

The Facebook page for the Economic Development Commission (<https://www.facebook.com/forwardfranklin/>) will be live streaming the Common Council meeting so that the public will be able to watch and listen to the meeting.

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, SEPTEMBER 15, 2020 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes - Regular Common Council Meeting of September 1, 2020.
- D. Hearings.
- E. Organizational Business – Mayor Olson has made the following appointments for Common Council Confirmation:
 - 1. James Martins, 8410 Fountain Ct., Ald. Dist. 1 – Fire and Police Commission, for a 5 year unexpired term expiring 04/30/25.
 - 2. Robert Goetsch, 4037 W. Forest Hill Ave., Ald. Dist. 5 – Economic Development Commission, for a 2 year term expiring 06/30/22.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Request From the Fire Chief for Common Council Approval of the Revised Agreement for Mutual Assistance (Also Referred to as the Milwaukee County “Shared Services Agreement”).
 - 2. Extension of Agreement Between Milwaukee County and the City of Franklin (Fire Department) for Continued Participation in the County-Wide Provision of Advanced Life Support (Paramedic) Services Through 2025.
 - 3. A Resolution Authorizing Certain Officials to Accept a Landscape Bufferyard Easement for and as Part of the Approval of a 2 Lot Certified Survey, 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).
 - 4. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Approval of a 2 Lot Certified Survey, 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).

5. Concept Review for a Commercial Development Proposal of Six Lots, Including Storage, Kwik Trip, and Health Club (9540 S. 76th St/Tax Key No. 897-9996-000) (James B. O'Malley, Applicant).
6. An Ordinance to Amend the Unified Development Ordinance Text to Amend Section 15-3.0702 to Allow for Accessory Structures Greater than 1,200 Square Feet in Floor Area, Subject to Special Use Approval.
7. Authorization for the Department of Public Works to Purchase Radar Message Signs.
8. Request from the Parks Commission for the Common Council to Approve the Conceptual Site Plan for Pleasant View Neighborhood Park.
9. A Resolution Authorizing Certain Officials to Execute an Amendment No. 1 to an Agreement With Graef-USA, Inc. for Professional Architectural and Engineering Services for the Pleasant View Park Master Plan Update, in the Amount of \$123,590.
10. Environmental Commission Recommendation to Add Buckthorn to the List of Noxious Weeds.
11. Release of Escrow Deposit for the Public Improvements at the Forest View Apartments Located at 5833-5977 W. Forest View Court.
12. Presentation of the Mayor's 2021 Recommended Budget.
13. Proposal by Shelly Tessmer to Develop a Dog Park on Property Located Immediately West of 6855 South 27th Street (Tax Key No. 738-9974-005). The Common Council May Enter Closed Session Pursuant to Wis. Stat. § 19.85(1)(e), for Market Competition and Bargaining Reasons, to Consider the Potential Acquisition of Property to be Used for Public Dog Park Purposes in the City, and to Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate.
14. Potential sale of property owned by the City of Franklin at 9619 South 60th Street, Franklin, Wisconsin, bearing Tax Key No. 898-9997-011; such property previously having been a public water well site use. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to consider the potential sale of property owned by the City of Franklin at 9619 South 60th Street, Franklin, Wisconsin, bearing Tax Key No. 898-9997-011; such property previously having been a public water well site use, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of September 15, 2020.

I. Bills.

Request for Approval of Vouchers and Payroll.

Common Council Meeting Agenda

September 15, 2020

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J. Adjournment.

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

**Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website www.franklinwi.gov

[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:

September 17	Plan Commission Meeting	7:00 p.m.
October 6	Common Council Meeting	6:30 p.m.
October 8	Plan Commission Meeting	7:00 p.m.
October 20	Common Council Meeting	6:30 p.m.
October 22	Plan Commission Meeting	7:00 p.m.
October 31	Trick or Treat	4:00 p.m. to 7:00 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
SEPTEMBER 1, 2020
MINUTES

- ROLL CALL A.1. The regular meeting of the Common Council was held on September 1, 2020 and called to order at 6:30 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, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber and Alderman John R. Nelson. Also present were Dir. of Administration Peggy Steeno, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.
- CITIZEN COMMENT B.1. Citizen comment period was opened at 6:31 p.m. and closed at 7:01 p.m.
- MINUTES
AUGUST 18, 2020 C. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council Meeting of August 18, 2020 as presented at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- MAYORAL
APPOINTMENT E. Alderman Mayer moved to confirm the Mayoral appointment of Jamie Groark, 7971 Chapel Hill Ct. S., Ald. Dist. 2, to the Environmental Commission for a 3-year unexpired term expiring 4/30/2022. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.
- CONSENT AGENDA G.1. Alderman Mayer moved to accept the donation from Victory of the Lamb, Inc. in the amount of \$14,700.00 to the Police Department. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.
- Alderman Mayer moved to approve the following consent agenda items:
- AIR CONDITIONER G.1.(a) Allow the Police Department to purchase an air conditioner unit and
POLICE DEPT. installation for computer server room for a cost not to exceed \$24,000.
- DONATIONS G.1.(b) Acknowledge and accept donations received during July and August,
2020 to the Police and Fire Departments.
- RES. 2020-7664 G.1.(c) Adopt Resolution No. 2020-7664, A RESOLUTION TO AUTHORIZE
S. 68TH ST. CHANGE ORDER NO. 2 FOR THE S. 68TH STREET VERTICAL
VERTICAL ALIGNMENT IMPROVEMENTS PROJECT IN THE AMOUNT OF
ALIGNMENT \$27,741.01 SAVINGS.

Approval of the Consent Agenda items was seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

RES. 2020-7665
DRIVE-IN THEATER
AT 7035 S.
BALLPARK DR.

G.2. Alderman Mayer moved to adopt Resolution No. 2020-7665, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR THE OPERATION OF A DRIVE-IN THEATER UPON PROPERTY LOCATED AT 7035 SOUTH BALLPARK DRIVE (MICHAEL E. ZIMMERMAN/THE ROCK SPORTS COMPLEX, LLC/BPC COUNTY LAND, LLC, APPLICANTS, BPC COUNTY LAND, LLC), amending Condition No. 5. to state that “Theater audio shall be transmitted by radio only, including all announcements, advertising, music, broadcast voices, announcers, and movies, the use of outdoor speakers shall not be permitted.” and subject to the adjustments to speakers so that they shall be directed away from neighbors’ properties. Seconded by Alderman Barber.

Alderwoman Wilhelm moved to amend the motion to “Theater audio shall be transmitted by radio only for theatre events, exclusive of corporate events, and the use of outdoor speakers shall not be permitted for theater events and used for corporate events during daylight hours.” Seconded by Alderman Nelson. Alderwoman Wilhelm withdrew motion and Alderman Nelson withdrew his second.

On the roll call vote for the adoption of Resolution No. 2020-7665, all voted Aye; motion carried.

REJECT CHANGE OF
OUTLOT 1 OF CSM
NO. 6596

G.3. Alderman Dandrea moved to reject the change of the designation of Outlot 1 of Certified Survey Map No. 6596, due to potential encroachments into protected natural resource features such as wetland setbacks and buffers present on the subject property (north side of West Rawson Avenue at approximately Fieldstone Court, Tax Key No. 748-9997-007) (Michael H. Dilworth, owner of FHCC, LLC, applicant). Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

DENY CSM

G.4. Alderman Nelson moved to reject the Certified Survey Map application due to potential encroachments into protected natural resource features such as wetland setbacks and buffers present on the subject property (north side of West Rawson Avenue at approximately Fieldstone Court, Tax Key No. 748-9997-007) (Michael H. Dilworth, owner of FHCC, LLC, applicant). Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2020-7666
NISENBAUM

G.5. Alderman Nelson moved to adopt Resolution No. 2020-7666, A RESOLUTION TO AMEND RESOLUTION NO. 2019-7526, A

- HOMES & REALTY, INC. RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A TWO-FAMILY RESIDENTIAL SIDE BY SIDE RANCH TOWNHOME USE UPON PROPERTY LOCATED AT 10504 WEST CORTEZ CIRCLE, TO EXTEND THE TIME FOR OBTAINING OF THE ISSUANCE OF A BUILDING PERMIT (GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM HOMES & REALTY, INC., APPLICANT). Seconded by Alderman Mayer. All voted Aye; motion carried.
- AGREEMENT TO HOST STUDENTS IN HEALTH DEPT. G.6. Alderwoman Wilhelm moved to allow the Director of Health and Human Services to sign Affiliation Agreement with Alverno College to host Nursing and Health Education students. Seconded by Alderman Barber. All voted Aye; motion carried.
- COVID-19 RESPONSE SUPPLEMENTAL FUNDING G.7. Alderwoman Wilhelm moved to allow the Director of Health and Human Services to accept the Centers for Disease Control (CDC) COVID-19 Response Supplemental Funding. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- COVID-19 SERVICE AGREEMENT WITH MILW. CO. G.8. Alderwoman Wilhelm moved to allow the Director of Health and Human Services authorization to execute a Service Agreement with the Milwaukee County Office of Emergency Management Emergency Medical Services Division for medical services related to COVID-19 testing. Seconded by Alderman Mayer. All voted Aye; motion carried.
- ORD. 2020-2447 AMEND 2020 CAPITAL IMPROVEMENT FUND G.9. Alderman Nelson moved to adopt Ordinance No. 2020-2447, AN ORDINANCE TO AMEND ORDINANCE NO. 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR CAPITAL IMPROVEMENT FUND TO MOVE \$30,000 OF CONTINGENCY APPROPRIATIONS FOR THE SOUTH 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS AND \$7,000 FOR THE WEST RAWSON AVENUE STREET LIGHT PROJECTS. Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.
- EHLERS & ASSOC. SECURITIES AND EXCHANGE AGENT G.10. Alderwoman Hanneman moved to direct staff to engage Ehlers & Associates for Dissemination Agent for Issuer Continuing Disclosure services for 2021 Required under Securities and Exchange Commission Rule 15c2-12. Seconded by Alderman Nelson. All voted Aye; motion carried.
- TRICK OR TREAT OBSERVANCE G.11. Alderman Barber move to establish a date and time for the Halloween Trick-or-Treat observance in the City of Franklin on October 31, 2020, from 4:00 p.m. to 7:00 p.m. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

- POPULATION ESTIMATE G.12. Alderwoman Wilhelm moved to place on file the Wisconsin Department of Administration January 1, 2020 estimate of 36,514. Seconded by Alderman Barber. All voted aye; motion carried.
- DS200 BALLOT SCANNER G.13. Alderman Mayer moved to authorize the Director of Clerk Services/City Clerk to purchase one DS200 Ballot Scanner and Tabulator in an amount not to exceed \$7,000 with a future budget amendment for funding to be taken from the Capital Outlay Contingency Account if grant funds are not available. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- COVID-19 EXP. G.14. No action was required on the COVID-19 expenditures.
- JULY, 2020 FINANCIAL REPORT G.15. Alderman Dandrea moved to receive and place on file July, 2020 Financial Report. Seconded by Alderman Barber. All vote Aye; motion carried.
- COMMITTEE OF THE WHOLE G.16. Following the Committee of the Whole Meeting on August 31, 2020
- (a) Alderwoman Wilhelm moved to direct staff to proceed as discussed in closed session at the Committee of the Whole meeting held on August 31, 2020, regarding the potential acquisition of property for public park purposes in Franklin, including, but not limited to properties for what has been conceptually termed water tower park, located in the 8100 block on the east side of South Lovers Lane Road. Seconded by Alderman Barber. All voted Aye; motion carried.
 - (b) No action was taken on the Committee of the Whole agenda item of Wholesale Public Water Supply to Franklin 2024.
 - (c) Alderman Dandrea moved to direct staff to proceed as discussed in closed session at the Committee of the Whole meeting held on August 31, 2020, regarding the Standards, Findings and Decision of the City of Franklin Common Council Upon the Application of Mills Hotel Wyoming, LLC, Applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance; A Resolution Conditionally Approving a 2 Lot Certified Survey Map, Being All of Lot 84 in Ryan Meadows, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Mills Hotel Wyoming, LLC,

Applicant) (Generally on the East Side of Monarch Drive, South of Chicory Street, Area Commonly Known as Area G); and Site Plan application by Copart of Connecticut, Inc. to allow for construction of a 7,200 square foot building and vehicle storage yard for Copart, Inc. (on approximately 44-acres upon or adjacent to the afore described properties), approved at the May 7, 2020 Plan Commission meeting, conditioned in part on the approval of a concurrent rezoning application (Mills Hotel Wyoming, LLC, Applicant) (for a portion of the afore described properties), which was denied by the Common Council on May 19, 2020 (all related to properties within the Bear Development Ryan Meadows Development). Seconded by Alderman Barber. On roll call, Alderman Barber, Alderwoman Hanneman, and Alderman Dandrea voted Aye; Alderman Nelson, Alderwoman Wilhelm, and Alderman Mayer voted No. Mayor Olson broke the tie by voting in the affirmative. Motion carried.

