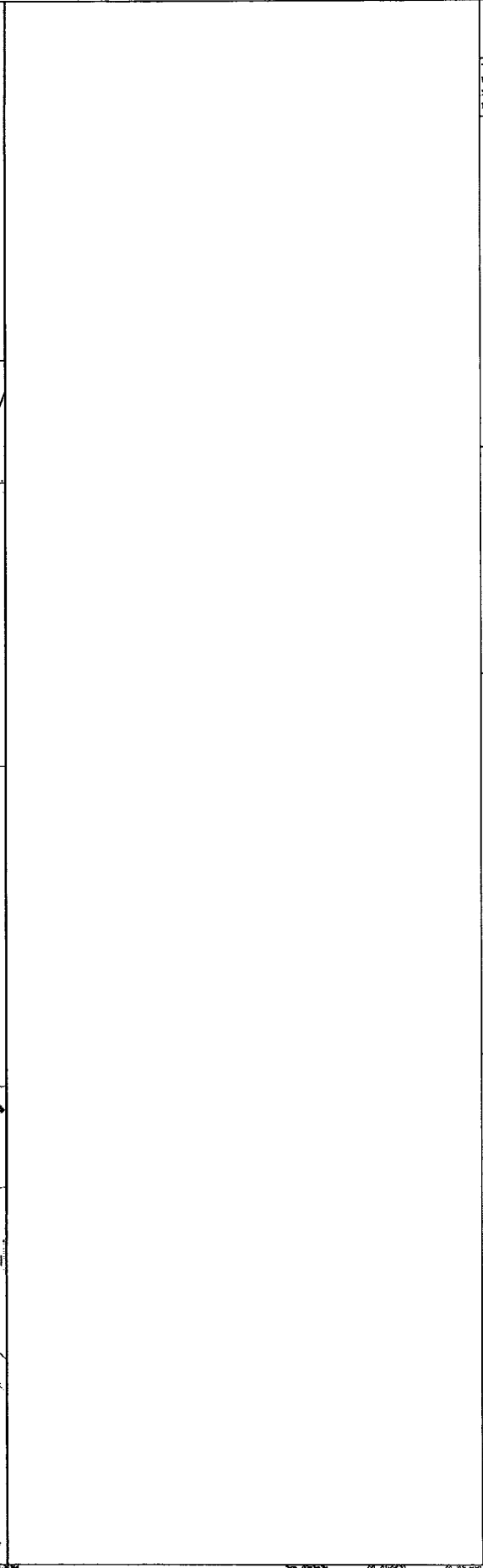
PEG JOB#809.10

LEGAL DESCRIPTION:

Being a part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South $89^{\circ}44'26''$ East along the north line of said Northeast 1/4, 684.00 feet; thence South $00^{\circ}34'43''$ East, 33.00 feet to the Point of Beginning;

Thence South $89^{\circ}44'26''$ East, 231.00 feet; thence South $00^{\circ}34'43''$ East, 20.00 feet; thence North $89^{\circ}44'26''$ West, 231.00 feet; thence North $00^{\circ}34'43''$ West, 20.00 feet to the Point of Beginning.



  	W. LOOMIS RD PUBLIC WATER MAIN EXTENSION FRANKLIN, WI	SITE STABILIZATION PLAN	REVISIONS	SHEET
			1. ADDRESS, CITY, COUNTY, LOCATION 2. ADDRESS, CITY, COMMENTS, LOCATION 3. ADDRESS, CITY, COMMENTS, LOCATION 4. ADDRESS, CITY, COMMENTS, LOCATION 5. ADDRESS, CITY, COMMENTS, LOCATION	C-14 C-17

LEGAL DESCRIPTION:

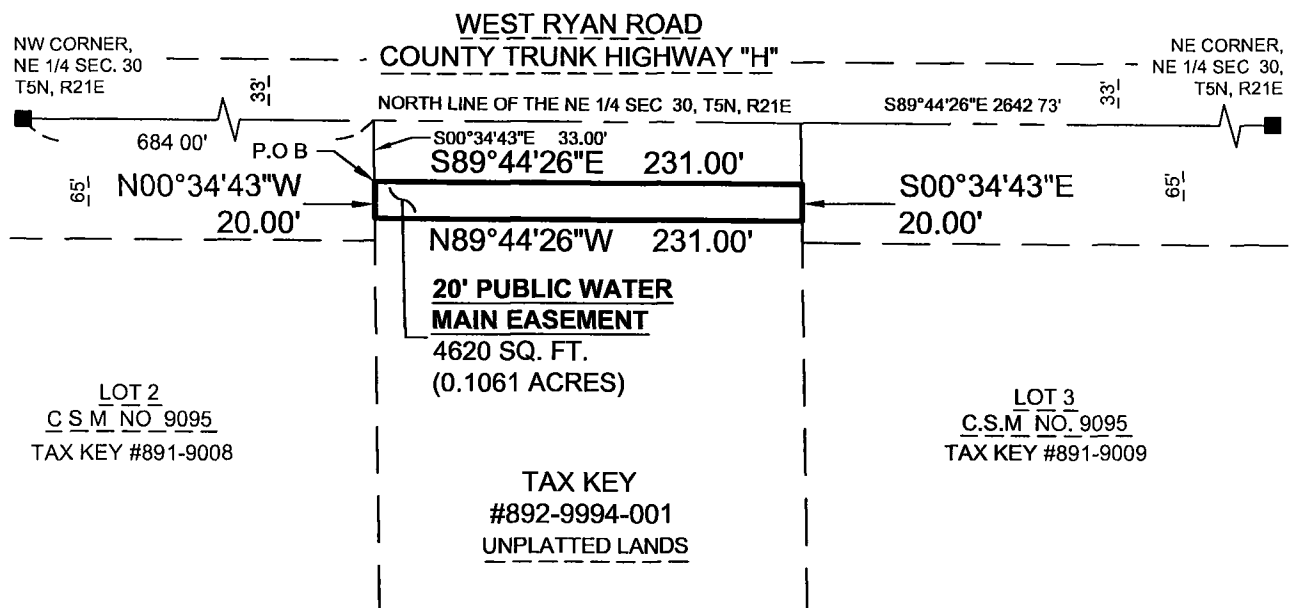
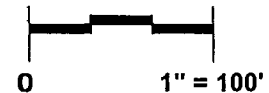
Being a part of the Northwest 1/4 of the Northeast 1/4 of Section 30,
Township 5 North, Range 21 East, City of Franklin, Milwaukee County,
Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said
Section 30; thence South 89°44'26" East along the north line of said
Northeast 1/4, 684.00 feet; thence South 00°34'43" East, 33.00 feet to
the Point of Beginning;

Thence South 89°44'26" East, 231.00 feet; thence South 00°34'43"
East, 20.00 feet; thence North 89°44'26" West, 231.00 feet; thence
North 00°34'43" West, 20.00 feet to the Point of Beginning.



GRAPHICAL
SCALE (FEET)



EXHIBIT

PINNACLE ENGINEERING GROUP

15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER

PEG JOB#809.10

10/21/19

LEGAL DESCRIPTION:

Being a part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows

Commencing at the northwest corner of the Northeast 1/4 of said Section 30, thence South 89°44'26" East along the north line of said Northeast 1/4, 684 00 feet, thence South 00°34'43" East, 33 00 feet to the Point of Beginning,

Thence South 89°44'26" East, 231 00 feet, thence South 00°34'43" East, 20 00 feet, thence North 89°44'26" West, 231 00 feet, thence North 00°34'43" West, 20 00 feet to the Point of Beginning

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 17, 2019
Reports & Recommendations	A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES WITH ROOT-PIKE WIN FOR INFORMATION AND EDUCATION PROGRAM FOR MEETING THE 2020-2021 DEPARTMENT OF NATURAL RESOURCES STORM WATER PERMIT REQUIREMENTS FOR A NOT TO EXCEED FEE OF \$10,500	ITEM NO. <i>G.11.</i>

BACKGROUND

In April of 2009, the City executed an Intergovernmental Agreement to become a member of the Southeast Wisconsin Clean Water Network for a Storm Water Information and Education Program named Keep Our Water Clean. The program provides services which identify and educate the public to the negative impacts of storm water runoff from urban lands to local streams and is subject to a WPDES Municipal Separate Storm Sewer Discharge General Permit under NR 216 Wisconsin Administrative Code. The permit requires municipalities to implement an information and education program related to water pollution caused by storm water discharges.

Root-Pike Watershed Initiative Network (Root-Pike WIN) was founded as a cooperative effort with the Wisconsin Department of Natural Resources to address specific issues within the Root-Pike basin and has historically been administering this program.

ANALYSIS

The attached letter and contract would resume the required education services for the 2020-2021 timeframe. The main differences between the 2020-2021 contract and the 2018-2019 contract are:

- the elimination of the organized Southeastern Wisconsin Clean Water Network and associated group meetings,
- removal of a separate fiscal agent and associated fees,
- reduction of RPW staffing hours and benefits,
- cancellation of the construction weather app development, and
- deletion of the mass mailings

The reduction of scope was necessary given the absence of DNR funding for 2020-2021, which accounted for about half of the total program budget in previous years.

Again, these efforts are a REQUIREMENT of Franklin's stormwater permit. Without participating in a regional effort, Franklin Staff would need to perform these services.

Root-Pike WIN needs confirmation of our participation by December 15, 2019.

OPTIONS

- A. Authorize a contract with Root-Pike WIN for the required communications and outreach; or
- B. Provide further direction to staff.

FISCAL NOTE

There is \$5,250 allocated in the 2020 highway budget for this work.

RECOMMENDATIONS

(Option A) Resolution 2019-_____ a resolution authorizing the City to execute a contract for professional services with Root-Pike WIN for information and education program for meeting the 2020-2021 Department of Natural Resources storm water permit requirements for a not to exceed fee of \$10,500.
Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES WITH ROOT-PIKE WIN FOR INFORMATION AND EDUCATION PROGRAM FOR MEETING THE 2020-2021 DEPARTMENT OF NATURAL RESOURCES STORM WATER PERMIT REQUIREMENTS FOR A NOT TO EXCEED FEE OF \$10,500

WHEREAS, in 2009, the City executed an Intergovernmental Agreement to become a member of the Southeast Wisconsin Clean Water Network for a Storm Water Information and Education Program named Keep Our Water Clean; and

WHEREAS, the program provides services which identify and educate the public to the negative impacts of storm water runoff from urban lands to local streams and is subject to a WPDES Municipal Separate Storm Sewer Discharge General Permit under NR 216 Wisconsin Administrative Code.; and

WHEREAS, Root-Pike Watershed Initiative Network (Root-Pike WIN) was founded as a cooperative effort with the Wisconsin Department of Natural Resources to address specific issues within the Root-Pike basin and has historically been administering this program; and

WHEREAS, it benefits the City of Franklin in many ways to work with Root-Pike WIN in this program.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Franklin execute a contract for professional services with Root-Pike WIN for information and education program for meeting the 2020-2021 department of natural resources storm water permit requirements for a not to exceed fee of \$10,500.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2019, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



Restoring, Protecting and Sustaining the Root-Pike Basin

November 4, 2019

Glen Morrow, P.E.
City Engineer – City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

RE: STORMWATER PERMIT REQUIREMENTS FOR COMMUNICATIONS AND OUTREACH

Dear Glen,

After ten years of support for the *Respect Our Waters* stormwater education and outreach program, the Department of Natural Resources has decided not to renew funding of the program through their UNPS Surface Water Management Grant program. The criteria changed from previous years and now supports more stormwater planning programs and was weighted heavier on municipalities outside of SE Wisconsin and/or in watersheds with Total Maximum Daily Load (TMDL) restrictions.

While this news is very disappointing, Root-Pike Watershed Initiative Network (WIN) has a plan to continue servicing your municipality's stormwater outreach requirements at the same 2018-2019 contract rates.

In the following pages, you will find a report on the value Root-Pike WIN has provided, the ways in which our services help you meet the DNR's specific requirements, and a two-year contract that renews your relationship with Root-Pike WIN. **Should you decide NOT to renew your contract directly with Root-Pike WIN, your municipality will be responsible for meeting these requirements on your own.**

While the DNR's funding made it possible to do expansive communications, Root-Pike WIN can continue to offer your municipality a high-level of service at very competitive rates. We are mission-driven, so we not only do this work at not-for-profit rates, we do it with a passion for clean water.

For more than 25 years, we have been part of this community and for that we are thankful. No other 501(c)3 is dedicated to restoring, protecting and sustaining the rivers in SE Wisconsin with DNR/EPA-approved watershed restoration plans. **The deadline for renewal with Root-Pike WIN is December 15, 2019.** Please reach out to me with any questions or concerns. We hope you will continue to entrust in Root-Pike WIN for your stormwater education and outreach needs.

Very Sincerely,

Dave Giordano
Executive Director
262-898-2055



Restoring, Protecting and Sustaining the Root-Pike Basin

HISTORY

Root-Pike WIN founded the *Respect Our Waters* program in 2009 as a way for municipalities to provide stormwater education and outreach to residents, and municipal leaders and staff in an efficient and cost-effective manner. The *Respect Our Waters* program educates residents through informational mailers, social media, emails and events through a collective of municipalities who share the cost of the program. The program is designed to change homeowner habitats related to water quality while realizing economies of scale with regard to the development and management of the program. The Southeastern Wisconsin Clean Water Network (SWCWN) works with municipal leadership and their technical experts to implement best practices for improving the quality of stormwater runoff and reducing flooding. Root-Pike WIN also advances projects and programs in our DNR/EPA-approved Nine Key Element watershed restoration plans, by working with SWCWN members. This public-private partnership is a win/win for both Root-Pike WIN and SWCWN members as projects in these plans measurably reduce flooding, increase water quality, improve native habitats, and ultimately create more places in your municipality where people want to be. Below is a recap of the 2018 program:

Respect Our Waters

The *Respect Our Waters* program helps us achieve a key Education and Public Outreach recommendation in our Watershed Restoration Plans. Last year, our *Respect Our Waters* program reached more than 218,000 residents in Southeastern Wisconsin. Leaf and yard waste management mailers were sent to 85,000 residents and road salt usage mailer sent to 80,000 residents. We also launched 12 Facebook campaigns reaching 218,000 people with nearly 500 comments on topics like road salt, pet waste and E.coli. Our traditional outreach included 24 events in 15 municipalities to help raise awareness by way of *Sparkles the Water Spaniel*, our gregarious water quality mascot.

Southeastern Wisconsin Clean Water Network

Part of *Respect Our Waters*, the Southeastern Wisconsin Clean Water Network is made up of 21 municipalities plus the UW-Parkside. The goal of the program is to bring stormwater runoff pollution awareness and best management practices to these stormwater permit holders' residents. We held four events for our Southeastern Wisconsin Clean Water Network members to educate them on innovative solutions to stormwater issues at the municipal level. Topics covered natural treatment systems, leaf collection programs, watershed restoration plan projects, and greenspace naturalization techniques at Myers Park in the City of Racine.



MEETING PERMIT REQUIREMENTS

Root-Pike WIN has been working with municipalities to meet storm water discharge permit requirements with a turnkey communications programs funded by a cooperative made up of each municipality and the Department of Natural Resources. The following excerpts that pertain to our services are found in the State of Wisconsin's N R 216 storm water discharge permit requirements.

"NR 216.07 Permit requirements. The department shall issue permits using the information provided by the applicant and other pertinent information when developing permit conditions. Permits shall, at a minimum, require all of the following:

(1) Public education and outreach

(a) A public education and outreach program to distribute materials to the public or conduct equivalent public outreach to increase awareness of storm water impacts on waters of the state. The program shall at a minimum be designed to achieve all of the following:

- 1. Promote detection and elimination of illicit discharges or water quality impacts associated with discharges from municipal separate storm sewer systems*
- 2. Inform and educate the public to facilitate the proper management of materials and encourage the public to change their behavior that may cause storm water pollution from sources including automobiles, pets, household hazardous waste and household practices.*
- 3. Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides.*
- 4. Promote the management of stream banks and shorelines by riparian landowners to minimize erosion, and restore and enhance the ecological values of the waterway.*
- 5. Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks*

(b) A program that includes elements to achieve all of the following.

- 1. Inform and educate those responsible for the design, installation or maintenance of construction site erosion control and storm water management practices on how to design, install and maintain the practices.*
- 2. Target businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences such as lawn care companies and restaurants on methods of storm water pollution prevention.*
- 3. Promote environmentally sensitive land development designs by developers and designers.*

Note: The public education and outreach program should be tailored, using a mix of locally appropriate strategies to educate the general public and target specific audiences likely to have significant storm water impacts."



Restoring, Protecting and Sustaining the Root-Pike Basin

Contract for Professional Services

Information & Education Program for Meeting the Department of Natural Resources Storm Water Permit Requirements

January 1, 2020-December 31, 2021

Provided by: Root-Pike Watershed Initiative Network



Restoring, Protecting and Sustaining the Root-Pike Basin

PART I: SERVICES

A. PROGRAM Description

- 1 The service contract is dated January 1, 2020, and is between Root-Pike Watershed Initiative Network, Inc. (hereinafter referred to as the “Contractor”) and the **City of Franklin** (hereinafter referred to as the “Client”). The Contractor will provide services to coordinate and execute a two-year public outreach, education and public participation project for the Client on behalf of Root River, Pike River, Pike Creek, Oak Creek, Wind Point and the Upper Des Plaines watersheds in fulfilling the Information and Education requirements of their State of Wisconsin issued stormwater discharge permits (Wis. Admin. Code, Chapter NR 216). The PROGRAM will continue to be known as *Respect Our Waters* (hereinafter referred to as the “PROGRAM”).
2. The PROGRAM has the following objectives during the term of this contract, per the NR 216 requirements:
 - NR 216.07(1)(b)1. Inform and educate those responsible for the design, installation or maintenance of construction site erosion control and storm water management practices on how to design, install and maintain the practices.
 - NR 216.07(1)(a)2. Inform and educate the public to facilitate the proper management of materials and encourage the public to change their behavior that may cause storm water pollution from sources including automobiles, pets, household hazardous waste and household practices;
 - NR 216.07(1)(a)3. Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides;
 - NR 216.07(1)(a)4. Promote the management of stream banks and shorelines by riparian landowners to minimize erosion, and restore and enhance the ecological values of the waterway;
 - NR 216.07(1)(a)5. Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks;
- 3 The PROGRAM may address the following requirements should the opportunity arise:
 - NR 216.07(1)(a)1. Promote detection and elimination of illicit discharges or water quality impacts associated with discharges from municipal separate storm sewer systems;
 - NR 216.07(1)(b)2. Target businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences such as lawn care companies and restaurants on methods of storm water pollution prevention;
 - NR 216.07(1)(b)3. Promote environmentally sensitive land development designs by developers and designers.



Restoring, Protecting and Sustaining the Root-Pike Basin

B. Scope

Target Audience: Based on the results from the 2010 and 2016 household surveys administered under this PROGRAM, the Contractor will target the 'homeowner families with children' demographic who live in the geographic area served by the Client and perform their own yard work, wash their cars, and walk their dogs. The Contractor will also target specific sub-watershed units if they are defined in one of our EPA/DNR-approved Nine Key Element Watershed Restoration Plans as a pollutant "hotspot".

Message: The Contractor, and originator of the Respect Our Waters PROGRAM, will continue the *Respect Our Waters* (also known as "ROW") campaign featuring *Sparkles the Water Spaniel* and the main slogan of "Clean water is a matter of proper training!" Ten television advertisements were created for the campaigns between 2012 and 2014 (three :15 spots and seven :30 spots) focusing on managing pet waste, yard waste, lawn chemicals, leaky car chemicals, rain barrels, rain gardens, and illicit dumping into storm sewers. Since they are still relevant and effective, the 2020-2021 campaign will use these same advertisement videos, available on the campaign website and YouTube channel. All other outreach activities, as outlined in the scope of work below, will use similar messaging to meet objectives described in section A.3. of this contract. The Contractor will also use the data, conclusions and recommendations in our three, EPA/DNR-approved Nine Key Element Watershed Restoration Plans for education and outreach to a variety of audiences with targeted messaging.

1. Community Outreach Events

Goal: Participate in at least one event in your municipality to promulgate the *Respect Our Waters* campaign.

Deliverable: The Contractor will participate in a minimum of one community event over the course of the 2020-2021 contract period for the *Respect Our Waters* campaign. The Contractor will engage event attendees using a stormwater runoff model demonstration, engaging displays, children's games and activities, and numerous free giveaway publications and other items. The Contractor will provide all the necessary components to complete this part of the program by coordinating and staffing the events, supplying the materials and equipment already in the Contractors possession. This also covers travel costs and insurance. The events satisfy:

- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions



Restoring, Protecting and Sustaining the Root-Pike Basin

2. Storm Water “Hot Spots” Targeting

Goal: Reduce pollution numbers for total suspended solids, chlorides phosphorus, *E. coli* and nitrogen via targeted outreach to residents in a specific Nine Element Plan-identified pollutant hotspot area in each member municipality. Reduce pollution numbers for phosphorus, *E. coli* and nitrogen.

Deliverable: The Contractor will raise awareness of hotspot issues and provide solutions to residents using targeted outreach in the form of mailings and in-person contact. The Contractor will use the EPA/DNR-approved Nine Key Element Watershed Restoration Plans as the default guide for outreach and solutions. The Contractor will adapt the messaging as necessary where a Nine Key Element plan does not exist or cover a specific runoff pollutant issue. The Contractor will work to bring awareness and action to issue and may work with The Client and/or landowner to resolve the issue as part of physical project under a separate contract/project. This outreach satisfies:

- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions

3. Public Awareness Communications

Goal: Promote solutions that address the critical watershed issues in local print and online publications.

Deliverable: The Contractor will create story pitches regarding the PROGRAM that get published in print and online to audiences using more targeted local media (newspapers, community magazines, and municipal sites, etc.). This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction erosion control
- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions

4. Social Media Communications

Goal: Bring awareness to urban watershed issues and solutions for homeowners through ongoing mass communications.

Deliverable: The Contractor will develop content, create website updates and implement social media posts. This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction erosion control
- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions



Restoring, Protecting and Sustaining the Root-Pike Basin

5. Construction Site Erosion Prevention

Goal: Communicate the importance of erosion control practices to local construction companies by working with field staff and leadership.

Deliverable: The contractor will Identify and communicate with construction leaders about the importance of erosion control during rain events. This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction sites



Restoring, Protecting and Sustaining the Root-Pike Basin

C. PROGRAM Budget



Restoring, Protecting and Sustaining the Root-Pike Basin

D. Assumptions & Conditions

This agreement is subject to the following terms & conditions:

1. The Client agrees to make an annual payment to the Contractor to fund the PROGRAM in the dollar amount described in the Proposal and this Contract and agree to make payments no later than February 1, 2020 and February 1, 2021 unless other arrangements are made with the Client.
2. The Contractor agrees to be the fiscal agent for the duration (two years) of the PROGRAM, commencing January 1, 2020 and ending December 31, 2021 and will receive financial remuneration (built into PROGRAM budget) for its services to cover costs incurred for program management, accounting, operations, insurance and legal needs.
3. The Contractor will complete the tasks listed in the Scope between January 1, 2020 and December 31, 2021.
4. The Contractor will submit an annual report to the Client on or before January 31, 2021 and January 31, 2022.
5. Should the DNR change the education and outreach requirements of your storm water discharge permit before the term of this contract expires, The Contractor will adjust the scope, schedule and costs to meet the new requirements, and provide The Client a revised contract for approval of the new PROGRAM.

E. Team

The Contractor will provide the following personnel to provide services to the Client. If any of these persons become unavailable, the Contractor will notify and secure approval from the Client prior to replacement of such persons. Any person replacing team members shall have similar or superior qualifications. The following personnel will provide services for this PROGRAM.

- Dave Giordano, Executive Director, Root-Pike Watershed Initiative Network (primary contact)
- Allison Thielen, Office Manager, Root-Pike Watershed Initiative Network

F. Decisions

The Contractor will follow the approved budget and scope of services with input from the Client to implement the PROGRAM. Most content can be developed and implemented by the Contractor, but final content and reach decisions will be made by the Client should a dispute arise.



Restoring, Protecting and Sustaining the Root-Pike Basin

PART II: COMPENSATION

A. Compensation

Compensation to the Contractor for services rendered January 1, 2020 through December 31, 2021 (two years) by employees working on the PROGRAM in accordance with PART I, services of the Agreement will be for a not-to-exceed fee of **\$11,400** to implement the PROGRAM over the two-year term of the contract. This fee includes salary and reimbursable items including mileage, copies, printing, postage, materials, subcontractors, promotional items and other reimbursable expenses in the PROGRAM budget directly related to the implementation of the PROGRAM, as well as financial remuneration for the Client.

B. Billing and Payment

- 1 The Contractor will provide a yearly accounting report of all PROGRAM expenses during the term of the contract from January 1, 2020 to December 31, 2021. The Contractor can provide standard reports from QuickBooks as needed by the Client.
2. The Contractor shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.



Restoring, Protecting and Sustaining the Root-Pike Basin

PART III: CONTRACTOR STANDARD TERMS AND CONDITIONS

STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code. The Contractor, upon notice from the Client, will re-perform any non-conforming services without additional compensation. If deficiencies are not corrected in a timely manner, the Client may cause the same to be corrected and deduct costs incurred by reason of such deficiency from the Contractor's compensation.

CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on the facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Contractor and the Client. The Contractor will promptly notify the Client if any perceived changes of scope in writing and the parties shall negotiate modifications to the Agreement with input from the Wisconsin Department of Natural Resources. No payment for services beyond those described in the original scope will be authorized without a written modification to this Agreement.

DELAYS. If events beyond the control of the Contractor, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay.

TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement. If the Contractor fails to correct or cause to be corrected such failure to perform within ten (10) days of written notice by the Client, the Contractor shall be deemed to be in default of this Agreement. The Contractor will return all unused and uncommitted funds within 30 days.

REUSE OF INSTRUMENTS OF SERVICE. All reports, publications, artwork, electronic files, and other documents prepared by the Contractor as instruments of service shall remain the property of the Contractor. The Contractor shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by the Contractor for the intended purposes, shall be at the Contractor's sole risk.