(d) No action was on the 2021 Budget kick-off information.

LICENSES AND
PERMITS

H. Alderman Nelson moved to approve the following:

Grant Temporary Entertainment and Amusement License to Mulligan's Irish Pub & Grill, Brian Francis, 8933 S. 27th St. on Saturday, September 12, 2020, from 6:00 p.m. to 10:00 p.m.;

Deny Operator's License applications for Manuel Correa-Coria, 6388 S. 20th St., Milwaukee; and Jenny Keonoukhoun, 7839 S. Scepter Dr. Apt. 21, due to falsification of applications;

Hold Heather M Borger, 511 Montana Ave., South Milwaukee, until applicant contacts Clerk's office to appear before the License Committee.

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

VOUCHERS AND
PAYROLL

I. Alderman Dandrea moved to approve City vouchers with an ending date of September 1, 2020 in the amount of \$1,434,835.74; Payroll dated August 28, 2020 in the amount of \$415,272.32 and payments of the various payroll deductions in the amount of \$536,986.29 plus City matching payments; Estimated payroll dated September 11, 2020 in the amount of \$410,000.00 and payments of the various payroll deductions in the amount of \$229,000.00, plus City matching payments; Approval to release payments to miscellaneous vendors in the amount of \$55,951.00; and Approval to release Library vouchers not to exceed

\$39,000.00 Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

DEVELOPMENT
AGREEMENT TID 8

- G.17. Alderwoman Hanneman moved to enter closed session at 8:17 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec Building Mixed Use Development and a Development Agreement for JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec Buildings Mixed Use Development (Public Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the development agreements 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 to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried

No action was taken on this item upon reentering closed session at 8:37 p.m.

ADJOURNMENT

- J. Alderman Mayer moved to adjourn the meeting at 8:37 p.m. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

<p style="text-align: center;">APPROVAL <i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 09-15-20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Mayoral Appointments</p>	<p style="text-align: center;">ITEM NUMBER E.</p>

The Mayor has made the following appointments for Council confirmation:

1. James Martins, 8410 Fountain Ct., Ald. Dist. 1 – Fire and Police Commission, for a 5 year unexpired term expiring 04/30/25.
2. Robert Goetsch, 4037 W. Forest Hill Ave., Ald. Dist. 5 - Economic Development Commission, for a 2 year term expiring 06/30/22.

COUNCIL ACTION

Motion to confirm the following Mayoral appointments:

1. James Martins, 8410 Fountain Ct., Ald. Dist. 1 – Fire and Police Commission, for a 5 year unexpired term expiring 04/30/25.
2. Robert Goetsch, 4037 W. Forest Hill Ave., Ald. Dist. 5 - Economic Development Commission, for a 2 year term expiring 06/30/22.

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Monday, September 7, 2020 12:36 PM
To: Lisa Huening, Shirley Roberts, Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: James Martins
PhoneNumber:
EmailAddress:
YearsasResident: 15
Alderman: 1
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: yes
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: City of Franklin Fire Department
CompanyAddressJob1:
TelephoneJob1:
StartDateandPositionJob1: 12-12-02 Fire Chief
EndDateandPositionJob1: 12-12-12 Fire Chief Retired
CompanyNameJob2:
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2:

EndDateandPositionJob2:

CompanyNameJob3:

AddressJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature:

James Martins

Date:

9-7-2020

Signature2:

James Martins

Date2:

9-7-2020

Address:

8410 Fountain Court Franklin WI 53132

PriorityListing:

DescriptionofDutiesJob1:

Manage the operations of the department as well as emergency services.

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

Between my time as a Deputy Chief for the City of Milwaukee and my years of service to the City of Franklin Fire Department had nearly 40 years in the fire service

ClientIP:

75.9.81.151

SessionID:

y5x2mml0skshxqhxdcmdcsns

[See Current Results](#)

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;"><i>9/15/2020</i></p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council approval of the revised “Agreement for Mutual Assistance” (also referred to as the Milwaukee County “Shared Services Agreement”)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 1.</i></p>

In November of 2018, Council approved the “Agreement for Mutual Assistance” between all fire/EMS agencies within Milwaukee County. All other municipalities had signed on to the agreement in May of 2014. Franklin was not an original signatory as the City Attorney and City Administrator at the time had significant concerns over indemnity language in the agreement.

Despite these concerns, signing on to this was necessary in order to participate in the more robust mutual aid system known as Milwaukee County “Shared Services”. Originally, Shared Services participants included only Milwaukee, West Allis, North Shore, Wauwatosa, Oak Creek, and St. Francis fire departments. Franklin is thus far the only other “transfer-in” to Shared Services participation on 01/01/19; however, it is expected that all other Milwaukee County municipal fire departments will be participants by the end of 2021. Franklin signed on to the agreement in 2018 with the understanding that we would participate in Shared Services, but push to have the indemnity language corrected in the agreement.

In March of 2020, the ICC voted to send the document to the three municipal insurance administrators of the participants (League of WI Municipalities, CVMIC, and City of Milwaukee) rather than 19 independent municipal attorneys for revision and approval. That has now been accomplished, and is the document that is included in the packet.

The original 2014 agreement also included a related memorandum of understanding (MOU) signed by the fire chiefs that were participating in the Shared Services response model. The fire chief signed this document in 2018, and this is what technically “allows” participation in the Shared Services mutual aid response model. Signing this document confirms FFD’s commitment to adhere to Shared Services standards regarding standard operating procedures and protocols, training performance requirements, communications templates, and resource allocation; however, it also gives FFD administration a voice and vote in establishing said standards. This is now being referred to as the Shared Services “Operational Policy.” The consensus among the Milwaukee County Association of Fire Chiefs and the ICC is that this document is an agreement between participating chiefs to meet mutually accepted standards, which is self-enforced and is not subject to political approval. This document has not been included, as it is a “living” document that will likely be revised as the remaining departments sign on to Shared Services in 2021.

COUNCIL ACTION REQUESTED

Motion to approve Fire Department participation in the Milwaukee County “Agreement for Mutual Assistance” and to authorize the Fire Chief to participate in any continued revision and amendment of the Shared Services Operational Policy.

AGREEMENT FOR MUTUAL ASSISTANCE

This Agreement for Mutual Assistance, (“Agreement”), is entered into as of the date signed the respective parties, each a Wisconsin Municipal Corporation acting by and through its fire departments, each with proper authorization to execute this Agreement, (herein referred to collectively as “the Parties” or “the Departments” and individually as “a Party” or “a Department”), and is made pursuant to Wis. Stat. Secs. 66.0301 and 66.03125.

Section 1. Purpose.

The purpose of this agreement is to provide for extended firefighting capabilities in the participating municipalities when deemed necessary under the circumstances described herein. The parties understand that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

The governing officials of the governmental entities set forth below, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters. As such, this Agreement is intended to provide for fire department response circumstances not specifically otherwise provided for under separate non-applicable to this Agreement existing Mutual Aid Fire Service Agreements and Mutual Aid Box Alarm System Agreements, that being the response to a call for service in an area outside of the responder’s municipality, due to the proximity of facilities and equipment for a potentially more rapid response.

The parties understand that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

Section 2. Authority.

This Agreement is made and entered into by the parties pursuant to the authority granted by Wisconsin Statute Section 66.0301, which authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and Wisconsin Statute Section 66.03125, which authorizes fire departments to engage in mutual assistance within a requesting fire department’s jurisdiction.

Section 3. Definitions.

Mutual Assistance

Mutual Assistance as applied herein means the loaning of services with the accompanying apparatus, by one or more municipalities, to meet an emergency beyond the capabilities of the municipality being aided.

Participating Municipalities

A municipality that commits itself to this mutual aid agreement by passage of a resolution or ordinance authorizing participation in the program with other participating member municipalities for rendering

and receiving mutual aid and in the event of an incident in accordance with team operating procedures.

Requesting Agency

The municipality in which an incident occurs that cannot be adequately handled by the local Fire Department.

Aiding Agency

A municipality furnishing fire and/or EMS personnel, equipment and apparatus to a Requesting Agency's municipality.

Emergency condition

For the purposes of this Agreement, any unexpected fire and/or EMS occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both; a hazardous situation is a situation that creates a level of threat to life, property, health or the environment.

Sections 4. Mutual Considerations and Conditions.

1. In consideration for each party's mutual assistance to the other upon the occurrence of an emergency condition and/or hazardous situations in any portion of the designated area where this Agreement is in effect, a predetermined number of firefighting equipment and/or emergency medical equipment or personnel of the parties may be dispatched to such point where the emergency condition and/or hazardous situations exists in order to assist in the protection of life and property, subject to the conditions hereinafter stated.

Details as to amounts and types of assistance to be dispatched, logistical methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chiefs of the fire departments from the respective parties. These details will be stipulated in an Operation Policy and signed by the Chiefs of the departments upon authorization from their respective governing bodies. No party shall have any obligation pursuant to this Agreement to another party unless and until an Operation Policy is executed between the respective parties. Said Operation Policy may be revised or amended at any time by mutual agreement of the Fire Chiefs as they are so respectively authorized and as conditions may warrant. The Operational Policy should be reviewed annually and as needed.

2. Personnel and equipment dispatched pursuant to this agreement shall report for direction and assignment to the fire chief or incident commander of the fire department of the jurisdiction in which the mutual assistance service is being provided and in accordance with the Operation Policy.
3. Either party may decline a request for mutual aid, if in the best judgment and discretion of the responding party's fire chief or other ranking officer in charge at the time, the safety of the

responding party's own jurisdiction's inhabitants would be excessively compromised or otherwise put in unwarranted jeopardy. In the event of such decision, the responding party shall immediately notify the requesting party of its decision and may assist the requesting party in summoning assistance of other service providers, if practical or feasible. These actions shall be monitored by the Chief or their designees to ensure equitability of services.

No liability of any kind or nature shall be attributed to or be assumed whether express or implied by a party hereto, its duly authorized agents and personnel for failure or refusal to render aid. In addition, there shall not be any liability for a party that withdraws aid once provided pursuant to the terms of this Agreement. However, once a request is accepted it should generally be carried through and not withdrawn.

4. While it is deemed equally beneficial, sound and desirable for the parties of this agreement to work collaboratively in accordance with the terms of this agreement, it is not the intent of the parties to transfer risk to or assume liability on behalf of another party to this agreement. At all times while equipment and personnel of any party's fire department are traveling to, from, or within the geographical limits of any other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.

5. This Agreement is not intended to create an employer/employee relationship between the parties. The requesting party, or the party in charge under the operations policy, shall assume control over the operations of the mutual aid incident scene; however, it shall be each party's responsibility to maintain the safety of its own personnel and others at the scene or within its immediate vicinity. Each party to this Agreement, in relation to any and all other parties to this Agreement, is responsible for the operation of its own vehicles and equipment and the acts of its personnel responding to a request for mutual assistance while they are providing assistance in the requesting community. The employees that may provide services under this Agreement shall continue to be the employees of his or her employing parties' fire department and shall be covered by his or her employing parties' fire department municipality for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 Wisconsin Statutes and any civil liability insurance. Any employee while providing services under this Agreement is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing parties' fire department.

The terms and provisions of this Agreement are applicable to and only for the benefit of the parties hereto, and not to any other person or claimant not a party hereto, and shall not under any circumstances be construed to be enforceable by or in any way used as evidence for any claim for wages, benefits or the like which may be due to any employee of any party hereto.

6. The parties declare and acknowledge that they are governmental entities entitled to governmental immunity under the common law and under Section 893.80 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes. The parties also agree that they are not waiving any other immunities or defenses available to them under

state, federal or administrative law. All of the provisions of Section 895.46 of the Wisconsin Statutes also apply.

7. Each party hereto shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of being a party to this Agreement. Annually and upon request, a party must provide evidence of compliance with the insurance provisions of this section to the other party.
8. The parties agree that each shall respond without any cost, charge or financial assessment to the other for cost incurred pursuant to this Agreement. However all parties providing assistance hereunder shall be entitled to the equitable distribution between the parties providing services of any expenses recovered from other responsible entities. The Chief or designee of the Department receiving reimbursement shall be responsible for working with the other parties to find a reasonably equitable distribution among all claimant departments. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.
9. In the event that any individual performing duties subject to this Agreement shall be named as a defendant party in any state or federal civil lawsuit brought by a third party, arising out of his or her official acts performed within the scope of his/her duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits and the same insurance of his/her employing agency that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed. Moreover, 895.46 Wis. Stats., shall apply to such individual performing duties subject to this Agreement. Accordingly, the benefits of defense and indemnification to third party lawsuits as described in this paragraph shall be supplied by the party where the individual is regularly employed.
10. This Agreement shall commence and become effective as to any party shall be on the date of the signature of any such party hereto and shall supersede any previous versions of this mutual aid agreements entered into by the parties.
11. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other parties' Fire Chief. The cancellation notice shall be filed with the Clerks of each municipality.
12. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 5. Effect of Other Agreements

1. The Municipal Elected Bodies for the undersigned may from time to time enter into separate agreements for the purchase and/or equitable sharing of equipment, personnel, etc. with and between any of the undersigned parties. Said separate agreements are not intended to impact the intent or terms of this Mutual Aid Agreement contained herein.

2. Separate agreements under this section should be approved subject to notification of all of the undersigned parties.
3. Should any party outside of Milwaukee County be considered as a party to this agreement, all undersigned parties should be notified of such interest and intent.

BE IT RESOLVED:

1. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.
2. This Agreement is hereby approved subject to the terms, conditions and limitations set forth in said agreement.
3. The parties hereby enter into this Agreement knowingly, voluntarily and for the benefit of their communities, humanity and the common good.
4. The undersigned representatives of each party are hereby authorized to abide to the terms, conditions and limitations set forth in this Agreement.

This signatory certifies that this Agreement for Mutual Assistance has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is document is attached hereto.

Municipal Corporation

Signatory

Date

AGREEMENT FOR MUTUAL ASSISTANCE

This Agreement for Mutual Assistance, (“Agreement”), is entered into as of the date signed the respective parties, each a Wisconsin Municipal Corporation acting by and through its fire departments, each with proper authorization to execute this Agreement, (herein referred to collectively as “the Parties” or “the Departments” and individually as “a Party” or “a Department”), and is made pursuant to Wis. Stat. Secs. 66.0301 and 66.03125.

Section 1. Purpose.

The purpose of this agreement is to provide for extended firefighting capabilities in the participating municipalities when deemed necessary under the circumstances described herein. The parties understand that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

The governing officials of the governmental entities set forth below, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters. As such, this Agreement is intended to provide for fire department response circumstances not specifically otherwise provided for under separate non-applicable to this Agreement existing Mutual Aid Fire Service Agreements and Mutual Aid Box Alarm System Agreements, that being the response to a call for service in an area outside of the responder’s municipality, due to the proximity of facilities and equipment for a potentially more rapid response.

The parties understand that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

Section 2. Authority.

This Agreement is made and entered into by the parties pursuant to the authority granted by Wisconsin Statute Section 66.0301, which authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and Wisconsin Statute Section 66.03125, which authorizes fire departments to engage in mutual assistance within a requesting fire department’s jurisdiction.

Section 3. Definitions.

Mutual Assistance

Mutual Assistance as applied herein means the loaning of services with the accompanying apparatus, by one or more municipalities, to meet an emergency beyond the capabilities of the municipality being aided.

Participating Municipalities

A municipality that commits itself to this mutual aid agreement by passage of a resolution or ordinance authorizing participation in the program with other participating member municipalities for rendering

and receiving mutual aid and in the event of an incident in accordance with team operating procedures.

Requesting Agency

The municipality in which an incident occurs that cannot be adequately handled by the local Fire Department.

Aiding Agency

A municipality furnishing fire and/or EMS personnel, equipment and apparatus to a Requesting Agency's municipality.

Emergency condition

For the purposes of this Agreement, any unexpected fire and/or EMS occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both; a hazardous situation is a situation that creates a level of threat to life, property, health or the environment.

Sections 4. Mutual Considerations and Conditions.

1. In consideration for each party's mutual assistance to the other upon the occurrence of an emergency condition and/or hazardous situations in any portion of the designated area where this Agreement is in effect, a predetermined number of firefighting equipment and/or emergency medical equipment or personnel of the parties may be dispatched to such point where the emergency condition and/or hazardous situations exists in order to assist in the protection of life and property, subject to the conditions hereinafter stated.

Details as to amounts and types of assistance to be dispatched, logistical methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chiefs of the fire departments from the respective parties. These details will be stipulated in an Operation Policy and signed by the Chiefs of the departments upon authorization from their respective governing bodies. No party shall have any obligation pursuant to this Agreement to another party unless and until an Operation Policy is executed between the respective parties. Said Operation Policy may be revised or amended at any time by mutual agreement of the Fire Chiefs as they are so respectively authorized and as conditions may warrant. The Operational Policy should be reviewed annually and as needed.

2. Personnel and equipment dispatched pursuant to this agreement shall report for direction and assignment to the fire chief or incident commander of the fire department of the jurisdiction in which the mutual assistance service is being provided and in accordance with the Operation Policy.
3. Either party may decline a request for mutual aid, if in the best judgment and discretion of the responding party's fire chief or other ranking officer in charge at the time, the safety of the

responding party's own jurisdiction's inhabitants would be excessively compromised or otherwise put in unwarranted jeopardy. In the event of such decision, the responding party shall immediately notify the requesting party of its decision and may assist the requesting party in summoning assistance of other service providers, if practical or feasible. These actions shall be monitored by the Chief or their designees to ensure equitability of services.

No liability of any kind or nature shall be attributed to or be assumed whether express or implied by a party hereto, its duly authorized agents and personnel for failure or refusal to render aid. In addition, there shall not be any liability for a party that withdraws aid once provided pursuant to the terms of this Agreement. However, once a request is accepted it should generally be carried through and not withdrawn.

4. While it is deemed equally beneficial, sound and desirable for the parties of this agreement to work collaboratively in accordance with the terms of this agreement, it is not the intent of the parties to transfer risk to or assume liability on behalf of another party to this agreement. At all times while equipment and personnel of any party's fire department are traveling to, from, or within the geographical limits of any other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.
5. This Agreement is not intended to create an employer/employee relationship between the parties. The requesting party, or the party in charge under the operations policy, shall assume control over the operations of the mutual aid incident scene, however it shall be each party's responsibility to maintain the safety of its own personnel and others at the scene or within its immediate vicinity. Each party to this Agreement, in relation to any and all other parties to this Agreement, is responsible for the operation of its own vehicles and equipment and the acts of its personnel responding to a request for mutual assistance while they are providing assistance in the requesting community. The employees that may provide services under this Agreement shall continue to be the employees of his or her employing parties' fire department and shall be covered by his or her employing parties' fire department municipality for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 Wisconsin Statutes and any civil liability insurance. Any employee while providing services under this Agreement is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing parties' fire department.

The terms and provisions of this Agreement are applicable to and only for the benefit of the parties hereto, and not to any other person or claimant not a party hereto, and shall not under any circumstances be construed to be enforceable by or in any way used as evidence for any claim for wages, benefits or the like which may be due to any employee of any party hereto.

6. The parties declare and acknowledge that they are governmental entities entitled to governmental immunity under the common law and under Section 893.80 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes. The parties also agree that they are not waiving any other immunities or defenses available to them under

state, federal or administrative law. All of the provisions of Section 895.46 of the Wisconsin Statutes also apply.

7. Each party hereto shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of being a party to this Agreement. Annually and upon request, a party must provide evidence of compliance with the insurance provisions of this section to the other party.
8. The parties agree that each shall respond without any cost, charge or financial assessment to the other for cost incurred pursuant to this Agreement. However all parties providing assistance hereunder shall be entitled to the equitable distribution between the parties providing services of any expenses recovered from other responsible entities. The Chief or designee of the Department receiving reimbursement shall be responsible for working with the other parties to find a reasonably equitable distribution among all claimant departments. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.
9. In the event that any individual performing duties subject to this Agreement shall be named as a defendant party in any state or federal civil lawsuit brought by a third party, arising out of his or her official acts performed within the scope of his/her duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits and the same insurance of his/her employing agency that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed. Moreover, 895.46 Wis. Stats., shall apply to such individual performing duties subject to this Agreement. Accordingly, the benefits of defense and indemnification to third party lawsuits as described in this paragraph shall be supplied by the party where the individual is regularly employed.
10. This Agreement shall commence and become effective as to any party shall be on the date of the signature of any such party hereto and shall supersede any previous versions of this mutual aid agreements entered into by the parties.
11. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other parties' Fire Chief. The cancellation notice shall be filed with the Clerks of each municipality.
12. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 5. Effect of Other Agreements

1. The Municipal Elected Bodies for the undersigned may from time to time enter into separate agreements for the purchase and/or equitable sharing of equipment, personnel, etc. with and between any of the undersigned parties. Said separate agreements are not intended to impact the intent or terms of this Mutual Aid Agreement contained herein.

2. Separate agreements under this section should be approved subject to notification of all of the undersigned parties.
3. Should any party outside of Milwaukee County be considered as a party to this agreement, all undersigned parties should be notified of such interest and intent.