VENDOR COSTS. Any opinion of vendor costs prepared by the Contractor is supplied for the general guidance only. Since the Contractor has no control over bidding or market conditions, the Contractor cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the Contractor or its clients.



Restoring, Protecting and Sustaining the Root-Pike Basin

SAFETY. The Contractor shall establish and maintain PROGRAMs and procedures for the safety of its employees. The Contractor specifically disclaims an authority or responsibility for general job safety and safety of persons other than the Contractor's employees.

MODIFICATION. This Agreement, upon execution by both parties hereto, can be modified only by written instrument signed by both parties.

INSURANCE. The Contractor shall maintain insurance coverage as described herein:

Comprehensive General Liability	\$1,000,000	occurrence/aggregate
Automobile Liability	\$1,000,000	occurrence/aggregate
Worker's Compensation/Employers Liability	Statutory	
Professional Liability	\$1,000,000	occurrence/aggregate
Umbrella Liability	\$1,000,000	occurrence/aggregate

INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify and hold the Client harmless from and against any and all claims of any party or parties that make a demand, bring a claim, or institute a legal action allegedly arising out of the Agreement and/or the PROGRAM and the Contractor further agrees to indemnify and hold the Client harmless for any loss, liability, and damages sustained by the Contractor, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property. This provision extends to all attorney's fees, costs, interest and resulting settlement amounts and/or judgments.

ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party.

NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of the Agreement or operate as a waiver of any future default, whether like or different in character.

SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

INDEPENDENT CONTRACTOR STATUS. The Contractor has "Independent Contractor Status" and will maintain complete control of and responsibility for its employees, agents, methods, and operations.



Restoring, Protecting and Sustaining the Root-Pike Basin

DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Contractor and the Client agree to attempt to resolve such disputes in the following manner. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if such negotiations fail, either party may pursue an action in the circuit courts of the State of Wisconsin.



Restoring, Protecting and Sustaining the Root-Pike Basin

PART IV: AGREEMENT

This Agreement is by and between the Contractor:

Root-Pike Watershed Initiative Network
800 Center Street, Room 118, Racine, WI 53403
Mailing: P.O. Box 044164, Racine, WI 53404
262-898-2055 / dave@rootpikewin.org

and

The Client
City of Franklin

Who agree as follows:

Root-Pike Watershed Initiative Network hereby agrees to perform the services set forth in Part I/Services for the compensation set forth in Part II/compensation. Root-Pike Watershed Initiative Network shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from the **City of Franklin**. The **City of Franklin** and the Root-Pike Watershed Initiative Network agree that this signature page, together with Parts I-III, constitute the entire Agreement between them relating to the PROGRAM.

Approved for
Root-Pike Watershed Initiative Network

Approved for
City of Franklin

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Restoring, Protecting and Sustaining the Root-Pike Basin

December 12, 2019

Glen Morrow, P.E.
City Engineer - City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

RE: CORRECTION TO 2020-2021 RESPECT OUR WATERS CONTRACT RATES

Dear Glen,

Root-Pike Watershed Initiative Network incorrectly provided you the renewal rate for our 2020 and 2021 *Respect Our Waters* storm water public education and outreach services proposal. The total value of the two-year contract should be **\$10,500**, not \$11,400. All services proposed in the renewal contract dated November 4, 2019 remain the same. The cost per year will be **\$5,250** as was paid in 2019. That rate is the same for 2021 as well.

We apologize for the error and look forward to continuing our clean water efforts with the City of Franklin through this program. Please let me know if you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Giordano".

Dave Giordano
Executive Director

APPROVAL <i>slw</i> <i>pk</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Dec 17, 2019
	City of Franklin Audit Agreement between Baker Tilly LLP and the City of Franklin for audit of the 2019 annual financial statements	ITEM NUMBER <i>G, 12.</i>

By state statute, the City of Franklin is required to have a financial audit, which must be submitted to the Wisconsin Dept of Revenue by July 31 each year. The City engages an Audit firm to perform the audit annually.

There are several deliverables from this engagement including an auditor's opinion on the Comprehensive Annual Financial Report. This report is required to be posted to the Municipal Securities Rulemaking Board (MSRB) to comply with agreements connected to City Debt Offerings in the public debt markets. The auditors will report the findings of their work to the Finance Committee and the Common Council upon completion. They will provide several communications direct to the Common Council on any findings of material deficiencies in internal controls which aid in preparation of financial statements

To qualify for General Transportation Aids, the City is required to file an annual report reviewed by our auditors with the Dept of Revenue by May 15. This audit will include the required communication from our auditors for that annual report.

In the summer of 2016, a Request for Proposal was circulated to a group of qualified auditing firms. In September 2016, Baker Tilly was awarded the audit by Common Council Action with the recommendation of the Finance Committee.

The Baker Tilly LLP engagement letter for 2019 is a contractual agreement. The City Attorney is reviewing the 2019 agreement.

The amount of the estimated audit fees for the 2019 year has been included in 2019 budget. The fee is approximately \$40,850, allocated to multiple funds.

The Director of Finance is recommending approval of the agreement.

COUNCIL ACTION REQUESTED

Motion to direct the Mayor, City Clerk and Director of Finance & Treasurer to execute the Audit Agreement between Baker Tilly LLP and the City of Franklin for an audit of the 2019 annual financial statements subject to technical corrections by the City Attorney.



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December 9, 2019

Mr. Paul Rotzenberg
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

Dear Mr. Rotzenberg

Thank you for using Baker Tilly Virchow Krause, LLP ("Baker Tilly" or "we" or "our") as your auditors.

The purpose of this letter (the "Engagement Letter") is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Franklin ("you" or "your").

Services and Related Report

We will audit the basic financial statements of the City of Franklin as of and for the year ended December 31, 2019, and the related notes to the financial statements. Upon completion of our audit, we will provide the City of Franklin with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the City of Franklin, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

In order to perform the professional services outlined in this Engagement Letter, Baker Tilly requires access to information subject to Title II of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Federal law requires Baker Tilly to execute a Business Associate Agreement ("BA Agreement") prior to being granted this information. For your convenience, we have attached our firm standard BA Agreement for your review and signature as Addendum B. Please execute and return a copy with this Engagement Letter, keeping the original BA Agreement on file with your HIPAA compliance records.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

Combining and Individual Fund Financial Statements
Budgetary Comparison Schedules
Schedules of Capital Assets Used in Governmental Activities

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City of Franklin

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Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, to supplement the City of Franklin's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Franklin's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited

Management's Discussion and Analysis
OPEB - related schedules
Pension - related schedules

We will read the following other information accompanying the financial statements to identify any material inconsistencies with the audited financial statements, however, the other information will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information

Introductory Section
Statistical Section

The Schedule of Reconciliation Between the Basic Financial Statements and the 2019 Financial Report Form C required by Tax 16 accompanying the financial statements will also be subject to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities.

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The audit will include obtaining an understanding of the City of Franklin and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards.

We will design our audit to obtain reasonable, but not absolute, assurance of detecting errors or fraud that would have a material effect on the financial statements as well as other illegal acts having a direct and material effect on financial statement amounts. An audit is not designed to detect error or fraud that is immaterial to the financial statements. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the financial statements. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the financial statements and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures, (b) difficulties encountered in performing the audit, (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures, and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

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.

Mr Paul Rotzenberg
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Management's Responsibilities

The City of Franklin's management is responsible for the financial statements referred to above. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls over financial reporting, the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, and for reporting financial information in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the City of Franklin involving (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements, and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the City of Franklin received in communications from employees, former employees, analysts, grantors, regulators, or others.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any documentation that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP, (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed the reasons for such changes), and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Franklin complies with the laws and regulations applicable to its activities.

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited financial statements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements.

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Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the "Act"). Baker Tilly is not recommending an action to the City of Franklin, is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Non-Attest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain non-attest services. For purposes of this letter, non-attest services include services that *Government Auditing Standards* refers to as non-audit services

Non-attest services that we will be providing are as follows:

- > Financial statement preparations
- > Adjusting journal entries
- > Compiled regulatory reports

None of these non-attest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*

We will not perform any management functions or make management decisions on your behalf with respect to any non-attest services we provide.

In connection with our performance of any non-attest services, you agree that you will

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the non-attest services we perform.
- > Accept responsibility for the results of our non-attest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the non-attest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

In addition to the audit services discussed above, we will compile the Public Service Commission Annual Report. See Addendum A attached, which is an integral part of this Engagement Letter.

Mr. Paul Rotzenberg
City of Franklin

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Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Franklin must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly Virchow Krause, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report Baker Tilly Virchow Krause, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation, or professional standards to make certain documentation available to regulators, the City of Franklin hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Franklin's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Franklin is unable to provide such schedules, information, and assistance, Baker Tilly and you will mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

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Our fees for services outlined in this letter are as follows

	2019
City	\$ 24,975
Water	4,350
Sewer	4,350
TIF Funds (5)	3,075
Form C	2,050
PSC Report	<u>2,050</u>
Total	<u>\$ 40,850</u>

The fees above are fixed and not-to-exceed amounts. They are based on the known facts and circumstances as noted in our proposal dated July 6, 2016. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. Our fees do include routine questions throughout the year fielded by Baker Tilly personnel. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5% per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision, and billing arrangements we use in connection with these professionals.

Any additional services that may be requested and we agree to provide will be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Franklin, unless otherwise prohibited. In the event we are requested by the City of Franklin or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Franklin, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

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Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Franklin, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course be happy to provide the City of Franklin with any other services you may find necessary or desirable.

Legal Terms

In no event shall either party be liable for any punitive damages arising out of or related to this Engagement Letter, even if the other party has been advised of the possibility of such damages.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

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Insurance

Baker Tilly shall, during the life of the agreement, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

- A. Limit of General/Commercial Liability \$2,000,000
- B. Automobile Liability Bodily Injury/Property Damage \$1,000,000
- C. Excess Liability for General Commercial or Automobile Liability \$10,000,000
- D. Worker's Compensation and Employers' Liability \$500,000
- E. Professional Liability \$2,000,000

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

Release

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, City of Franklin personnel or agents, that is not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

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Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Baker Tilly Virchow Krause, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the City of Franklin and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Franklin's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to the provisions relating to conflict of laws. The parties herein acknowledge that this contract is subject to the Wisconsin Open Records law

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We appreciate the opportunity to be of service to you.

If there are any questions regarding the Engagement Letter, please contact Paul J. Frantz, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards. Paul J. Frantz is available at 414 777 5506, or at paul.frantz@bakertilly.com.

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP



Enclosures

The services and terms as set forth in the Engagement Letter are agreed to by

Official's Name	
Official's Signature	
Title	
Date	

<u>CONTRACT APPROVAL</u>	
Mayor	Date
Director of Clerk Services/City Clerk	Date
Director of Finance & Treasurer	Date
City Attorney (as to form)	Date
Common Council Approval	Date

ADDENDUM A

We will perform the following services

1. We will compile, from information you provide, the Public Service Commission Annual Report, including the balance sheets of the Franklin Municipal Water Utility, an enterprise fund of the City of Franklin, as of December 31, 2019 and 2018, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2019. Upon completion of the Public Service Commission Annual Report, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the City of Franklin, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the Public Service Commission Annual Report to you as a result of this engagement.

Our report on the Public Service Commission Annual Report of the City of Franklin is presently expected to read as follows

Management is responsible for the balance sheets of the Franklin Municipal Water Utility, an enterprise fund of the City of Franklin, as of December 31, 2019 and 2018, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2019 included in the accompany prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards of Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements included in the prescribed form.

These financial statements included in the accompanying prescribed form are presented in accordance with the requirements of the Public Service Commission of Wisconsin, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Public Service Commission of Wisconsin and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The City of Franklin's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements included in the form prescribed by the Public Service Commission of Wisconsin, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

**ADDENDUM B
BUSINESS ASSOCIATE AGREEMENT
BETWEEN CITY OF FRANKLIN
and
BAKER TILLY VIRCHOW KRAUSE, LLP**

THIS BUSINESS ASSOCIATE AGREEMENT (BA Agreement) replaces previous business associate agreements between Baker Tilly Virchow Krause, LLP (Business Associate) and City of Franklin (Covered Entity) (each a "Party" and collectively the "Parties") and is effective on December 9, 2019 ("Effective Date").

1. PREAMBLE

Covered Entity and Business Associate enter into this BA Agreement to comply with the requirements of (i) the implementing regulations at 45 C.F.R. Parts 160, 162 and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (i.e., the HIPAA Privacy, Security, Electronic Transaction, Breach Notification and Enforcement Rules the (Implementing Regulations)), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 the (HITECH Act) that are applicable to business associates and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules as issued on January 25, 2013, and effective March 26, 2013, (75 Fed. Reg. 5566 (Jan. 25, 2013)) the (Final Regulations). The Implementing Regulations, the HITECH Act and the Final Regulations are collectively referred to in this BA Agreement as the "HIPAA Requirements".

Covered Entity and Business Associate agree to incorporate into this BA Agreement any regulations issued by the U.S. Department of Health and Human Services (DHHS) with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

2. DEFINITIONS

(a) "Breach" shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.