BE IT RESOLVED:

1. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.
2. This Agreement is hereby approved subject to the terms, conditions and limitations set forth in said agreement.
3. The parties hereby enter into this Agreement knowingly, voluntarily and for the benefit of their communities, humanity and the common good.
4. The undersigned representatives of each party are hereby authorized to abide to the terms, conditions and limitations set forth in this Agreement.

This signatory certifies that this Agreement for Mutual Assistance has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is document is attached hereto.

Municipal Corporation

Signatory

Date

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>3/11</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;"><i>9/15/2020</i></p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Extension of Agreement between Milwaukee County and the City of Franklin (Fire Department) for continued participation in the County-wide provision of Advanced Life Support (Paramedic) services through 2025.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 2.</i></p>

The attached agreement allows the Franklin Fire Department to operate as part of the county-wide paramedic system. The Milwaukee County EMS System is widely regarded as a national "model" for provision of pre-hospital emergency medical services (EMS), and the Franklin Fire Department has been providing high-quality ALS services to City and County residents under MCEMS direction since 1989.

The agreement, which was negotiated between the Intergovernmental Cooperation Council (ICC) and Milwaukee County, with participation and input from the Milwaukee County Association of Fire Chiefs and Milwaukee County Office of Emergency Management-EMS, has been in effect in its current form since 2017, with minor modifications and a subsequent extension through the end of 2020.

Current consensus among members of the ICC and the MCAFC is that, while not perfect, the agreement is equitable and effective. The county-wide Regional Response Model at the beginning of the COVID-19 pandemic proves the value of such a regional approach to providing emergency services.

Included are the original 2017 agreement along with updated distribution tables through 2025 and Milwaukee County Board resolution approving the extension.

The City of Franklin is treated favorably in the terms of the agreement and the Fire Chief recommends approval.

COUNCIL ACTION REQUESTED

Request Council approval of the extension of the agreement between the City and Milwaukee County for continued participation in the Milwaukee County EMS system through 2025.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MILWAUKEE COUNTY AND CITY OF FRANKLIN FOR
EMERGENCY MEDICAL SERVICES (EMS) (2017 – 2018)**

THIS AGREEMENT is entered into pursuant to Section 66.0301, Wisconsin Statutes, between Milwaukee County, a municipal body corporate (hereinafter referred to as “County”), and City of Franklin, a Wisconsin municipal corporation, pursuant to an intergovernmental agreement as authorized under the provisions of Wis. Stat. § 66.0301, (hereinafter referred to as “Municipality”). Together, County and Municipality, shall be referred to as “Parties”.

RECITALS:

Whereas, Section 66.0301(2), Wisconsin Statute authorizes agreements between a county, city or village for the receipt and furnishing of emergency medical services; and

Whereas, Chapter 256 of the Wis. Stats., Department of Health Services (DHS) Chapter 110 of the Wis. Administrative Code, Department of Transportation (DOT) Chapter 309 of the Wis. Administrative Code, which are incorporated by reference into this contract to define emergency medical services (EMS) as set forth herein; and

Whereas, the County wishes to provide for the coordinated delivery system of EMS services to the citizens of the County and others, and both Parties are willing to share in the costs of the program; and

Whereas, the County, the Fire Chiefs of Milwaukee County, the Intergovernmental Cooperation Council (ICC), and the contracted-for-service Medical Director and associated health system, all desire that fire-based emergency medical services provide for the most efficient and seamless provision of quality emergency medical care to the residents and visitors of Milwaukee County; and

Now therefore, in consideration of the objectives of the Parties and the mutual benefits accruing to the Parties from performance of the covenants herein made, it is mutually agreed that this Agreement sets forth their respective responsibilities in conjunction with the provision of Emergency Medical Services within Milwaukee County.

ARTICLE I. PURPOSE AND SCOPE

A. The Parties enter into this Agreement for the purpose of providing EMS Services to the citizens and visitors of Milwaukee County, which may include (check all that apply):

- Advanced Life Support (ALS) services at the paramedic level (also hereinafter referred to as “paramedic service”), and/or
- Basic Life Support (BLS) services, and/or, (also hereinafter referred to as “BLS service”), and/or
- Advanced Emergency Medical Technician (AEMT) services.

38 The Parties agree that the Municipalities in Milwaukee County, the Milwaukee County Fire Chiefs
40 Association (MCAFC), the Intergovernmental Cooperation Council (ICC), Milwaukee County and
41 its contracted-for-service Medical Director and associated health system, desire that a uniform EMS
4 delivery system be in place that enhances resources and benefits to the public in an efficient and
4 cost effective manner.

44 B. The Parties agree that EMS services will be performed and their respective duties and
45 responsibilities will be in accord with the provisions of this Agreement and further in accordance
46 with Wisconsin State Statute Chapter 256; Wisconsin Administrative Code, Chapter DHS 110 and
4 Chapter Trans 309; and Milwaukee County Ordinance Chapter 97, as they exist at the time this
48 Agreement is entered into, which are incorporated by reference into this Agreement as if set forth
herein. The adoption by reference is intended to incorporate future amendments to the provisions of
50 state law or county ordinance to provide the EMS level services as intended by this Agreement; and
51 if the provisions of state law or county ordinance were or are recodified or renumbered, the
reference or adoption is intended to incorporate the recodification or the renumbering.

4 **ARTICLE II. TERM**

This Agreement shall be effective from January 1, 2017 until December 31, 2018 unless extended
56 or terminated in accordance with terms of this contract.

58 **ARTICLE III. COUNTY REQUIREMENTS**

A. County will provide both initial (classroom, skills lab, clinical and distance learning) and
60 continuing education training at the paramedic level at no cost to Municipality:

61 1. That have been issued an independent State Emergency Medical Technician –
62 Paramedic (EMT-P) license, and

6 2. Whose paramedics meet the saturation level as defined herein, ARTICLE III(B)(5).

64 B. Municipality and County shall work together to create the most efficient means possible to
65 deliver educational services herein with the intent to ensure provider departments are able to
66 provide ALS services to their assigned response area(s) while also balancing the County's access to
6 education resources.

68 1. County reserves the right to provide services detailed in this section either through
County employees or contractors.

70 2. County reserves the right to limit class enrollment and change or cancel class
7 scheduling based on resources to include budget and staff.

7 3. County reserves the right to establish minimum entrance requirements for EMT-P
3 candidates.

6 4. The education programs shall meet the State of Wisconsin license requirements and
qualify students for participation in the National Registry Examination for an Emergency Medical
Technician – Paramedic (NREMT-P).

5. County will accept enrollment and continuing education of paramedic providers to a saturation point listed below for each Municipality. Municipality may have a number greater than the saturation number, however, those associated excess education costs shall be borne by said Municipality on a fee for service basis.

SATURATION NUMBERS								
	MED UNITS	PARAMEDIC*	FIRE STATIONS	PARAMEDIC**	FORMULA PARAMEDICS	2017 PARAMEDICS*	VARIANCE	SATURATION NUMBERS
Franklin	3	27	3	12	39	38	1	39
Greendale	2	18	1	4	22	13	9	22
Greenfield	4	36	2	8	44	42	2	44
Milwaukee	13	117	36	144	261	191	70	261
North Shore	3	27	5	20	47	33	14	47
Oak Creek	3	27	3	12	39	38	1	39
South Milwaukee	3	27	1	4	31	15	16	31
Wauwatosa	3	27	3	12	39	54	-15	54
West Allis	4	36	3	12	48	62	-14	62
TOTAL					570	486	84	599

- * The numbers to be used will be the actual paramedics licensed by January 1st, 2017
- I Applicable to Municipalities that hold State EMT-P licenses
- II Formula based on # Med Units and # of Fire Stations
- III Med Units are manned by 2 paramedics/shift, +1 for vacation/sick time E.g., 1 Med Unit operating 3 shifts needs 9 paramedics.
- IV Fire Station paramedic staffing of 1/shift, +1 additional coverage over 3 shifts for vacation/sick time
- V Saturation number based on the higher of the formula, or number of trained paramedics as of January 1st, 2017
- VI Med Units equipped by the County must be staffed and available 25% or more during each year in order to be in the count.
- VII The Saturation number may change if a Municipality increases or decreases the number of Med Units or Fire Stations.
- VIII Additional Municipalities may be added to the Saturation table should they become state-licensed or should they ride on a partnering Municipality's state license, with approval from the State DHS.

a. Paramedic saturation numbers are a balance of:

- i. Paramedic proficiency (increased numbers diminish medical practice occurrences in the field);
- ii. Staffing complexities of ALS transport units, or Med Units;
- iii. Grandfathering of paramedics already licensed by the Municipality on the date of January 1st, 2017; and
- iv. County budget restraints on education and equipment resources.

C. County shall provide on-line and off-line medical direction to include formal patient care protocols, policies, procedures and standards and medical oversight for municipal employees active in the provision of EMS services.

D. County shall maintain the current inventory of cardiac monitor-defibrillator equipment and communication equipment necessary to transmit voice and electrocardiogram (ECG) data on transporting paramedic ambulances, or Med Units, as defined in Wisconsin Administrative Code, Department of Health Services, DHS Section, 110.50. Capital replacement of cardiac monitors and communication equipment will be based on the annual budgetary appropriations of the County.

1. Replacement of the current inventory of cardiac monitor-defibrillator equipment and communications equipment shall be in accordance with the number of paramedic ambulances, or Med Units, in each municipality, shown below.

	MED UNITS
Franklin	3
Greendale	2
Greenfield	4
Milwaukee	13
North Shore	3
Oak Creek	3
South Milwaukee	3
Wauwatosa	3
West Allis	4

2. The County shall consult the Municipality, with adequate advanced notice, for the planned replacement of equipment that is within the County's financial responsibility.

3. The County must approve cardiac monitor-defibrillators and communications equipment that is purchased independently by a Municipality before it can be operated in EMS service.

4. The County and Municipality will negotiate responsibility for purchase and maintenance of cardiac monitor-defibrillator and communication equipment for new paramedic ambulances, or Med Units, placed in service.

E. County shall allow municipalities providing BLS services to enter into separate agreements with the County Office of Emergency Management (OEM) - EMS Education Center on a fee for service basis for refresher class, continuing education and Internet web based education.

F. County shall be solely responsible for securing funding, equipment, and education, necessary to allow the Municipality to participate in research projects that are initiated by an institution with approval from a fully accredited Institutional Review Board (IRB) via the Association for the Accreditation of Human Protection Programs, Inc. (AARPP) with oversight from a Human Research Protection Program (HRPP). The County shall also:

1. Assure that any patient care research that requires new or updated equipment, software or hardware will be considered a direct expense of the organization requesting a research study be conducted by the EMS agencies within the County of Milwaukee. All avenues to recover and reimburse these costs will be explored by the organization requesting the research study within the research organization's legal and ethical constraints.

2. Be responsible to ensure research protocol education and training will be integrated into existing Wisconsin Department of Health Services (DHS) EMS Section mandated continuing education programming whenever possible.

3. Ensure all studies conducted within the County EMS System shall have Institutional Review Board (IRB) approval from an accredited IRB for federal-wide assurance of protection of human subjects and Office of Emergency Management (OEM) - EMS Research Committee approval and that said study is monitored by a Human Research Protection Program (HRPP).

4. Ensure that indirect costs of research such as but not limited to, meeting attendance, protocol compliance and quality improvement efforts will be based on a mutually agreed

133 upon exchange of services and payment between the County and the Principle Investigator
134 of the study. County will pass along to the Municipality the exchange of services or
135 payments received.

1 5. Ensure all EMS research studies performed in the County of Milwaukee will be
1 6 reviewed and approved consistent with the County OEM - EMS Research Policies and
1 Procedures and by the County OEM - EMS Research Committee.

1 8 6. Research is a matter of policy determination by the Milwaukee County Board of
1 9 Supervisors per MCGO 97.07(6), noting the duties and powers of the emergency medical
1 services council as “recognizing that the county board of supervisors reserves the right to
1 review all policies and programs.”

43 **ARTICLE IV. MUNICIPALITY REQUIREMENTS**

144 A. The Municipality is responsible for the purchase of any vehicle and all equipment required
145 under Wisconsin Administrative Code, Department of Transportation (DOT), Chapter Trans 309.
1 6 The Municipality is responsible for insuring and maintaining its vehicles and equipment. The
4 Parties agree to collectively develop standard equipment inventory for paramedic services. Non-
48 disposable equipment provided by the County shall remain the property of the County and the
7 County may, upon written notification provided 72 hours in advance to the Municipality, remove
1 6 any County-owned equipment. All equipment purchased by the Municipality will remain property
51 of the Municipality.

1 7 B. The Municipality shall assume liability for replacement of County-owned equipment when
1 8 the equipment is lost and/or damaged due to an act of negligence on the part of Municipality’s
1 4 employee(s). The Municipality will not be held liable for defects in equipment purchased by the
1 County.

1 6 C. If the Municipality performing EMS service chooses to bill users for services, it will do so in
1 accordance with local, state and federal guidelines. Transport coding shall be commensurate with
1 8 said guidelines, current medical billing standards, and EMS scope of practice. The Municipality
1 9 shall retain EMS revenue earned to cover the cost of providing services. The County shall not be
1 6 held fiscally responsible for the inability to collect any revenues, contractual allowances or other
6 write-offs for individual accounts associated with those invoices for EMS services.

1 6 D. Municipality is responsible for EMS services to conform with Wis. s.s. 256, DHS 110, DOT
309, MCGO 97, and published standards, protocols, policies and procedures of the OEM – EMS
34 Division.

6 E Municipality will ensure their County-equipped, on-duty paramedic transport unit resources,
1 6 or Med Unit(s), are available to all municipalities within the boundaries of Milwaukee County if
1 6 requested and the resources are available at the time of the request. Daily operations, to include
1 8 peak demand periods which require extraordinary resource utilization, may require mutual aid
1 9 assistance from outside the Municipality. The intent herein is for all requested and available units
1 to be sent to Municipality requesting such mutual aid. Should the sending Municipality require

similar aid, the same shall hold true. Said Municipality shall not be required to provide services when:

1. Equipment and/or staffing is unavailable due to emergency conditions and/or hazardous situations confronting the Municipality requested to make available its paramedic resources;

a. An emergency condition is defined as a sudden, urgent, unexpected occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both;

b. A hazardous situation is a situation that creates a level of threat to life, property, health or the environment.

F. Municipality paramedic transport units, or Med Units, that are equipped by the County, shall be staffed and available 25% or more during each year in order to count as a Med Unit; Municipality shall provide verification of such availability quarterly to the County.

G. Municipality agrees that attendance standards for paramedic training set by the County shall be adhered to; in absence thereof, students may be withdrawn from their current training and the Parties shall meet on a case-by-case basis to assess re-enrollment of affected individuals.

H. Municipality agrees to cooperate with County in administering a progressive quality improvement program consistent with other high performing EMS systems in the United States. This includes specific adherence to existing performance metrics captured and tracked by OEM - EMS Quality Assurance/Improvement with deviation standards commensurate with national benchmarking and previously established through a Performance Measurement Initiative (PMI). Municipalities of any EMS service are required to meet PMI requirements in order to maintain medical control and system practice privileges for their EMS providers. Failure of Municipality to comply with PMI standards will result in a loss of County funds outlined in ARTICLE V(B).

I. Municipal paramedics licensed after July 1, 2010, shall achieve and maintain credentials as a National Registry Emergency Medical Technician – Paramedic (NREMT-P) throughout their tenure as a paramedic within Milwaukee County.

J. Municipality shall provide electronic patient care records for patients treated and/or transported by an EMS unit, electronically, within 72 hours, which meets the County’s database and/or repository needs. The data collection method utilized by the Municipality shall meet the National EMS Information System Project (NEMSIS) dataset standards in effect during the term of the contract.

K. Municipality shall provide connectivity to/from the video conferencing system, and also ensure it is operating and maintained, as previously deployed in partnership by County and Municipalities as of the date of execution of this contract.

L. Respond to all quality assurance and quality improvement inquiries from the County in the timeframe established by the County.

M. Municipality shall agree to participate in research as determined by the OEM - EMS Research Committee. This could include, but is not limited to enrolling patients, data collection and

educational sessions. Municipalities shall have a minimum of one representative of all Municipalities on the OEM - EMS Research Committee. Municipalities are not responsible to fund equipment, medications or education that is related to a research study conducted under authorities in ARTICLE III(F).

ARTICLE V. COUNTY FUNDING REQUIREMENTS

A. The County shall include in its adopted annual budget, funds to be paid to contracted Municipality to assist in provision of coordinated, county-wide delivery of paramedic services in the amounts detailed below.

2017: \$1,875,000;

2018: \$1,750,000;

2019: \$1,625,000; available for Municipalities under contract extension only;

2020: \$1,500,000; available for Municipalities under contract extension only.

B. The County shall make payment of the first \$1.5M of the funds detailed in ARTICLE V(A) according to the distribution formula developed by the Intergovernmental Cooperation Council (ICC) of Milwaukee County on the schedule provided below. The County shall make equal payments to the Municipality during the first week of each quarter of the years covered by this agreement.

ICC EMS Formula Schedule. Formula noted in Attachment A:

DISTRIBUTION OF COUNTY \$1.5M					
	ORIGINAL ICC FORMULA 2016	ORIGINAL ICC FORMULA 2017	2018	SECOND YEAR 30-30-40 FORMULA 2019*	THIRD YEAR 30-30-40 FORMULA 2020*
Franklin	\$ 125,004.00	\$ 125,004.00	\$ 123,198.26	\$ 121,392.53	\$ 119,586.79
Greendale	\$	\$	\$ 3,225.85	\$ 6,451.71	\$ 9,677.56
Greenfield	\$ 115,149.00	\$ 115,149.00	\$ 111,867.09	\$ 108,585.17	\$ 105,303.26
Milwaukee	\$ 601,066.50	\$ 601,066.50	\$ 620,336.94	\$ 639,607.38	\$ 658,877.82
North Shore	\$ 181,252.50	\$ 181,252.50	\$ 175,623.89	\$ 169,995.27	\$ 164,366.66
Oak Creek	\$ 136,591.50	\$ 136,591.50	\$ 132,642.95	\$ 128,694.39	\$ 124,745.84
South Milwaukee	\$ 144,916.50	\$ 144,916.50	\$ 135,959.76	\$ 127,003.02	\$ 118,046.28
Wauwatosa	\$ 97,234.50	\$ 97,234.50	\$ 97,672.78	\$ 98,111.07	\$ 98,549.35
West Allis	\$ 98,785.50	\$ 98,785.50	\$ 99,472.48	\$ 100,159.45	\$ 100,846.43
TOTAL	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000

* If Contract Extension occurs.

C. The remaining funds, beyond \$1.5M but not to exceed the figures detailed in ARTICLE V(A), shall be distributed on a basis of \$30 per ALS transport on a schedule determined by the County. Estimates are provided in the table below based on ALS transports between 2013 and the second quarter of 2016. Distribution will be based on the actual number of transports during the contract period and shall not exceed \$375,000 in 2017, \$250,000 in 2018, and \$125,000 in 2019. There will be no payments in 2020.

ESTIMATE OF DISTRIBUTION OF COUNTY FUNDS PER AVERAGE ALS TRANSPORT					
	ACTUAL \$30/ALS TRANSPORT 2016	ESTIMATE \$30/ALS TRANSPORT 2017	ESTIMATE \$30/ALS TRANSPORT 2018	ESTIMATE \$30/ALS TRANSPORT 2019*	N/A 2020*
Franklin	\$ 21,407.44	\$ 16,055.58	\$ 10,703.72	\$ 5,351.86	\$ -
Greendale	\$ 12,764.50	\$ 9,573.38	\$ 6,382.25	\$ 3,191.13	\$ -
Greenfield	\$ 40,108.26	\$ 30,081.20	\$ 20,054.13	\$ 10,027.07	\$ -
Milwaukee	\$ 252,214.62	\$ 189,160.97	\$ 126,107.31	\$ 63,053.66	\$ -
North Shore	\$ 44,045.28	\$ 33,033.96	\$ 22,022.64	\$ 11,011.32	\$ -
Oak Creek	\$ 25,129.17	\$ 18,846.88	\$ 12,564.59	\$ 6,282.29	\$ -
South Milwaukee	\$ 15,194.37	\$ 11,395.78	\$ 7,597.19	\$ 3,798.59	\$ -
Wauwatosa	\$ 38,970.23	\$ 29,227.67	\$ 19,485.12	\$ 9,742.56	\$ -
West Allis	\$ 50,166.10	\$ 37,624.58	\$ 25,083.05	\$ 12,541.53	\$ -
TOTAL**	\$ 500,000	\$ 375,000	\$ 250,000	\$ 125,000	\$ -

* If Contract Extension occurs.

** 2017 total shall not exceed \$375,000. 2018 total shall not exceed \$250,000. 2019 total shall not exceed \$125,000.

ARTICLE VI. LIABILITY AND RISK ALLOCATION REQUIREMENTS

A. Indemnity and Hold Harmless. Subject to the provisions of Wisconsin law, Municipality and County hereby agree to defend, indemnify and hold the other Party harmless for actions by each Party's respective employees, agents, or authorized representatives and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, and liabilities arising out of the injury or death of either Party's employees, agents, or authorized representatives caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of either Party or of its agents or anyone acting under their direction or control or on their behalf in connection with or incidental to the performance of this Agreement. Each Party's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the Party indemnified to the fullest extent permitted by law but in no event shall they apply to the liability caused by the sole negligence of willful misconduct of the Party indemnified or held harmless.

B. Insurance and Indemnification. Each Party shall procure the necessary insurance to protect against claims that may arise out of this Agreement. Pursuant to Law, an obligation to pay damages because of injury to any person arising out of the rendering or failing to render emergency medical services by its paramedics and for the worker's compensation coverage of its paramedics, shall be the responsibility of the Municipality, it being understood and agreed that said paramedics are the employees of the Municipality for whom they work and are not the agents of Milwaukee County. Pursuant to Law, an obligation to pay damages because of injury to any person arising out of the negligence or fault of the County or the County's Medical Director, shall be the responsibility of the County, it being understood and agreed that said Medical Director is the agent of Milwaukee County.

C. Immunity. The Parties to this Agreement are governmental entities entitled to governmental immunities under law, including but not limited to Section 893.80, Wisconsin Statutes. Nothing contained herein shall waive the rights and defenses to which each Party may be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Section 893.80, Wisconsin Statutes or any subsequent amendments thereof.

2 19 D Limitation on Claims. This Agreement shall not give rise to any liability or legal
3 0 responsibility arising from, or relating to, failure to respond to any request for aid, lack of speed in
4 1 responding to such a request, inadequacy or malfunction of equipment or supplies, or the abilities,
5 2 training, experience, errors or omissions of responding personnel.