(b) "Business Associate Subcontractor" shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.

(c) "Electronic PHI" shall mean, as defined in 45 C.F.R. § 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.

(d) "Limited Data Set" shall mean, as defined in 45 C.F.R. § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers or household members of the individual:

- (i) Names,
- (ii) Postal address information, other than town or city, State and zip code,
- (iii) Telephone numbers,
- (iv) Fax numbers,
- (v) Electronic mail addresses,
- (vi) Social security numbers,

- (vii) Medical record numbers,
- (viii) Health plan beneficiary numbers,
- (ix) Account numbers,
- (x) Certificate/license numbers,
- (xi) Vehicle identifiers and serial numbers, including license plate numbers,
- (xii) Device identifiers and serial numbers,
- (xiii) Web Universal Resource Locators (URLs),
- (xiv) Internet Protocol (IP) address numbers,
- (xv) Biometric identifiers, including finger and voice prints, and
- (xvi) Full face photographic images and any comparable images.

(e) "Protected Health Information" or "PHI" shall mean, as defined in 45 C.F.R. § 160.103, information created or received by a Health Care Provider, Health Plan, employer or Health Care Clearinghouse, that (i) relates to the past, present or future physical or mental health or condition of an individual, provision of health care to the individual or the past, present or future payment for provision of health care to the individual, (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term "Protected Health Information" or "PHI" in this BA Agreement shall mean both Electronic PHI and non-Electronic PHI, unless another meaning is clearly specified

(f) "Security Incident" shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

(g) "Unsecured Protected Health Information" shall mean, as defined in 45 C.F.R. § 164.402, Protected Health Information that is not rendered unusable, unreadable or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.

(h) All other capitalized terms used in this BA Agreement shall have the meanings set forth in the applicable definitions under the HIPAA Requirements

3. GENERAL TERMS

(a) In the event of an inconsistency between the provisions of this BA Agreement and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence

(b) Where provisions of this BA Agreement are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this BA Agreement shall control.

(c) Except as expressly provided in the HIPAA Requirements or this BA Agreement, this BA Agreement does not create any rights in third parties.

4. SPECIFIC REQUIREMENTS

(a) **Flow-Down of Obligations to Business Associate Subcontractors.** Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that (i) requires them to comply with the Privacy and Security Rule provisions of this BA Agreement in the same manner as required of Business Associate and (ii) notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.

(b) **Privacy of Protected Health Information**

(i) **Permitted Uses and Disclosures of PHI.** Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this BA Agreement or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Engagement Letter and this BA Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "Treatment, Payment, and Health Care Operations," as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(1) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this BA Agreement, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by Section 4(d)(ii) below.

(2) Business Associate shall establish, implement and maintain appropriate safeguards and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this BA Agreement.

(ii) **Business Associate Obligations.** As permitted by the HIPAA Requirements, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if

(1) the use relates to (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate or (2) data aggregation services relating to the health care operations of the Covered Entity or

(2) the disclosure of information received in such capacity will be made in connection with a function, responsibility or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any Breaches of confidentiality.

(iii) **Minimum Necessary Standard and Creation of Limited Data Set.** Business Associate's use, disclosure or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Engagement Letter and this BA Agreement, Business Associate agrees to use, disclose or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure or request.

(iv) Access. In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, Business Associate will make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.

(v) Disclosure Accounting Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.

(vi) Amendment. Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements

(vii) Right to Request Restrictions on the Disclosure of PHI and Confidential Communications. If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.

(viii) Return or Destruction of PHI Upon the termination or expiration of the Engagement Letter or this BA Agreement, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies) or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this BA Agreement and of the HIPAA Requirements to the PHI and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.

(ix) Availability of Books and Records. Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books and records relating to the use and disclosure of PHI in connection with this BA Agreement.

(x) Termination for Breach

(1) Business Associate agrees that Covered Entity shall have the right to terminate this BA Agreement or seek other remedies if Business Associate violates a material term of this BA Agreement.

(2) Covered Entity agrees that Business Associate shall have the right to terminate this BA Agreement or seek other remedies if Covered Entity violates a material term of this BA Agreement

(c) Information and Security Standards

(i) Business Associate will develop, document, implement, maintain and use appropriate Administrative, Technical and Physical Safeguards to preserve the Integrity, Confidentiality and Availability of, and to prevent non-permitted use or disclosure of, Electronic PHI created or received for or from the Covered Entity

(ii) Business Associate agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.

(iii) More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Business Associate agrees that it shall

(1) Implement Administrative, Physical and Technical Safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the Confidentiality, Integrity and Availability of Electronic PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the documentation requirements as required by the HIPAA Requirements,

(2) As also provided for in Section 4(a) above, ensure that any Business Associate Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI,

(3) Report to Covered Entity any unauthorized access, use, disclosure, modification or destruction of PHI (including Electronic PHI) not permitted by this BA Agreement, applicable law or permitted by Covered Entity in writing ("Successful Security Incidents" or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in Section 4(d)(iii)(1),

(4) For Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line or malware such as worms or viruses) ("Unsuccessful Security Incidents"), aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 4(d)(iii)(2),

(5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification or destruction of PHI,

(6) Permit termination of this BA Agreement if the Covered Entity determines that Business Associate has violated a material term of this BA Agreement with respect to Business Associate's security obligations and Business Associate is unable to cure the violation, and

(7) Upon Covered Entity's request, provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI.

(d) Notice and Reporting Obligations of Business Associate

(i) Notice of Non-Compliance with the BA Agreement. Business Associate will notify Covered Entity within 30 calendar days after discovery, any unauthorized access, use, disclosure, modification or destruction of PHI (including any successful Security Incident) that is not permitted by this BA Agreement, by applicable law or permitted in writing by Covered Entity, whether such non-compliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.

(ii) Notice of Breach. Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than 30 calendar days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.

(1) As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any non-permitted acquisition, access, use or disclosure of PHI and (ii) assist Covered Entity in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.

(2) Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.

(iii) Reporting Obligations.

(1) For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than 30 calendar days after Business Associate learns of such non-permitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that will

- a. Identify (if known) each individual whose Unsecured Protected Health Information has been or is reasonably believed by Business Associate to have been accessed, acquired or disclosed,
- b. Identify the nature of the non-permitted access, use or disclosure including the date of the incident and the date of discovery,
- c. Identify the PHI accessed, used or disclosed (e.g., name, social security number, date of birth),
- d. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or will take to prevent further non-permitted accesses, uses or disclosures,
- e. Identify what Business Associate (or Business Associate Subcontractor) did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure, and
- f. Provide such other information, including a written report, as the Covered Entity may reasonably request

(2) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that:

- a. identifies the categories of Unsuccessful Security Incidents as described in Section 4(c)(iii)(4),
- b. indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts and
- c. if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.

(iv) Termination.

(1) Covered Entity and Business Associate each will have the right to terminate this BA Agreement if the other Party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this BA Agreement and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.


(2) If Business Associate or Covered Entity fail to cure the material breach or end the violation after the other Party's notice, Covered Entity or Business Associate (as applicable) may terminate this BA Agreement by providing Business Associate or Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice

(v) Continuing Privacy and Security Obligations. Business Associate's and Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained or transmitted in connection with services to be provided under the Engagement Letter and this BA Agreement will be continuous and survive termination, cancellation, expiration or other conclusion of this BA Agreement or the Engagement Letter. Business Associate's other obligations and rights, and Covered Entity's obligations and rights upon termination, cancellation, expiration or other conclusion of this BA Agreement, are those set forth in this BA Agreement and/or the Engagement Letter.

IN WITNESS WHEREOF, the Parties have signed this BA Agreement on the dates indicated below

BAKER TILLY VIRCHOW KRAUSE, LLP

CITY OF FRANKLIN

By 
Signature

By _____
Signature

Paul Frantz
Print Name

Print Name

Title Partner

Title _____

Date Signed December 10, 2019

Date Signed _____

CONTRACT APPROVAL

Mayor Date

Director of Clerk Services/City Clerk Date

Director of Finance & Treasurer Date

City Attorney (as to form) Date

Common Council Approval Date

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 17, 2019
Reports & Recommendations	ALLOW DPW TO PURCHASE VARIOUS LED LIGHTING SUPPLIES WITH UNSPENT 2019 LIGHTING FUNDS	ITEM NO. <i>6, 13,</i>

BACKGROUND

The Department of Public Works is requesting Council approval to utilize remaining funds in the existing Street Lighting accounts to purchase up to \$40,000.00 of LED street lights.

ANALYSIS

The LED street lights will be used for replacement of current street lighting, to be replaced as needed and staffing allows. The recent intersection improvements at S. 76th Street and W. Rawson Avenue caused DPW to use up a significant amount of spare materials.

LED street lights will increase lifespan and light quality, and decrease electricity and maintenance costs. Staff has measured LED lighting to reduce electrical use by approximately 85%. The equipment will include poles, fixtures, bulbs, wiring, and various other appurtenances.

OPTIONS

- A. Authorize Staff to solicit and purchase various LED lighting equipment using unspent 2019 funds; or
- B. Provide further direction to staff.

FISCAL NOTE

There are approximately \$40,000 of unused 2019 Street Lighting appropriations available for this project.

RECOMMENDATIONS

(Option A) Authorize Staff to solicit and purchase various LED lighting equipment using unspent 2019 funds.

Engineering Department: GEM

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 17, 2019
REPORTS & RECOMMENDATIONS	Carry Over Remaining 2019 Economic Development Non-Personnel Funds to 2020 for Anticipated 2020 Activities	ITEM NUMBER <i>G.14.</i>

The Economic Development Department is requesting two budget carry-forwards for two specific purposes in 2020:

- 1) Marketing. The Economic Development Commission (EDC) is in the process of setting up a 2020 Marketing Plan and has reviewed a proposed slate of potential projects and activities, as shown in the proposal provided by THIEL Brand Design. As the EDC researches the various options and opportunities, a robust plan will require more funding than what is available to the EDC in total non-personnel budget line items in either the remaining 2019 available funds or 2020 available funds. The EDC is, therefore, requesting that the Common Council allow the EDC to carry forward up to \$15,000 from the 2019 funds into the 2020 Marketing Services fund. Combined with the 2020 Marketing Services approved budget of \$8,000, this will allow the EDC and Common Council to select activities to execute in 2020.
- 2) Professional Services for UDO Upgrade. The EDC has determined that the UDO, as a significant tool of and impact to successful economic development planning and activity, needs to be updated to be more effective and easier for the business community to understand and apply. The EDC would like to see the processes for moving business projects through Community Development streamlined, simplified, and documented to reflect an updated UDO and to assist staff and stakeholders involved in development to be more accurate and efficient in how projects move through the process. The EDC would like to carry forward up to \$20,000 from 2019 non-personnel budget line items to the 2020 budget and would then match the carry-forward with an additional \$20,000 from the 2020 budget in order to contribute \$40,000 towards a UDO upgrade.

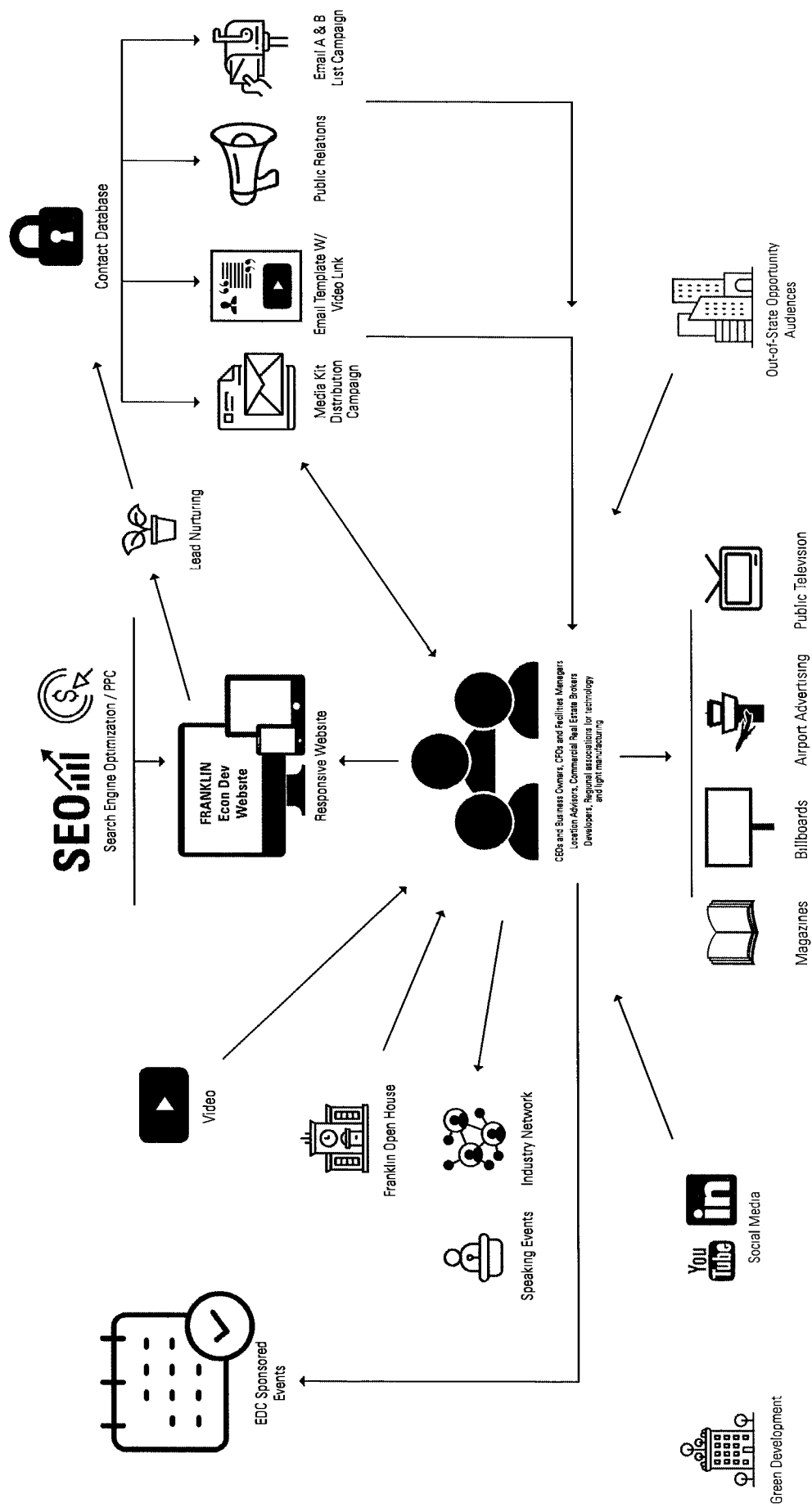
COUNCIL ACTION REQUESTED

Motion to support the carryover of 2019 marketing and professional services funding in the Economic Development Department for a total amount not-to-exceed \$35,000 and to direct the Director of Finance and Treasurer to bring forth a budget modification for such purpose.



City of Franklin Economic Development Marketing System

THIEL





City of Franklin Economic Development Marketing Elements

THIEL



Economic Development Website

Links with Economic Development Department on FranklinWI.gov
Facts & figures about Franklin Economic Development
EDC sponsored events — schedule & enrollment
Video — drone flyovers / business owners testimonials
Social media plug-ins (LinkedIn, YouTube)
Contact form
Optimizing search visibility for organic SEO growth
Link to Tourism Website
CTA — Contact Calli Berg



Media Kit

Handout / Mailable / Emailable
Tell the Franklin Wisconsin advantage story
Send to developers or business owners looking to expand or relocate
For Calli to have in hand as she does personal visits to developers



Mail & Email Campaign to "A list" targets

Distribute to select commercial real estate developers
commercial real estate brokers and business leaders in
the Midwest and opportunity states utilizing Media Kit



EDC Sponsored Events - MBJ

Economic Forecast Luncheon — 1/9
Focus on Manufacturing Breakfast — Feb. TBD
Real Estate Awards — 4/30
Fastest Growing Firms — 8/7
Business of Growing Milwaukee — 9/18
Host a CEO Roundtable



Paid Advertising

Local Business Magazines
— Biz Times, Milwaukee Business Journal
Airport- co-op with current Franklin businesses
Billboard



Contact Database

Populate a database by gathering contact information via
Economic Development Website



Public Television

Pitch the topic: Franklin Wisconsin moving forward with
a vision to be green



Speaking Events

Topic: Franklin Wisconsin moving forward with a vision to
be green
Venues such as Wisconsin Manufacturers & Commerce
events and regional associations of technology and light
manufacturing



PPT Presentation

Support speaking events and use with business owners
and developers



Video

Drone footage that shows "The Space to Be" including
business parks with overlay map identifying developable
land testimonials from developers and business owners
from within business parks and owners who have located
in Franklin



Social Branding & Page Creation

Leverage area influencers real estate stake holders, city
officials business leaders
LinkedIn news updates and job board
YouTube for video hosting



Lead Nurturing

Personal follow-up and romancing by Calli Berg
Mayor Olson, Aldermen Business Owners and Franklin
Ambassadors.



Industry Networking

Build a network of industry leaders business owners and related
organizations. Creating brand ambassadors using local business
owners in our target industries. Use this network to distribute our
media kit through multiple mediums and channels



Email Campaign to "B list" targets

Targeting light manufacturing technology companies and select
businesses utilizing media kit

Email Template

Franklin branded



Public Relations

Facilitate free advertising opportunities with
- Press releases/TV coverage
Business publication articles
Ground breaking/deal closures



Digital Marketing - PPC

Pay-Per-Click focused targeting by job titles and industry Running
display ads



Franklin Citizens Open House

Explain the goals and objectives of the Economic Development
Commission Detail who, what, when, where and a general sense of
how Utilize PPT presentation and drone footage



Green Development

Promote Green Development
Offer access to a preferred green financier (PACE Equity)
Apply for awards in green development categories.

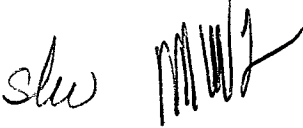


City of Franklin Economic Development Marketing Budget Estimates

THIEL

	"The Space to Be" Campaign Creative Creative development - THIEL	\$8 000		Print Paid Advertising Campaign <i>Milwaukee Business Journal</i> Full-page ad 6x (\$7 100 each) <i>BIZ Times</i> Full-page ad 6x (\$7 995 each)	\$42 600 \$47 970
	Events: 2020 Main Sponsorship Opportunities Economic Forecast Luncheon – January 9 Focus on Manufacturing Breakfast – February TBD Real Estate Awards – 4/30 Fastest Growing Firms – 8/7 Business of Growing Milwaukee – 9/18 Host a CEO Roundtable	\$9 000 \$15 000 Per Event		Billboard Advertising Campaign * Creative development Placement (6 months).	\$5 000 \$30 000
	Website for EDC Planning Design, copywriting and development (TBD by the plan)	\$5 000 \$15 000 \$25 000		Social Branding & Page Creation <i>YouTube & LinkedIn</i> Initial Page Creative LinkedIn Bio, banner and profile pictures about us, first post Management LinkedIn 12 designed graphics / 3 month campaign	\$800 \$2,000
	Media Kit Concepting, planning, copywriting & design Printing & Postage (1500 quantity)	\$5 000 \$12 000 \$5 000 \$10 000		Mail & Email A-list Campaign Planning & execution using media kit, ad reporting Account creation & integration to database	\$4 500
	Video Concepting, script writing, art direction, editing, graphics	\$5 000 \$9 000		Email B-list Marketing Campaign Create template Plan & administration (write/design each edition)	\$800 \$3 500
	Franklin Open House * Sponsorship by current Franklin Businesses Promote via email and Calli visits (planning & email) Invitation mailers and emails. Concepting, planning, writing, designing Printing & postage	\$1,200 \$3 000 - \$4 000 \$4 000 \$5 000		PR / TV / Speaking Events Planning & Coordination PPT presentation	\$5 000 \$5 000
	EDC Blogs and SEO Research, copywriting, administration THIEL written for guest bloggers	\$4 000/year		Economic Development Management THIEL Brand Design Management execution media buys administration and quarterly reporting Four meetings with EDC Coordination with Calli Berg	\$2,000/month
	Pay Per Click Advertising Campaign Management & ad spend Planning and development of ad creation (3)	\$2 000/month \$5,000			

*Does not include cost of printing and/or production

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2019
REPORTS & RECOMMENDATIONS	Request to Carry Forward 2019 Appropriations in the Inspection Services Department, Reflecting Unused Special Appropriations Previously Authorized for Supplemental Services	ITEM NUMBER <i>G.15,</i>

At the meeting of April 1, 2019, the Common Council approved a budget modification appropriating 2018 net revenues of \$78,362 into the Personnel Services Appropriation Unit of Inspection Services. The intent, as approved, was described, in part, as follows:

“Building Inspection: Building Inspection would hire limited-term temporary employees for the Director of Inspection Services to use and assign as needed. Essentially this means that the City would bring on to the payroll various, appropriately-licensed, commonly-retired individuals to supplement our response. The Director has access to individuals willing to do the work on such a part-time, on-call basis. This will give great flexibility to address peak demands and short-term absences (vacations and training). The City has historically used (and is currently using) such individuals on a very limited, informal contract basis, but it will be better to bring them on as employees. As employees, any workers compensation and liability issues are more clearly addressed. Since these individuals will typically be highly experienced individuals who may expect to be paid at or near the top of the range for such on call services, included in this recommended plan is the Common Council’s authorization for the Mayor and Director of Administration to approve hourly rates that exceed the market rate (meaning within the top 35% of the approved pay range) for these individuals, where appropriate. Additionally, if approved as presented the Common Council should anticipate that the Director of Inspection Services, subject to oversight by the Director of Administration, may approve certain travel time, such as reporting to work or a work site, as hours of service. This is commonly expected for such short-term services, and will be considered on a case-by-case basis by the Director of Inspection Services.”

The appropriation was also able to be used for increased overtime demand for current full-time employees.

It was approved because of the following:

“The City of Franklin is experiencing a surge in development activity which is not expected to lighten up in the near term...At the same time, Inspection Services is feeling the same pressure which will continue for many months beyond each project approval, given the length of the Building construction process.”

Many of these projects are still underway or still pending approval, while the City is actively pursuing multiple substantial developments across the City. Since much of the work remains, Staff recommends carrying forward any unused portion of the previously approved amount to the 2020 budget so that it can be used during 2020 for the same purpose and same manner as previously approved.

COUNCIL ACTION REQUESTED

Motion to recommend carrying forward the available Personnel Services appropriations within the Inspection Services Department, not to exceed \$78,362, and directing the Director of Finance and Treasurer to prepare a 2020 Budget modification for consideration.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2019
REPORTS & RECOMMENDATIONS	Planning Department Changes to Pursue Unified Development Ordinance, Comprehensive Master Plan, and Development Process Changes	ITEM NUMBER <i>G, 16,</i>

There have been many calls for more than a decade that the Unified Development Ordinance (UDO) needs to be overhauled. The UDO seems to continue to be considered an obstacle to strategic and timely review of development proposals. Individuals sometimes argue that Franklin is a difficult to place to develop, and the impact of the UDO is arguably at the foundation of that concern. Given the magnitude of the development underway and the significant amount of plans and TIF districts under consideration, it is time to address the UDO.

Although the 2020 budget did not address the issue, it is not too late to decide to address this issue as a top priority if the Common Council decided to do so. Funding will be addressed at the end of this sheet following a summary of action steps that can be taken.

The discussion on overhauling the UDO and “fixing” our development process invariably focuses on the use of contracted professional services to delve into the details of such an endeavor. When the last Comprehensive Master Plan update was performed, the consultant’s contract was in excess of \$200,000. Any UDO revision would be of similar size and complexity. It is proposed that the strategy be reimagined to take advantage of existing staff expertise and experience with our UDO. The best individual to guide the City through an in-depth re-creation of its development and zoning ordinances is likely the individual that knows them the best and knows all of the issues, dilemmas, and conflicts that have occurred in the day-to-day implementation of the UDO.

On its face, the strategy is simple and involves just two steps, summarized below.

1. Reclassify the current Planning Manager as a “Planning Director” which would be one grade higher than currently placed. The Planning Director would focus on directing the strategic review of the City’s ordinances and processes related to development. Although still responsible for the entire Planning Department, this strategic organizational view would become the individual’s primary responsibility. Regular day-to-day involvement in plan reviews would no longer be primary. (Note: During the transition period and while the current backlog exists, the Planning Director would likely still perform plan reviews up to half time.) As it is a massive undertaking, there may still need to be some professional services support to aspects of the Director’s work, but the Director will still lead the approach and guide the process of overhauling the UDO, which would then move on to other important roles such as updating the Comprehensive Master Plan, revising the sign ordinance, addressing Natural Resource Protection Plan issues, etc.
2. Hire a new Planning Manager. That individual will take responsibility for plan reviews and application processing. Without the other broader duties associated with a department head’s duties, the new Planning Manager would likely have more hours in a week to focus on processing plans and applications. This person would take the lead at Plan Commission and Common Council relative to plan and application reviews.

Obviously, there are some details that likely need to be considered, two of which are summarized below:

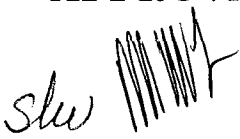
- A. The Planning Director and Planning Manager will likely need to be provided with an employment agreement that provides some significant level of severance (example 4 months) should the City change its mind, alter course, and eliminate a position. To retain or obtain qualified individuals will likely require that the Common Council exhibit a commitment to the approach, which is something a severance clause shows an employee.

B. Funding. This approach is not in the 2020 budget, so a budget modification would be necessary. The best and easiest approach; however, is to look to the General Fund. The General Fund is expected to see a significance fund balance increase when 2019 closes, well more than enough to fund the addition of the position for 2020. A budget modification could be approved to re-appropriating into 2020 resources that will fall to the bottom-line at the end of 2019. (An offsetting reduction in Restricted Contingency would be needed to stay below the expenditure restraint level.) The priority would then be addressed next during the 2021 budget process where the Common Council, for example, could determine to use more of the land fill siting revenues for increased operations costs. Other alternatives for funding or partial funding could be considered as well. For example, elsewhere on this agenda is a proposal that asks to pool \$40,000 of appropriations for revision to the UDO. That money could be diverted. The 2020 budget added funding for a support position for the Department of Administration. If the Common Council views the revision of the UDO and the development process as a priority, that position funding could be diverted to this cause.