6 3 **ARTICLE VII. GENERAL PROVISIONS**

7 4 A. Independent Relationship. None of the provisions of this Agreement are intended to create
8 5 nor shall they be deemed or construed to create a partnership, joint venture or any relationship
9 6 between the Parties other than that of independent entities contracting with each other hereunder
10 7 solely for the purpose of effectuating the provisions of this Agreement. Nothing contained within
11 8 this agreement is intended to be a waiver or estoppel of the Parties or its insurer to rely upon the
12 9 limitations, defenses, and immunities contained within Wisconsin Statutes sections 345.05, 893.80
13 0 or any other statutory provision. To the extent that indemnification is available and enforceable, the
14 1 Parties or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater
15 2 than the limits of liability of municipal claims established by Wisconsin law.

16 3 B. Governmental Functions and No Third Party Rights. All functions and activities performed
17 4 under this Agreement are hereby declared to be governmental functions conducted pursuant to the
18 5 powers conferred by the Wisconsin Statutes. Functions and activities performed under this
19 6 Agreement are carried out for the benefit of the general public and not for the benefit of any specific
20 7 individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an
21 8 agreement for the benefit of any third parties or persons and no third parties or persons shall have
22 9 any right of action under this Agreement for any cause whatsoever.

23 0 C. General Termination. Either party may terminate this Agreement without cause by serving a
24 1 sixty (60) day notice via certified mail in the event of passage and signing of a resolution by the
25 2 respective governing body declaring the intention of ending the provision of EMS services or
26 3 withdrawing support from the EMS system. Additionally, either party may terminate this
27 4 Agreement for-cause if either party is in material breach of its obligations under the terms of the
28 5 Agreement. Material breach of any provision of the contract, by either Party, may serve as grounds
29 6 for termination of the contract. In the event of a material breach of the Agreement, the offending
30 7 party shall have thirty (30) days from the date notice has been given to initiate correction of the
31 8 situation. If there is failure to initiate correction at the end of the 30-day period, the contract shall
32 9 be considered terminated 60 days from the original date of notification and any further obligations
33 0 on behalf of the Municipality and/or the County are terminated.

34 1 D. Emergency Termination by the County in Critical Service Situations. In recognition that the
35 2 OEM - EMS Program operates to provide health and safety services to all county residents and that
36 3 situations may arise which would prohibit the delivery of these services, thereby jeopardizing the
37 4 health and safety of county residents, the County may, with the recommendation of its contracted-
38 5 for-service Medical Director, suspend this contract on twenty-four (24) hours notice whenever a
39 6 situation occurs which would prohibit the Municipality from fulfilling its responsibility to provide
40 7 services to residents at the level mandated by the OEM - EMS program and which cannot be
41 8 corrected within a twenty-four (24) hour time span. For the purposes of this section, situations
42 9 which might interrupt the delivery of services to residents include, but are not limited to acts of
43 0

3 nature, acts of the Municipality or its employees or any other action which would reduce the
31 availability of trained and authorized EMS providers. In the event such a situation exists which
jeopardizes the health and safety of County residents and which warrants execution of the County's
right to suspend the contract under this section, the following shall occur:

1. The County shall inform the Municipality in writing of the situation jeopardizing the
5 safety and health of county residents and the intention of the County to suspend the OEM -
8 EMS contract for services within 24 hours unless the situation can be addressed and
1 corrected within a time span not to exceed 24 hours from the time of notification. This
2 notification shall include the date and exact time of suspension and shall be delivered to the
3 Municipality either electronically with verification of receipt, or through a postal service
377 with delivery confirmation.

2. The Director of the Office of Emergency Management shall inform the Office of the
523 County Executive and the Chair of the Committee on Judiciary, Safety and General Services
54 of the decision to suspend the contract under this section and provide a justification of the
5 action and the anticipated actions required to insure continuous delivery of services to
76 County residents. A full report of the situation shall be provided to the Municipality and
7 made available for the County Board of Supervisors and the County Executive within a ten
728 (10) day period following the execution of the County's right to suspend the contract under
379 this section. This report shall include, but not be limited to, the situation which warranted
330 the suspension of the contract, the actions of the Office of Emergency Management to insure
37 delivery of services to residents once the contract for services was suspended, the plans of
377 the Office of Emergency Management to insure continued delivery of services to residents
38 in the immediate future, and what, if any future contract changes would be required with the
344 Municipality or any other Municipality with which the County contracts for paramedic
38 services to insure the delivery of services.

3. Upon notification of the County's intent to suspend the contract under these
3 provisions, the Municipality shall address the concerns of the County within eight (8) hours
378 of receipt of notification of the County's intent to suspend the contract under this section
379 with a plan to correct the situation in a time frame not to exceed the twenty-four (24) hour
340 time frame, if the Municipality desires to maintain the operation of the Program(s).
34

4. The County has the right to reject any and all corrective action plans if those plans
347 do not, in the opinion of the County, insure the safety and health of County residents. The
3 contract shall be considered void twenty-four (24) hours from the original date and time of
344 notification and any obligations on behalf of the Municipality and/or the County suspended.
4

5 E. Contract Extensions: Should the County initiate a Capital Project for public safety data
interoperability and analytics, Capital Project WO30301 of the 2017 Milwaukee County
8 Recommended Capital Budget, County shall provide written notification to the Municipality. If the
49 Municipality chooses to participate in the Capital Project, the Municipality shall provide written
379 notification in kind and the Municipality shall be eligible for an automatic two-year extension of
this contract.

379 F. Disputes. Both Parties agree to attempt in good faith to resolve disputes informally as they
arise. In the event that informal dispute resolution is unsuccessful, either party may bring the

3 4 dispute before a third party mediator for consideration and final resolution. Nothing in this dispute
resolution process shall preclude either party from pursuing remedies available under the law.

56 G. Non-discrimination, Affirmative Action, Equal Opportunity and the Fair Labor Standards
Act. In the performance of work under this Agreement, the Parties shall not discriminate against any
8 employee or applicant for employment because of race, religion, color, national origin, age, sex,
9 sexual orientation, gender identity, or handicap, which shall include, but not be limited to,
61 employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
1 suspension; rates of pay or other forms of compensation; and selection for training including
62 apprenticeships.

36 H. Governing Law. This Agreement has been executed and delivered in, and shall be construed
364 and enforced, in accordance with the laws of the State of Wisconsin and ordinances of Milwaukee
33 County.

300 I. Endorsement. Each signatory to this Agreement represents that he or she has authority from
36 his or her respective Municipality or the County to enter into this Agreement in compliance with
33 Wisconsin State Statutes Section 66.0301.

52 J. Amendments. This Agreement may be amended from time to time by mutual agreement of
1 the Parties provided that any amendment shall be in writing and approved by the respective Parties
1 governing body.

5 K. Assignment. No Party may assign this Agreement.

L. Notices. Any notices under this Agreement given to the Parties shall be conclusively
3 deemed to be sufficiently given if personally delivered, sent by prepaid registered mail addressed or
3 sent electronically [should include to whom notices should be sent for each Party].

5 6 M. The Municipality and the County shall carry out its obligations under this Agreement in
compliance with the privacy regulations pursuant to the Public Law 104-191 of August 21, 1996,
5 8 known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F –
9 Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), to protect the privacy
81 of any personally identifiable protected health information (“PHI”) that is collected, processed or
8 learned as a result of Municipality services provided.

82 END OF TERMS – SIGNATURE PAGE FOLLOWS
883

ATTACHMENT A

\$ 1,500,000

30-30-40 FORMULA

	POPULATION SERVED	30% OF POPULATION	SQ. MILES SERVED	30% OF SQ. MILES	AVG ALS TRANSPORT	40% OF ALS TRANSPORTS	TARGET
Franklin	35,451	3.7% \$ 16,845	34.69	14.5% \$ 65,166	4.2% \$ 24,935	\$ 106,947	
Greendale	14,332	1.5% \$ 6,810	5.57	2.3% \$ 10,463	2.5% \$ 14,985	\$ 32,259	
Greenfield	36,720	3.9% \$ 17,448	11.52	4.8% \$ 21,641	7.2% \$ 43,241	\$ 82,330	
Milwaukee	612,928	64.7% \$ 291,246	100.4	41.9% \$ 188,604	52.3% \$ 313,922	\$ 793,771	
North Shore	65,240	6.9% \$ 31,000	24.69	10.3% \$ 46,381	7.9% \$ 47,585	\$ 124,966	
Oak Creek	35,053	3.7% \$ 16,656	28.45	11.9% \$ 53,444	4.5% \$ 27,006	\$ 97,106	
South Milwaukee	39,577	4.2% \$ 18,806	9.57	4.0% \$ 17,977	3.1% \$ 18,566	\$ 55,349	
Wauwatosa	47,102	5.0% \$ 22,382	13.25	5.5% \$ 24,890	9.1% \$ 54,345	\$ 101,617	
West Allis	60,624	6.4% \$ 28,807	11.41	4.8% \$ 21,434	9.2% \$ 55,415	\$ 105,655	
TOTAL	947,027	100.0% \$ 450,000	239.55	100.0% \$ 450,000	100% \$ 600,000	\$ 1,500,000	

TEN-YEAR ADJUSTMENT FORMULA TO A NEW 30-30-40 FORMULA

	2016/2017	10-YR +/-	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027 TARGET
Franklin	\$ 125,004.00	-\$ 1,805.74	\$ 123,198.26	\$ 121,392.53	\$ 119,586.79	\$ 117,781.06	\$ 115,975.32	\$ 114,169.59	\$ 112,363.85	\$ 110,558.12	\$ 108,752.38	\$ 106,947
Greendale	\$	\$ 3,225.85	\$ 3,225.85	\$ 6,451.71	\$ 9,677.56	\$ 12,903.41	\$ 16,129.27	\$ 19,355.12	\$ 22,580.97	\$ 25,806.83	\$ 29,032.68	\$ 32,259
Greenfield	\$ 115,149.00	-\$ 3,281.91	\$ 111,867.09	\$ 108,585.17	\$ 105,303.26	\$ 102,021.35	\$ 98,739.43	\$ 95,457.52	\$ 92,175.61	\$ 88,893.69	\$ 85,611.78	\$ 82,330
Milwaukee	\$ 601,066.50	\$ 19,270.44	\$ 620,336.94	\$ 639,607.38	\$ 658,877.82	\$ 678,148.27	\$ 697,418.71	\$ 716,689.15	\$ 735,959.59	\$ 755,230.03	\$ 774,500.47	\$ 793,771
North Shore	\$ 181,252.50	-\$ 5,628.61	\$ 175,623.89	\$ 169,995.27	\$ 164,366.66	\$ 158,738.04	\$ 153,109.43	\$ 147,480.81	\$ 141,852.20	\$ 136,223.58	\$ 130,594.97	\$ 124,966
Oak Creek	\$ 136,591.50	-\$ 3,948.55	\$ 132,642.95	\$ 128,694.39	\$ 124,745.84	\$ 120,797.28	\$ 116,848.73	\$ 112,900.18	\$ 108,951.62	\$ 105,003.07	\$ 101,054.52	\$ 97,106
South Milwaukee	\$ 144,916.50	-\$ 8,956.74	\$ 135,959.76	\$ 127,003.02	\$ 118,046.28	\$ 109,089.54	\$ 100,132.80	\$ 91,176.07	\$ 82,219.33	\$ 73,262.59	\$ 64,305.85	\$ 55,349
Wauwatosa	\$ 97,234.50	\$ 438.28	\$ 97,672.78	\$ 98,111.07	\$ 98,549.35	\$ 98,987.64	\$ 99,425.92	\$ 99,864.21	\$ 100,302.49	\$ 100,740.77	\$ 101,179.06	\$ 101,617
West Allis	\$ 98,785.50	\$ 686.98	\$ 99,472.48	\$ 100,159.45	\$ 100,846.43	\$ 101,533.41	\$ 102,220.39	\$ 102,907.36	\$ 103,594.34	\$ 104,281.32	\$ 104,968.30	\$ 105,655
TOTAL	\$ 1,500,000		\$ 1,500,000.00	\$ 1,500,000								

- I The intent is to adjust the ICC% formula into a known, data driven distribution
- II Ten years of adjustment time is calculated to reach the target formula
- III The ten year adjustment approach does not guarantee future funding beyond the contract
- IV NEW 30-30-40 Formula would be implemented in 2018, year 2 of the contract.
- V For 2017 and 2018, monies not to-exceed \$375k and \$250k, respectively would be distributed at \$30/ALS transport.