It is important to recognize that in establishing a position with the charge to “go fix the UDO,” neither the Plan Commission nor Common Council is giving up their roles in the process. The Common Council will retain all of their rights to establish the terms and language of the UDO. The Planning Director will simply provide the options, recommendations, and solutions. The Council will decide if they like those solutions and strategies or if the Planning Director needs to slightly change direction, go back to the drawing board, or simply add (or remove) addition details.

COUNCIL ACTION REQUESTED

Motion to direct staff to prepare a job description for Planning Director, to prepare additional implementation plan details and a budget modification for consideration at the meeting of January 7, 2020, and to begin the process of advertising and hiring for the position of Planning Manager.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2019
REPORTS & RECOMMENDATIONS	Authorization to Purchase Exchange Server Licenses and SQL Server Licenses from the Information Services Capital Outlay Fund	ITEM NUMBER 6.17.

Within the 2019 Capital Outlay Fund for Information Services, \$19,373 was encumbered for Microsoft Exchange 2019 server licenses, while \$14,000 was allocated for purchasing new SQL 2019 licenses for both City Hall and the Police Department. Although new Microsoft Exchange and SQL servers will not be built until the first quarter of 2020, it is recommended that Microsoft licenses be purchased at this point in order to avoid upcoming price increases. Microsoft licenses are obtained from CDW-G under a State of Wisconsin negotiated contract, and it is highly likely that an increase in pricing will be incurred when the State renegotiates the contract in 2020.

In order to migrate from Exchange 2010 to 2019, all desktop computers need to be upgraded to Office 2019. Outlook 2019 is required in order to run the newest version of the Exchange 2019. All desktop Windows 10 and Office 2019 upgrades will be completed prior to the upgrade of the email server software.

Microsoft SQL 2008 must be upgraded at City Hall in order for ESRI ArcGIS to be upgraded to the latest version. It is very likely that a newer version of Microsoft SQL will be needed for the implementation of planned Enterprise Resource Planning upgrades with BS&A (which is a 2020 budgeted project). At the Police Department, a new version of SQL is being reserved for future upgrades to Pro Phoenix 2020. Pro Phoenix 2020 is required in order to run the Tellus CAD-to-CAD relay software being requested by Milwaukee County Office of Emergency Management. New SQL servers will be built in the first quarter of 2020, when a planned memory upgrade of the VMWare servers is complete. Purchasing of SQL licenses now allows for the purchase of SQL Server 2019, which was just recently released.

Planned license expenditures on a per project basis are as follows:

Exchange Email Server Upgrade - Exchange 2019: \$18,310.64

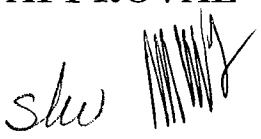
License	Price	Qty	Subtotal
Exchange Server 2019 Server License	\$503.16	2	\$1,006.32
Exchange Server 2019 User CAL - Standard	62.64	275	17,226.00
Exchange Server 2019 User CAL - Enterprise	39.16	2	78.32
Grand Total			\$18,310.64

SQL 2019 Server Upgrade - City Hall & Police Department: \$13,896

License	Price	Qty	Subtotal
MS SQL Server 2019 Standard-2 Cores (City Hall)	\$2,316	3	\$6,948
MS SQL Server 2019 Standard-2 Cores (Police Dept)	2,316	3	6,948
Grand Total			\$13,896

COUNCIL ACTION REQUESTED

Motion to authorize the purchase of 2019 Exchange server licenses for \$18,310.64 and 2019 SQL server licenses for \$13,896 through CDW-G via the State of Wisconsin negotiated contract for upcoming projects to be completed next quarter, for a total Information Services Capital Outlay expenditure of \$32,206.64.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2019
REPORTS & RECOMMENDATIONS	Information Technology Services Agreement with Heartland Business Systems (HBS)	ITEM NUMBER <i>G,18,</i>
<p>Attached is a contract for services with Heartland Business Systems, LLC (HBS) to continue their provision of information technology services for the City of Franklin for the year 2020. This contract mirrors the 2019 contract, which format was significantly updated at that time to reflect current operations.</p> <p>HBS has been a valued contractor that has grown with the City during our period of substantial enhancements ever since hiring IS Director Jim Matelski. They have been responsive and continue to engage the City in all aspects of technology related efforts. They have also competed for numerous capital projects, winning some and losing numerous others over recent years (which helps to keep their pencil sharp). Our current HBS Account Manager, Greg Borchard, has remained attentive and is very proactive and responsive. They have also been very useful in trouble shooting and helping to identify strategies and approaches to operational issues.</p> <p>HBS is a large, Wisconsin-based IT services firm that has a broad range of specialists that are accessible to the City (and Jim Matelski specifically) through the contract. The contract primarily covers two general areas. First, it covers the two full-time independent contractors that they provide on-site, serving in a dual technician service capacity. One primarily covers City Hall and Fire Department help desk type tasks and station set ups. The second focuses on similar issues and network tasks at the Police Department. This function is the vast majority of the contract.</p> <p>The second primary area is the authority for individual Statements of Work (SOWs). SOWs give Jim access to the other technical support individuals/specialists identified at the end of the contract for a particular problem or project at a defined rate. For example, the City can acquire a block of time for a Database Administrator to resolve a problem occurring with a SQL database, should one occur. The responsiveness of the structure allows immediate response to technical problems and is essential to ongoing operations. The contract, therefore, continues to enable the Director of Administration (DOA) to execute a SOW that then is subject to all of the terms and conditions of the contract. The DOA's authority in this regard is, of course, limited to available appropriations, which itemized portions are allocated to Information Services (\$137,000) and the Police Department (\$115,000).</p> <p>HBS is proposing a \$1.50/hour across-the-board increase for 2020. This would put the pricing for the core services at \$57.23 per hour (a 2.7% increase) which remains under market rates for on-site IT support. The Technology Commission has consistently supported continuing to work with HBS based upon their performance and upon their low rates. The 2020 budget has sufficient appropriations and anticipated such a rate increase for 2020.</p>		

One strength of the contract remains a 30-day termination notice period. If they ever begin to fail to perform or the City determines to head off in a different direction, the City has a lot of flexibility to do so.

The Director of Administration and Information Services Director recommend approval.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor, Director of Clerk Services, and Director of Administration to execute the Heartland Business Systems, LLC, Information Technology Services Agreement for the year 2020.

HEARTLAND BUSINESS SYSTEMS, LLC
INFORMATION TECHNOLOGY SERVICES AGREEMENT

CUSTOMER: City of Franklin, Wisconsin
(hereafter referred to as
"CITY")

PROJECT: Information Technology
Services

PREAMBLE

Heartland Business Systems, LLC (hereafter referred to as HBS) and CITY mutually enter into a contract providing for HBS to provide certain Information Technology Services to CITY.

Therefore, the parties agree that this contract shall serve as the stipulation of the services, service levels, pricing, and other such terms as mutually agreed to between HBS and the CITY; the acceptance by HBS of all the terms and conditions included and incorporated herein; and the establishment of a contract between the CITY and HBS.

CITY NEEDS

The CITY needs technical services with respect to its Local Area Network ("LAN"), Wide Area Network ("WAN"), desktop support, communications systems, and Information Technology ("IT") functions. Specifically, the CITY has a need for regularly scheduled on-site technical support and such additional technical support as requested, on an on-call basis and on a scheduled part time basis with respect to the CITY'S LAN and WAN.

DESCRIPTION OF SERVICES

HBS will provide qualified technical personnel as necessary to complete designated objectives agreed upon with CITY. The appropriate service records will be provided to the CITY for each visit.

1. **On-Site Staffing Support – Full-time** as defined in attached Schedule A. HBS will provide two onsite IT Technicians to provide IT support to CITY'S staff with respect to the software and hardware utilized in the CITY's technology infrastructure including the work stations and printers connected to CITY'S LAN and WAN and communications systems. Each onsite Technician will be available on Monday through Friday, as requested by the CITY, and as mutually scheduled, averaging 40 hours per week and 50 weeks per year, except on days and for weeks when the CITY'S offices are closed and on regularly scheduled holidays of the CITY. Each onsite Technician will be available to work non-scheduled hours, as mutually agreeable between HBS and the CITY and if such non-scheduled hours would result in an individual Technician working more than 40 hours in any particular Monday through Friday work week, the Technician will be allowed a reduction in the regularly scheduled hours for such week such that the total hours worked during such week by the Technician will not exceed 40 hours, unless otherwise mutually agreed to.
 - On-Site Staffing Support – Full-time resources must ensure that request for time-off does not conflict with the work scheduled by the CITY prior to obtaining

approval from the resources HBS Team Lead. [Note: Requesting and obtaining such approval shall not be construed as evidence of employment by the CITY.]

- Any billable time in excess of 40 hours required by the CITY will be billed at 1.5x standard bill rate, as stated in Schedule A. Billable time in excess of 40 hours will require written approval from the CITY to HBS.

2. **Non-On-Site Staffing Support.**

HBS will provide support services at CITY'S request. These support services will require a signed Statement of Work (SOW) specifying services required and maximum "not to exceed" amount based on billing rate as specified in Schedule A (attached) or amount mutually agreed upon for services not specified in Schedule A.

3. **Account Manager Support.**

Except as otherwise mutually agreed by the parties in writing, HBS, at no additional cost, will provide Account Manager services as determined necessary by HBS, including attendance at a twice-monthly status meeting.

TERMS AND CONDITIONS

1. SCOPE

On-Site Staffing Support – Full-time. HBS will provide services as provided in Appendix A and in the "Description of Services."

Non-On-Site Staffing Support– HBS will provide services as specified in a SOW approved by CITY. The Director of Administration shall have the authority to sign a Statement of Work on behalf of the CITY.

2. TERM OF AGREEMENT

This Agreement shall commence effective January 1, ~~2019~~2020 and cover a period including all of calendar year ~~2019~~2020 and shall continue thereafter on a month-to-month basis until such time that the Agreement is terminated, as provided for herein, or modified or extended by a separate, future agreement.

3. PLACE OF SERVICE

Services provided for herein will be performed at the various CITY properties and facilities, unless otherwise agreed to in writing by the parties.

4. LIABILITY FOR SERVICES

CITY is relying upon HBS's expertise in the provision of services, materials, and products under this Agreement, and HBS warrants that it will provide such services, in a professional, timely, and efficient manner and as would a reasonable and prudent provider in the computer and related technology services industry in the Southeastern Wisconsin area. Any limitation of liability may be made subject to required insurance coverages. HBS shall serve as CITY's professional representative in matters to which this Agreement applies. HBS is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.

5. INDEMNIFICATION

- A. To the fullest extent permitted by law, HBS shall indemnify and hold harmless CITY, CITY's officers, directors, partners, and employees from and against costs, losses, and direct damages (including but not limited to reasonable fees and charges attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of HBS or HBS's officers, directors, partners, employees, and consultants in the performance of HBS's services under this Agreement. However, under no circumstances shall HBS's total aggregate liability for indemnification and defense under this Agreement exceed the total amount that CITY has paid HBS pursuant to this Agreement during the twenty-four (24) month period immediately preceding the date on which the cause of action arose.
- B. To the fullest extent permitted by law, CITY shall indemnify and hold harmless HBS, HBS's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CITY or CITY officers, directors, partners, employees, and consultants with respect to this Agreement.
- C. To the fullest extent permitted by law, HBS's total liability to CITY and anyone claiming by, through, or under CITY for any injuries, losses, damages and expenses caused in part by the negligence of HBS and in part by the negligence of CITY or any other negligent entity or individual, shall not exceed the percentage share that HBS's negligence bears to the total negligence of CITY, HBS, and all other negligent entities and individuals.
- D. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality, CITY, or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality, CITY or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

6. NON-SOLICITATION OF EMPLOYMENT

HBS and CITY agree not to offer, promise, or engage in employment with personnel and/or contractors from the staff of the other for a period of ONE (1) year from the completion of the assignment and/or during the time that the assignment is in progress. Such limitation, however, shall not prohibit any individual from applying for or being awarded a position advertised as part of the CLIENT's Civil Service System, as provided for by Wisconsin Statutes and incorporated into the Municipal Code of the City of Franklin, provided that the CITY has not directly or indirectly solicited the individual for employment with the CITY.

7. ASSIGNMENT/SUBCONTRACTORS

This Agreement shall not be assigned by either party without the express written consent of the other party. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their successors and permitted assigns. HBS agrees not to subcontract any of the Services without the prior written approval of the CITY, which shall not be unreasonably withheld.

8. TERMINATION/CANCELLATION

- A. The Agreement may be canceled by either party, for any reason, upon submission of a 30-day written notice of termination to the other party. HBS shall be responsible for continuation of services during the termination notice period, and the CITY shall be responsible for payment for services performed according to the Agreement during the termination period.
- B. This Agreement may be terminated, at any time, by the mutual agreement of the CITY and HBS.

9. HARDWARE AND SOFTWARE PURCHASES

Any sales, excise, duty or other tax or fee imposed by any government authority on the Services shall be the responsibility of CITY. HBS and CITY agree to use their best efforts to allow CITY to make all hardware and software purchases directly if such direct purchases will allow for a reduction in cost and/or sales taxes to be paid by CITY.

- A. **WARRANTY.** Any hardware, software, or parts may be subject to a warranty made by the manufacturer or other third party to CITY and, if so, the terms and conditions of such warranty are embodied in other documents. CITY acknowledges that HBS is not a party to any such warranty, and that any rights or remedies that CITY may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against HBS. HBS MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER ("Hardware and Software Purchases"). CITY ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY HBS WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
- B. **ACCEPTANCE OF PRODUCTS.** CITY shall be deemed to have irrevocably accepted the products and services sold hereunder if CITY has not given to HBS a written notice of rejection, describing the basis for rejection, within 10 business days after delivery, which time period for individual instances may be extended by written agreement of the parties.

10. EXTENSION

This Agreement may be extended by an agreement signed by both parties. The price for Services during any extension period shall be the HBS standard price at the time of extension, unless otherwise mutually agreed to in writing.

11. RECORDS RETENTION

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

12. MISCELLANEOUS PROVISIONS

- A. **Professionalism:** 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.

- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this Agreement, all services and any and all materials and/or products provided by HBS under this Agreement shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest: HBS warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. HBS warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to HBS. Upon receipt of such notification, a CITY review and written approval is required for HBS to continue to perform work under this Agreement. Additionally, HBS shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.
- D. Warranty as to Proper Licensing. CITY warrants and represents to HBS that it possesses a proper license for all software being used by CITY and shall hold HBS harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software. In addition, HBS shall possess a proper license for any software that HBS utilizes in the CITY's network or environment.
- E. Excluded Equipment. HBS may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
- F. CITY's Responsibility. CITY shall use its best efforts to cooperate with HBS in connection with HBS's carrying out its duties hereunder, and CITY shall refrain from any act or omission that could frustrate HBS's performance. In that regard, but not by way of limitation, CITY shall designate the internal chain of command for each location at which services are expected to be rendered under this agreement, with full authority to act for CITY in the event that CITY's input is required in order to affect any aspect of the services provided hereunder.
- G. CITY's Warranty as to Proper Backup. CITY warrants and represents to HBS that CITY's data and system has been properly backed up prior to the commencement of any services provided by HBS and understands that, except to the extent as may be provided for by "Terms and Conditions" Item 5, above, HBS shall have no liability whatsoever, under any circumstances, for any damages suffered by CITY as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
- H. Suspension of Products and/or Services. HBS may, at its option, suspend providing products and/or services hereunder in the event that the CITY is delinquent on payment of any outstanding invoices.
- I. Exclusive Remedy/Limitation of Liability. Notwithstanding any other provision herein, except in the case of gross negligence or criminal conduct, HBS's liability for breach of this agreement, or breach of any warranty, express or implied, found to have been made in connection with this agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; HBS shall have no liability for any other damages, consequential or otherwise. HBS shall have no liability whatsoever to CITY if computer software or computer hardware sold

hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than HBS. HBS shall have no liability whatsoever, under any circumstances, for any damages suffered by CITY as a result of data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.

- J. HBS's Responsibility. Warranties, software licenses, or subscription for services, sold by or on behalf of HBS or a third-party partner of HBS, must have accurate reporting of purchase date, length of service term, expiration date, and associated product or service type. HBS will submit written notification to the CITY of the expiration of a warranty, license, or service subscription 45 days prior to the expiration date or final date of the applicable term. License, warranty, or subscription reports may be requested by CITY for internal or auditing purposes.

13. ENTIRE AGREEMENT

This Agreement represents and expresses the entire agreement between the parties as to the subject matter hereof, and supersedes all prior understandings or agreements, whether oral or written. No employee or agent of HBS is authorized to make any representation or warranty binding upon HBS, unless contained within this Agreement. This Agreement may be modified only by written instrument signed by both parties hereto. In the event CITY has forms containing terms different than as contained herein, the terms contained herein shall prevail, and any terms contained on CITY'S forms shall not be deemed accepted by HBS. In the event HBS has forms containing terms different than as contained herein, the terms contained herein shall prevail, and any terms contained on HBS'S forms shall not be deemed accepted by CITY.

14. SEVERABILITY

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in force and effect as if such invalid or unenforceable term had never been included.

15. GOVERNING LAW AND DISPUTES

The terms of this Agreement shall be construed and enforced under the laws of the State of Wisconsin, and any action to challenge or enforce the provisions of this Agreement shall have as its venue the Circuit Court for Milwaukee County, Wisconsin. The prevailing party in any litigation commenced pertaining to this Agreement shall be entitled to its reasonable costs of litigation, including, without limitation, reasonable attorneys' fees, to be paid by the other party as part of the award or judgement resulting from such litigation.

16. INDEPENDENT CONTRACTOR

HBS and the CITY agree that HBS and each of its employees, contractors, and agents are not an employee of the CITY and that the relationship between the CITY and HBS is that of independent contractor. Neither HBS or CITY has the right or authority to assume or create any obligations or responsibilities, express or implied, on behalf of the other and may not bind the other in any manner whatsoever without the express written permission of the other as to such matter.

17. CONFIDENTIALITY

HBS agrees that HBS and all of its employees shall maintain strict confidence regarding all privileged or confidential information received by or brought to the attention of its employees by reason of this Agreement or in the performance of duties provided for herein. HBS acknowledges that violation of this section may, particularly with regard to confidential Police Department records, constitute a criminal violation, as well as a contract violation. This section shall in no way restrict HBS from acting in accordance with the laws of the City of Franklin, State of Wisconsin, or United States of America.

18. PROJECT PERSONNEL

HBS shall designate qualified and responsible employees to perform the services provided for herein; however, the individuals so designated shall require approval by the CITY, which approval shall not unreasonably be withheld. Upon request by the CITY, HBS shall provide the CITY with a listing of the full name, residential address, and birth date of employees assigned to this project.

19. INSURANCE

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

A.	Limit of General/Commercial Liability	\$2,000,000
B.	Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C.	Excess Liability for General Commercial or Automobile Liability	\$5,000,000
D.	Worker's Compensation and Employers' Liability	\$500,000
E.	Professional Liability	\$2,000,000

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

TERMS OF PAYMENT

Invoices will be submitted monthly by HBS to the CITY for actual time charges incurred. The CITY will pay all invoices promptly or within thirty (30) days of receipt thereof. However, the previous sentence shall not apply to any specific portion of an invoice that the CITY withholds payment for, due to a bona fide dispute. In the event of such a dispute, the CITY shall provide HBS with a detailed written statement regarding the disputed portion of the invoice that the CITY is withholding payment on, as well as any supporting documentation. The CITY shall include this written statement with the timely payment for the undisputed portion of the invoice. The rates of service as specified in Schedule A (attached) may be adjusted by mutual written agreement of both parties at any time during this Agreement.

ADDITIONAL COSTS

In addition to amounts billed in accordance with the Terms of Payment section of this Agreement, CITY shall be responsible for certain additional technical support costs, such as specialty field engineers, as mutually agreed to in an executed SOW prior to performing such services requiring the additional technical support. Rates for such additional services shall be as mutually agreed to in writing prior to performing such services. Payment terms for such additional costs shall be as per the "Terms of Payment" herein unless modified by the SOW.

NOTICE

All notices or other communications required or permitted hereunder or necessary or convenient shall be in writing and shall be deemed to have been delivered when mailed by registered mail return receipt requested and as otherwise provided for by law, postage prepaid, or by fax or e-mail (except provided that such email receives an appropriate responding email), addressed as follows:

If to HBS: Heartland Business Systems, LLC
 N28 W23050 Roundy Drive,
 Suite 2A Pewaukee, WI 53072
 Phone No.: 262-650-6500
 Fax No.: 262-650-6530
 E-Mail: Greg Borchard [gborchard@hbs.net] (Account Manager)

And

 Heartland Business Systems, LLC
 P.O Box 347 - Attn: Legal Dept. Little Chute, WI 54140
 Phone No.: 920-788-7720
 Fax No.: 720-788-7739
 E-Mail: Legal Dept. legal@hbs.net

If to CITY: City of Franklin
 Attn: Mark W. Lubberda, Director of Administration
 9229 West Loomis Road
 Franklin, WI 53132
 Phone No.: (414) 858-1100
 Cell No.: (414) 659-3087
 Fax No.: (414) 427-7627
 E-Mail: mlubberda@franklinwi.gov and
 Lisa Huening [luening@franklinwi.gov]

Amendment to the notification names or addresses as set forth above does not require amendment to the Agreement, but may be executed and completed by providing notice of the amended addresses.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 2019.

HEARTLAND BUSINESS SYSTEMS, LLC (HBS)

By: _____
Peter Helander, CEO (Date)

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor (Date)

By: _____
Sandi Wesolowski, Director of Clerk Services (Date)

By: _____
Mark W. Luberd, Director of Administration (Date)

By: _____
Paul Rotzenberg, Director of Finance & Treasurer (Date)

By: _____
Jesse A. Wesoloski, City Attorney (Date)

SCHEDULE A: BILLING METRIC

(Time billed in 15-minute increments)

On-site Staffing Support Position – Full-time: Bill Rate: ~~\$55.73~~\$57.23/hr.

- End user problem management and desktop support
 - Record problems and issues with a central ticketing system and provide full resolution to problems within defined service level agreements.
 - Interface with application or infrastructure vendors to provide full resolution for reported problems.
 - Deploy desktop applications, web/cloud applications, and imaging of workstations and laptops using both block-image and package provisioning tools.
 - Install new desktop or laptop hardware or upgrade existing systems as needed.
 - Document all application installation and user provisioning instructions.
 - Track and maintain all hardware and software assets.
 - Maintain fluency in Microsoft Office, particularly Word, Excel and Outlook.
 - Configure and maintain new user accounts using Active Directory management tools, along with setting up accounts within dedicated business applications (Exchange, Govern, GCS, RMS, SQL, etc.).
 - Deploy operating system and application hotfixes and services packs using automation tools. Monitor all hotfixes to ensure a successful deployment within 30 days of staging.
 - Adhere to system security standards and maintain auditing documentation.
- Server & Storage Maintenance
 - Actively analyze performance and capacity metrics for all server and storage systems.
 - Identify performance or capacity issues, implementing proactive remediation to prevent outage.
 - Implement and maintain Active Directory Group Policies and login scripts.
 - Provision new virtual machines using defined templates and configure server application to deployment standards.
 - Manage and deploy server and client antivirus software such that all devices have current agents, engines, and virus definition files.
 - Maintain all network switches and routers, updating VLAN assignments and provisioning new ACLs.
 - Network configuration is limited to internal devices only.
 - Maintain technical documentation for all server and networking equipment.
- Managing system and tape backups
 - Setup and configure all virtual server backup imaging jobs, monitoring the successful job completion and replication on a daily basis.
 - Setup and configure all tape backups for physical servers and appliances.
 - Setup and maintain all email archiving appliances, monitoring the successful journaling of all email accounts.
 - Administer and implement back up procedures per established policy, including but not limited to performing tape rotations on a daily basis, moving tapes to off-site storage, etc.
- Project Implementation Tasks
 - Execute the implementation of project tasks for desktop, application, or infrastructure changes
 - Interface with application, security, and infrastructure vendors for the successful completion of project tasks.

- Additional support duties as required for the coordination and implementation of project tasks

Additional Staffing Support – as needed - Bill Rate: ~~\$95.00~~96.50/hr.

- Same as “*On-site Staffing Support Position – Full-time*” but utilized on “as needed” basis

Network Engineering Support – as needed - Bill Rate: ~~\$120.00~~121.50/hr.

- Server Maintenance & Support
- Troubleshoot and evaluate Network devices (switches, routers, etc.)
- Network Design
- Implementation and Configuration

Level 2 Bill Rate: ~~\$120.00~~121.50/hr.

Level 3 Bill Rate: ~~\$150.00~~151.50/hr.

Level 4 Bill Rate: ~~\$165.00~~166.50/hr.

Network Security Services – as needed - Bill Rate: ~~\$225.00~~226.50/hr.

- Network Security Assessment and Audit
- External and Internal Vulnerability Assessments
- Compliance Assessments

Cabling (low voltage) Services – as needed - Bill Rate: ~~\$85.00~~86.50/hr.

Audio Visual Services – as needed - Bill Rate: ~~\$95.00~~96.50/hr.

Physical Security Services – as needed - Bill Rate: ~~115.00~~116.50/hr.

Web Development – as needed - Bill Rate: ~~\$135.00~~136.50/hr.

.NET Development – as needed - Bill Rate: ~~\$150.00~~151.50/hr.

SharePoint Support – as needed - Bill Rate: ~~\$155.00~~156.50/hr.

Data Services & Business Intelligence/SQL Server/DBA – as needed - Bill Rate:

~~\$165.00~~166.50/hr.

Dynamics CRM / 365 Support - Bill Rate: ~~\$175.00~~176.50/hr.

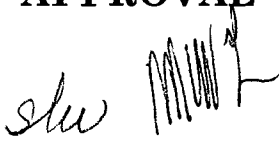
AWS/Azure Support – as needed - Bill Rate: ~~\$145.00~~146.50/hr.