IN WITNESS, WHEREOF, the Parties have executed this Agreement as of the day and year set forth herein

For the City of Franklin

By, Mayor Steve Olson

Date

For the County of Milwaukee

Office of Emergency Management (OEM):

By Christine Westrich, Director of OEM

Date

Corporation Counsel:

Reviewed for Execution by Corporation Counsel:

By Corporation Counsel

Date

Community Business Development Partners (CBDP) DBE:

Reviewed as to disadvantaged business enterprise (DBE);

Approved with regards to County Ordinance Chapter 42:

By CBDP

Date

Risk Management:

By Risk Management

Date

Comptroller:

By Comptroller

Date

County Executive:

Chris Abele, County Executive

Date

Corporation Counsel:

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

By Corporation Counsel

Date

**AMENDMENT NO. 2
TO
INTERGOVERNMENTAL AGREEMENT FOR
EMERGENCY MEDICAL SERVICES (EMS)**

This Amendment No. 2 to Intergovernmental Agreement for Emergency Medical Services (EMS) (this “Amendment No. 2”) is entered into as of January 1, 2021 (the “Amendment Effective Date”), by and between Milwaukee County, a Wisconsin municipal body corporate (“County”), and [_____] (“Municipality”). Each of the County and Municipality also may be referred to herein as a “Party” and both may be referred to collectively as the “Parties.”

RECITALS:

Whereas, County and Municipality entered into that certain Intergovernmental Agreement Between Milwaukee County and [_____] For Emergency Medical Services (EMS) (2017 – 2018), effective as of January 1, 2017 (the “Agreement”), relating to the provision of a coordinated delivery system of EMS services to the residents of the County and others; and

Whereas, County and Municipality previously extended the term of the Agreement via Amendment: Intergovernmental Agreement for Emergency Medical Services (EMS) (2017-2018) dated July 21, 2017, through December 31, 2020 pursuant to Article VII(E) thereof; and

Whereas, representative of the strength of the County EMS System, as proven by the 2020 Adopted Capital Budget's investment in Project WO27301 of \$1.125M for countywide cardiac defibrillators, the Parties desire to extend further the term of the Agreement through December 31, 2025; and

Whereas, the Parties desire to further amend the Agreement as more particularly set forth herein;

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the Parties hereby agree as follows:

- 1.0 TERM. The term of the Agreement is hereby extended through December 31, 2025, unless extended or terminated in accordance with the terms of the Agreement.
- 2.1 AMENDMENT OF CHARTS. The charts in the following sections of the Agreement are hereby deleted and replaced with the charts set forth below:

2.1 Article III(B)(5):

SATURATION NUMBERS

	MED UNITS	PARAMEDIC (Footnote III)	FIRE STATIONS	PARAMEDIC (Footnote IV)	FORMULA PARAMEDICS	2020 ACTUAL PARAMEDICS	VARIANCE	SATURATION NUMBERS
Franklin	4	36	3	12			6	48
Greendale	2	18	1	4	22	17	5	22
Greenfield	4	36	2	8			1	44
Milwaukee	14	126	30	120	246	197	49	246
North Shore	3	27	5	20			-6	42
Oak Creek	3	27	3	12	39	40	-1	40
South Milwaukee	3	27	1	4			14	31
Wauwatosa	2	18	4	16	34	59	-25	59
West Allis	2	18	3	12			-47	77
TOTAL					530	534		609

- I Applicable to Municipalities that hold State EMT-P licenses
- II Formula based on # Med Units and # of Fire Stations
- III Med Units are manned by 2 paramedics/shift, +1 for vacation/sick time E g , 1 Med Unit operating 3 shifts needs 9 paramedics
- IV Fire Station paramedic staffing of 1/shift, +1 additional coverage over 3 shifts for vacation/sick time
- V Saturation Number based on the higher of the formula, or number of trained paramedics as of **January 1st, 2020**.
- VI Med Units equipped by the County must be staffed and available 25% or more during each year in order to be in the count
- VII The Saturation Number may change if a Municipality increases or decreases the number of Med Units or Fire Stations
- VIII Additional Municipalities may be added to the Saturation table should they become state-licensed or should they ride on a partnering Municipality's state license, with approval from the State DHS

2.2 Article III(D)(1):

See number of "MED UNITS" displayed in the Article III(B)(5) chart.

ATTACHMENT A

\$ 1,500,000

2021 30-30-40 FORMULA

	POPULATION SERVED		30% OF POPULATION		SQ. MILES SERVED		30% OF SQ. MILES		AVG ALS TRANSPORT		40% OF ALS TRANSPORTS		TARGET
Franklin	35,872	3.8%	\$	17,023	34.58	14.3%	\$	64,382	5.7%	\$	34,336	\$	145,741
Hales Corners	7,598	0.8%	\$	3,606	3.192	1.3%	\$	5,944	--	--	--	\$	9,549
TOTAL	43,470	4.6%		20,628	37.77	15.6%	\$	70,326	5.7%	\$	34,336	\$	125,291
Greendale	14,072	1.5%	\$	6,678	5.57	2.3%	\$	10,363	2.6%	\$	15,638	\$	32,679
Greenfield	37,358	3.9%	\$	17,728	11.53	4.8%	\$	21,474	6.3%	\$	37,880	\$	77,081
Milwaukee	592,025	62.4%	\$	280,939	96.184	39.8%	\$	179,105	50.0%	\$	300,041	\$	760,085
St. Francis	9,514	1.0%	\$	4,515	2.569	1.1%	\$	4,784	--	--	--	\$	9,299
West Milwaukee	4,122	0.4%	\$	1,956	1.119	0.5%	\$	2,084	--	--	--	\$	4,040
TOTAL	605,661	63.9%		287,410	99.87	41.3%	\$	185,972	50.0%	\$	300,041	\$	773,423
North Shore	64,387	6.8%	\$	30,554	24.27	10.0%	\$	45,193	9.0%	\$	53,953	\$	129,700
Oak Creek	36,470	3.8%	\$	17,306	28.45	11.8%	\$	52,971	5.2%	\$	31,493	\$	101,771
South Milwaukee	20,801	2.2%	\$	9,871	4.83	2.0%	\$	8,992	2.9%	\$	17,426	\$	36,289
Cudahy	18,202	1.9%	\$	8,638	4.772	2.0%	\$	8,886	--	--	--	\$	17,524
TOTAL	39,003	4.1%	\$	18,508	9.60	4.0%	\$	17,878	2.9%	\$	17,426	\$	53,813
Wauwatosa	48,376	5.1%	\$	22,956	13.23	5.5%	\$	24,630	8.8%	\$	52,941	\$	100,528
West Allis	59,492	6.3%	\$	28,231	11.38	4.7%	\$	21,193	9.4%	\$	56,292	\$	105,716
TOTAL	948,289	100%		450,000	241.66	100.0%	\$	450,000	159%	\$	600,000	\$	1,500,000

- I. Population data sourced from the 2010 U S Census Bureau's Population Estimates Program (PEP)
- II Square mileage sourced from the 2019 update to the U S. Census Bureau's Gazetteer files

TEN-YEAR ADJUSTMENT FORMULA TO A NEW 2021 30-30-40 FORMULA												
	2016/2017	2018-2020	7-YR +/- 2021-2025	2016	2017	2020	2021	2022	2023	2024	2025	2027 TARGET
Franklin	\$ 125,004.00	\$ 125,004.00	\$ 814.83	\$ 125,004.00	\$ 125,004.00	\$ 125,004.00	\$ 120,401.61	\$ 121,216.44	\$ 122,031.28	\$ 122,846.11	\$ 123,660.94	\$ 124,475.77
Greendale	\$	\$ 3,285.85	\$ 3,285.85	\$	\$ 3,285.85	\$ 3,285.85	\$ 12,963.40	\$ 16,249.26	\$ 19,535.11	\$ 22,820.96	\$ 26,106.82	\$ 29,392.67
Greenfield	\$ 115,149.00	\$ 115,149.00	\$ 4,031.72	\$ 115,149.00	\$ 115,149.00	\$ 115,149.00	\$ 101,271.55	\$ 97,239.83	\$ 93,208.11	\$ 89,176.39	\$ 85,144.67	\$ 81,112.95
Milwaukee	\$ 601,066.50	\$ 601,066.50	\$ 16,363.57	\$ 601,066.50	\$ 601,066.50	\$ 601,066.50	\$ 675,241.39	\$ 691,604.95	\$ 707,968.52	\$ 724,332.08	\$ 740,695.65	\$ 757,059.21
North Shore	\$ 181,252.50	\$ 181,252.50	\$ 4,952.32	\$ 181,252.50	\$ 181,252.50	\$ 181,252.50	\$ 159,414.35	\$ 154,462.03	\$ 149,509.71	\$ 144,557.39	\$ 139,605.07	\$ 134,652.75
Oak Creek	\$ 136,591.50	\$ 136,591.50	\$ 3,282.18	\$ 136,591.50	\$ 136,591.50	\$ 136,591.50	\$ 121,463.67	\$ 118,181.49	\$ 114,899.32	\$ 111,617.14	\$ 108,334.96	\$ 105,052.78
South Milwaukee	\$ 144,916.50	\$ 144,916.50	\$ 9,176.24	\$ 144,916.50	\$ 144,916.50	\$ 144,916.50	\$ 108,870.04	\$ 98,693.81	\$ 90,517.57	\$ 81,341.34	\$ 72,165.10	\$ 62,988.87
Wauwatosa	\$ 97,234.50	\$ 97,234.50	\$ 282.61	\$ 97,234.50	\$ 97,234.50	\$ 97,234.50	\$ 98,831.95	\$ 99,114.57	\$ 99,397.18	\$ 99,679.79	\$ 99,962.40	\$ 100,245.02
West Allis	\$ 98,785.50	\$ 98,785.50	\$ 695.59	\$ 98,785.50	\$ 98,785.50	\$ 98,785.50	\$ 101,542.03	\$ 102,237.62	\$ 102,933.21	\$ 103,628.79	\$ 104,324.38	\$ 105,019.97
TOTAL	\$ 1,500,000	\$ 1,500,000	\$ 814.83	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000

- I The intent is to adjust the ICC % formula into a known, data driven distribution
- II Ten years of adjustment time is calculated to reach the target formula
- III The ten year adjustment approach does not guarantee future funding beyond the contract
- IV NEW 30-30-40 Formula would be implemented in 2018, year 2 of the contract.
- V For 2017 and 2018, monies not-to-exceed \$375k and \$250k, respectively, would be distributed at \$30/ALS transport.
- VI Years 2018-2020 are grayed out because these stipends do not apply to Amendment No. 2, rather the original 30-30-40 figures from the EMS 2017-2018 Agreement withstand

3.0 AMENDMENT TO COUNTY FUNDING REQUIREMENTS. The subsections of Article V are hereby amended as follows:

3.1 Article V(A) is hereby amended to add the following years and corresponding funding amounts for years 2021-2025:

2021: \$1,500,000;

2022: \$1,500,000;

2023: \$1,500,000;

2024: \$1,500,000;

2025: \$1,500,000.