Project Management – as needed - Bill Rate: ~~\$160.00~~161.50/hr.

Emergency and After Hours Support Services - Bill Rate: 1.5x specified rate

- 24-hour guaranteed response time

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2019
REPORTS & RECOMMENDATIONS	Geographic Marketing Advantage, LLC Agreement for Geographic Information System (GIS) Support and Database Maintenance Services for 2020	ITEM NUMBER <i>G.19.</i>

Geographic Marketing Advantage, LLC has served as the City's primary consultant on its GIS system. City staff is very pleased with the performance of this company and its employees and is interested in continuing this relationship for an additional year. The owner, Todd Niedermeyer, and his employee, Brian Fausel, have been very responsive in addressing our needs and very dedicated to continuing to move GIS forward. They have also been very active and proactive in working to help address the transition from EditApp, the customized software that controls data distribution between Govern and GIS.

Staff seeks authority to execute a contract extending the term through 2020 and adjusting the rates and contract amount by the following effective January 1, 2020:

GIS Project Manager (Todd): \$97.41 (from \$95.73 – 1.75% increase)

Technical/Mapping Support (Brian): \$68.53 (from \$66.85 – approximate 2.5% increase)

(The combined, blended increase for core services calculates to 2.07%.)

The rate adjustments are in line with the adopted budget. The contract reflects the 2020 budget as approved and, in general, is funded approximately 80% by the General Fund with approximately 20% split between the Sewer and Water Funds. The total contract amount of \$136,000 also includes \$3,248 for "additional services" if needed that would be required to be authorized in writing. This allows for some discretionary added hours for the Information Services Director to draw on this resource. Other than the rate adjustment, the remaining 2020 contract would be in the same form as last year. A marked-up copy of the current contract is attached for your convenience.

Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration to execute a contract with Geographic Marketing Advantage, LLC for Geographic Information System Support and Database Maintenance Services in a form substantially equivalent to the current contract with a new fixed hourly rate of \$97.41 for the Project Manager position, a new fixed hourly rate of \$68.53 for the Technical and Mapping Support position, and a total contract amount of \$136,000, effective January 1, 2020.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 2019, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Geographic Marketing Advantage, LLC, a Wisconsin Limited Liability Corporation (hereinafter "CONSULTANT"), whose principal place of business is 8757 W. Elm Ct, Franklin, WI 53132.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to employ CONSULTANT in connection with outsourcing the design, development, and operation of an enterprise GIS for the City of Franklin.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CLIENT for the continuation of services for operation and support of the City of Franklin's GIS and for performing updates and maintenance to the GIS database. Services to be provided under this AGREEMENT are provided in Attachment A.
- B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies, and will give consultation and advice to CLIENT during the performance of said services. CONSULTANT may employ the services of outside consultants and subcontractors when deemed necessary by CONSULTANT to complete work under this AGREEMENT.
- C. CONSULTANT is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONSULTANT and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party

- E. CONSULTANT maintains certain copyrighted source documents that are subject to periodic independent evaluation and updates. CONSULTANT reserves the right to use copyrighted source documents and be compensated for such use, in an amount as mutually agreed upon, when it is necessary or convenient to accomplish the Basic Services covered by this AGREEMENT, and the fee for such use would be less than or equal to the cost of providing the same service through the creation of original source documents. For all copyrighted works provided to CLIENT, CONSULTANT grants CLIENT permission to reproduce such works in any manner; prepare derivative works; and lend, lease, rent, or transfer ownership to any private or public entity involved with the operation, financing, and use of the City of Franklin GIS. CLIENT agrees that the use of materials prepared from copyrighted source documents will be limited to the project needs encompassed by this AGREEMENT. Use of materials prepared from copyrighted source documents for other purposes shall be limited to reproduction for criticism, comment, news reporting, teaching, scholarship, research, or similar activities covered by the “fair use” principles of the copyright law. All copyrighted source documents will be clearly marked by the CONSULTANT.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services further described in Attachment A for a total not-to-exceed cost in the amount of \$136,000~~130,179~~, in accordance with Attachment “B” and subject to the terms detailed below:

- A. CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay undisputed CONSULTANT’s invoice within 30 days of invoice date for all approved work.
- B. CONSULTANT will invoice CLIENT on an hourly basis for tasks identified in Attachment A. Total cost will not exceed \$136,000~~130,179~~ unless changes to the project budget are specifically agreed upon by CONSULTANT and CLIENT and documented in writing. For services rendered, invoices will clearly state the percentage of work completed and the fee earned.
- C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in draft and final reports, it will notify CONSULTANT in writing within thirty (30) days of receipt of report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CLIENT’s review.
- E. CONSULTANT shall not initiate any services prior to January 1, 2019-2020 and shall complete all services covered by this AGREEMENT by December 31, 2019~~2020~~, excepting for delays caused through no fault of the CONSULTANT or except when continued month-to-month as provided for herein.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONSULTANT under this AGREEMENT. Upon acceptance of the request of such changes, CONSULTANT shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment as mutually agreed upon will be made to compensate CONSULTANT for any incremental labor or direct costs. Any claim by CONSULTANT for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from CLIENT.
- B. CLIENT and CONSULTANT reserve the right to subsequently amend this AGREEMENT to include additional services. Compensation and schedule for completion for additional services will be as agreed by CLIENT and CONSULTANT prior to the start of work on said additional services and may be incorporated as an Addendum to this AGREEMENT.

IV. ASSISTANCE AND CONTROL

- A. Todd Niedermeyer, or designee, will perform the work of the CONSULTANT, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of CLIENT, Todd Niedermeyer as CONSULTANT's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.
- D. CONSULTANT shall maintain all records pertaining to this AGREEMENT until at least three (3) years following its completion of the services hereunder and CLIENT shall have the right to inspect and copy such records upon request.

V. TERMINATION

- A. This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work performed and expenses incurred up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential AGREEMENTs for services with other parties.

- B. In the event that this AGREEMENT is terminated for any reason, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

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

A. Limit of General/Commercial Liability	\$1,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Workers' Compensation and Employer's Liability	Per Statute
D. Professional Liability	\$1,000,000

Upon the execution of this AGREEMENT, CONSULTANT shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days written notice to CLIENT.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the CLIENT from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any negligent or intentional and wrongful act or omission of CONSULTANT.

VII. TIME FOR COMPLETION

Subject to the conditions of Section II E., CONSULTANT shall commence immediately upon receipt of a Notice to Proceed to complete all work required herein. The CONSULTANT shall exert all reasonable effort to adhere to the services in Attachment A except that the services may be notified with the approval of CLIENT and shall be extended day for day for any delay introduced during CLIENT's review of products or in the general conduct of the project.

VIII. DISPUTES

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

IX. CONFIDENTIALITY

CONSULTANT shall keep confidential, except as may be required to perform its obligations under this AGREEMENT, any and all confidential information of the CLIENT of which the CONSULTANT has knowledge, possession, or to which the CONSULTANT has access. This confidentiality obligation shall survive the termination of this AGREEMENT.

X. TERM

This AGREEMENT shall cover a period including all of calendar year ~~2019~~2020 and shall continue thereafter on a month-to-month basis, at the fixed hourly rates provided for herein, until such time that the AGREEMENT is terminated, as provided for herein, or modified or extended by a separate, future AGREEMENT.

XI. AMMENDMENTS TO THE AGREEMENT

This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONSULTANT.

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

City of Franklin, Wisconsin

Geographic Marketing Advantage, LLC

BY _____

BY _____

PRINT NAME Mark W Luberda

PRINT NAME Todd Niedermeyer

TITLE Director of Administration

TITLE President, Sole Member

DATE _____

DATE _____

Attachment A

Continued GIS Support and Services for 20192020

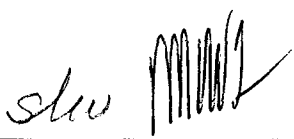
On-Site Management and Technical Support of GIS Operation

- Monitor EditApp to determine continued effectiveness and operability and to participate, including testing and development review, in capital projects to join Govern and ESRI through a methodology as determined.
- Continue communications and coordination with the City's Administration and Information Technology Support Providers.
- Provide technical and programming services as needed by the City.
- Setup login parameters for ArcGIS licenses.
- Support database management.
- Evaluate data quality and data errors.
- Provide GIS user support.
- Produce product to support special requests, including but not limited to map development.
- Provide continued documentation, instruction and training.
- Installation of software and software updates.
- Load new and revised GIS data.
- Provide other support as needed by the City.
- Provide training on GIS applications and tools, including website tools.
- Perform GIS database updates and maintenance, including related applications such as but not limited to Signview and Sewerview (Note: City staff will also continue to perform similar and related tasks. As such, Contractor will be evaluated on this aspect based upon their accuracy and productivity in performance of this contracted service.)
- Work with ESRI and Cartegraph Products and Services.
- Help develop, support, and promote additional GIS applicability and use throughout City Departments.
- Maintenance and continued development, with approval of the Director of Administration, of the web-based GIS portal used for public access to mapping services.

Attachment B

Geographic Marketing Advantage, LLC TOTAL "NOT-TO-EXCEED" BUDGET for Continued On-Site Support Services And GIS Database Updates and Maintenance

Service	Approx. Number of Hours Per Week	Approx. Number of Weeks	Approx. Total Hours	Fixed Hourly Rate	Budget
On-Site Administrative and Project Management Support of GIS Operations (Project Manager)	16	50	800	\$97.41 93.85 (thru 4/30/19) \$95.73 (starting 5/1/19)	<u>\$77,928</u> 76,072
Technical and Mapping Support	16	50	800	\$68.53 65.54 (thru 4/30/19) \$66.85 (starting 5/1/19)	<u>\$54,824</u> 53,124
Total Estimated Expenditure					<u>\$132,752</u> 129,196
Available for Additional Services Authorized in Writing					<u>\$3,248</u> 983
Total "Not to Exceed"					<u>\$136,000</u> 130,179

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/2019
REPORTS & RECOMMENDATIONS	Compensation and Benefits for Consideration of an Employee's promotion and compensation. The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.	ITEM NUMBER <i>G.20.</i>

The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

COUNCIL ACTION REQUESTED

The Common Council may enter closed session pursuant to Wis. Stats. §19.85(1)(c), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/19
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>4.1.</i>

Attached are vouchers dated December 3, 2019 through December 12, 2019 Nos. 176315 through Nos 176467 in the amount of \$ 1,048,253.04. Included in this listing are EFT's Nos. 4170 through Nos. 4179 Library vouchers totaling \$ 4,371.43 and Water Utility vouchers totaling \$ 62,522 44. Voided checks in the amount of \$ (54,706.81) are separately listed.

Early release disbursements dated December 3, 2019 through December 11, 2019 in the amount of \$ 343,368.39 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated December 6, 2019 is \$ 388,394.90 previously estimated at \$ 400,000.00. Payroll deductions dated December 6, 2019 are \$ 209,383.50 previously estimated at \$ 235,000.00.

The estimated payroll for December 20, 2019 is \$ 410,000.00 with estimated deductions and matching payments of \$ 426,000 00.

The estimated payroll for January 3, 2020 is \$ 394,000.00 with estimated deductions and matching payments of \$ 208,000.00.

The Library Board has not approved December 2019 vouchers for payment as of this writing. Approval of Library vouchers will be considered at the December 16, 2019 meeting. Upon their approval, request is made to authorize the release of these payments, otherwise Library vendors will not be paid until January 7, 2020.

Approval to release the below vouchers once they have been approved for payment.

ABT Mailcom	Tax Bill Processing	\$ 8,660.61
Compass Minerals	Road Salt	\$ 13,568.52
EMS Medical Billing	Ambulance Billing	\$ 8,225.51
Franklin Post Emp Trust	2019 City Contribution	\$ 90,000.00
Geographic Marketing	GIS Services	\$ 11,040.20
Quarles & Brady	TID 7 Legal	\$ 15,862.75
Quarles & Brady	TID 5 Legal	\$ 11,397.00
Ray Stadler Construction	Pleasant View Pavilion	\$ 48,910.00
Arthur Weiler Inc	2019 Fall Trees	\$ 5,570.00
Wolf & Sons	Fuel	\$ 15,807.53
TOTAL		\$229,042.12

There were no Property Tax refunds.

*ADDITIONAL ITEMS WILL BE
ADDED BEFORE MEETING.*

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of December 12, 2019 in the amount of \$ 1,048,253 04 and
- Payroll dated December 6, 2019 in the amount of \$ 388,394.90 and payments of the various payroll deductions in the amount of \$ 209,383.50 plus City matching payments and
- Estimated payroll dated December 20, 2019 in the amount of \$ 410,000 00 and payments of the various payroll deductions in the amount of \$ 426,000.00, plus City matching payments and
- Estimated payroll dated January 3, 2020 in the amount of \$ 394,000.00 and payments of the various payroll deductions in the amount of \$ 208,000.00, plus City matching payments and
- Approval to release Library vouchers upon approval by the Library Board and
- Approval to release payments to miscellaneous vendors in the amount of \$ 229,042.12.

ROLL CALL VOTE NEEDED

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/17/19
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER I.1.

See attached listing from meeting of December 17, 2019.

COUNCIL ACTION REQUESTED