3.2 The ICC EMS Formula Schedule in Article V(B) for 2021-2025, using the formula noted in Attachment A as revised in this Amendment, is as follows:

	2021	2022	2023	2024	2025
Franklin	\$ 120,401.61	\$ 121,216.44	\$ 122,031.28	\$ 122,846.11	\$ 123,660.94
Greendale	\$ 12,963.40	\$ 16,249.26	\$ 19,535.11	\$ 22,820.96	\$ 26,106.82
Greenfield	\$ 101,271.55	\$ 97,239.83	\$ 93,208.11	\$ 89,176.39	\$ 85,144.67
Milwaukee	\$ 675,241.39	\$ 691,604.95	\$ 707,968.52	\$ 724,332.08	\$ 740,695.65
North Shore	\$ 159,414.35	\$ 154,462.03	\$ 149,509.71	\$ 144,557.39	\$ 139,605.07
Oak Creek	\$ 121,463.67	\$ 118,181.49	\$ 114,899.32	\$ 111,617.14	\$ 108,334.96
South Milwaukee	\$ 108,870.04	\$ 99,693.81	\$ 90,517.57	\$ 81,341.34	\$ 72,165.10
Wauwatosa	\$ 98,831.95	\$ 99,114.57	\$ 99,397.18	\$ 99,679.79	\$ 99,962.40
West Allis	\$ 101,542.03	\$ 102,237.62	\$ 102,933.21	\$ 103,628.79	\$ 104,324.38
TOTAL	\$ 1,500,000.00				

3.3 Article V(B) is hereby amended to delete the following and replace with:

"The County shall make equal payments to the Municipality during the first week of each first month immediately following the payment quarter of the years covered by this agreement."

3.4 Article V(C) is hereby amended to add the following:

"The distribution of County funds at the value of \$30 per ALS transport was terminated in the 2017 Agreement in the year 2020. There is no longer an applicable corresponding table as these calculations are obsolete."

4.0 Amendment to ARTICLE IV(H) defining Key Performance Metrics as the following:

EMS Agreement Amendment No. 2 (2021 - 2025) Key Performance Metrics

KPM KPMs be monitored via accessible tracking board to be reported out in the countywide Admin Review and CQIP meetings.	Funding %	Notes
1 Attendance at 80% of bimonthly Administrative Review meetings by department representative.	15%	
2 Attendance at 80% of monthly Continuous Quality Improvement Process meetings by department representative.	15%	
3 Submit quarterly plan to address overdue education assignments by April 30th, July 31st, October 31st, and January 31st based on a quarterly report generated and shared by OEM.	15%	
4. Full completion of the Human Subjects Protection Training by all providers every two years beginning in 2021	15%	
5 Monthly report of adherence to daily completion of the controlled substance log All incompletes are addressed via report form submitted monthly	15%	OEM-developed report form.
6 Engage in annual strategic planning session (system-wide) with EMS Agenda 2050 as focus.	15%	Activities related to EMS Agenda 2050 will be monitored via Admin Review and CQIP
7. Increase bystander CPR/Public AED Access by:	10%	
7a Identify barriers to intervention in each community		2021 activity.
7b. Create plan to address/decrease barriers in each community		2022 activity.
7c. Implement plan		2023 activity
7d. Measure impact		2024 activity
	100%	

5.0 MISCELLANEOUS. Parties agree that Milwaukee County distribution dollars, as amended in ARTICLE V(A) and V(B), may only be used for the sole purpose of EMS services.

6.0 MISCELLANEOUS. Except as modified by this Amendment No. 2, the Agreement remains in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment No. 2, the Amendment No. 2 shall prevail. Capitalized terms used but not otherwise defined herein shall have the meanings provided for them in the Agreement.

Signature Page Follows

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written

FOR MILWAUKEE COUNTY:

FOR _____

BY Christine Westrich DATE 7/28/2020

BY _____ DATE _____

NAME Christine Westrich

NAME Adam Remington

TITLE Director OEM

TITLE Fire Chief

DEPARTMENT OEM

TAXPAYER ID No _____

REVIEWED AS TO INSURANCE REQUIREMENTS:

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY Megan Rogers DATE 8/6/2020
Risk Manager
Office of Risk Management

BY Lamont Robinson DATE 8/6/2020
Director
Community Business Development Partners

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY [Signature] DATE 8/6/2020
Milwaukee County Comptroller
Office of the Comptroller

BY Paul Englitsch DATE 8/20/2020
Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

APPROVED AS COMPLIANT UNDER §59.42(2)(b)5, STATS.:

BY [Signature] DATE 8/20/2020
David Crowley, County Executive
Office of the County Executive

BY Paul Englitsch DATE 8/27/2020
Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED FOR COMPLIANCE WITH COVID-19 PUBLIC HEALTH EMERGENCY FISCAL ACTIONS ADMINISTRATIVE ORDER 20-9

BY JOSEPH LAMERS DATE 8/5/2020
Director of Performance, Strategy & Budget
Department of Administrative Services

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1 13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 9th Floor - 633 W Wisconsin	CONTRACT TYPE Professional Service - Operatin <input checked="" type="checkbox"/> Professional Service - Capita Purchase of Service Preliminary <input type="checkbox"/> Final <input checked="" type="checkbox"/>
---	---

DEPARTMENT NAME Office of Emergency Management (OEM)	AGENCY NO 480	DEPARTMENT (HIGH) ORG 4800
---	------------------	-------------------------------

VENDOR INFORMATION

VENDOR NO	ORDER TYPE	NEW or	AMEND	CONTRACT NO
<ENTER MUNICIPAL FIRE DEPARTMENT>			X	

NAME OF VENDOR MUNICIPAL FIRE DEPARTMENT	ADDRESS MUNICIPAL ADDRESS
---	------------------------------

TAX ID NO	EFFECTIVE DATES begin date end date	LENGTH OF CONTRACT MONTHS	(IN)	AMENDMENT ONLY DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	01/01/21 12/31/25	60			\$7,500,000

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2021		0001	480	4803			6148				\$1,500,000
2022		0001	480	4803			6148				\$1,500,000
2023		0001	480	4803			6148				\$1,500,000
2024		0001	480	4803			6148				\$1,500,000
2025		0001	480	4803			6148				\$1,500,000

PURPOSE OF CONTRACT

This Intergovernmental Agreement Amendment No. 2 is a five-year extension of an agreement with nine local fire departments for the provision of Emergency Medical Services (EMS). The agreement allows the continuing distribution of \$1,500,000 to local fire departments based on an ICC-approved formula which varies by population, square miles and paramedic transport volume per community.

Was County Board approval received prior to contract execution or contract amendment or extension?

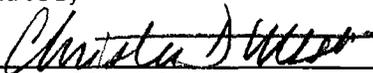
If YES, give County Board File No Approval is pending. Date Approved _____

If NO, why is County Board approval not required? _____

Was Contract fully executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

Christine Westrich	2.19.2020	
Prepared By	Date	Director OEM

	2.19.2020	
Signature of County Administrator	Date	Director OEM

		Title
		Title

TBE Participation Recommendation

CONTACT INFORMATION

Contract Administrator Christine Westrich Phone: 414-345-7191 Date 2 10 2020
Email Address christine.westrich@milwaukeecountywi.gov Dept OEM Grant \$\$ n/a Org No 4800

PROJECT INFORMATION

Project Name EMS Amendment No 2 Project No n/a

Contract Scope/Project Description (**attach scope/description of work or estimating sheet**)
\$1,500,000 annual distribution to 12 local fire departments for the provision of Emergency Medical Services, as granted in a five-year extension through Amendment No. 2

Contracting Opportunities (List NAICS codes) n/a

TYPE OF PROJECT

Contract Value \$7,500,000 Contract Type. Intergovernmental Agreement
Recommended Goal \$0.00

EXPLANATION

Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.

- A. \$10,000 or less
- B. Rental or Lease
- C. Governmental Agency or Institution
- D. ¹Non-Profit (No subcontract)
- E. Purchasing or Renewal of software license
- F. ²Contract Extension/Amendment
- G. ³Specialized
- H. Only one individual assigned to the contract
- I. The nature (scope of work) of contract doesn't have subcontracting opportunities
- J. ⁴Grants
- K. No funding use by Milwaukee County
- L. Special License or Certificate required
- M. Other _____

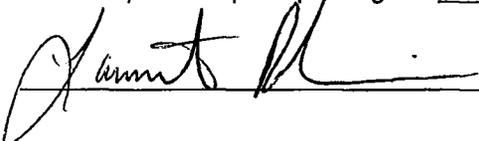
Department/Division Administrator

Name Christine Westrich Signature Christine Westrich Digitally signed by Christine Westrich
Date: 2020.02.19 13:54:07 -0600 Date 2.19.2020

CBDP USE ONLY

Concur with Recommendation _____, or provide the following goals. _____ %

This contract is exempt from a participation goal ___ Yes ___ No

Approved  Date 2-19-2020

Note: 1 Non-Profit is not subcontracting work 2 Must have the original Participation agreement 3 No known TBE firms available 4 No subcontracting to a non-profit entity 5 A non-Milwaukee County entity is funding the project

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1 13, for procedures)													
Mail to: Preliminary: Office of the Comptroller, Courthouse Room 301 Final: Accounts Payable, Courthouse Room 301 and Community Business Development Partners City Campus - 8th Floor Preliminary: Office of the Comptroller, Contract Signatures Room 301 Courthouse Final: Office of the Comptroller Accounts Payable Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus						CONTRACT TYPE							
						Professional Service - Operating							
						Professional Service - Capital							
						Purchase of Service							
Preliminary <input checked="" type="checkbox"/> Final <input type="checkbox"/>													
DEPARTMENT NAME						AGENCY NO		DEPARTMENT (HIGH) ORG					
Office of Emergency Management						480		4800					
VENDOR INFORMATION													
VENDOR NO				ORDER TYPE		NEW or	AMEND	CONTRACT NO					
80202						"new" per							
						Corp Cnsl							
NAME OF VENDOR						ADDRESS							
Franklin, City of						9229 W Loomis Road							
TAX I D. NO		EFFECTIVE DATES.		LENGTH OF CONTRACT		AMENDMENT ONLY		DOLLAR		TOTAL CONTRACT			
		begin date	end date	(IN MONTHS)		CHANGE				AMOUNT			
Insert in Schedule		01/01/21	12/31/25	60						\$ 610,156 38			
ACCOUNTING INFORMATION													
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment		
2021		0001	480	4841			6148				\$ 120,401 61		
2022		0001	480	4841			6148				\$ 121,216 44		
2023		0001	480	4841			6148				\$ 122,031 28		
2024		0001	480	4841			6148				\$ 122,846 11		
2025		0001	480	4841			6148				\$ 123,660 94		
PURPOSE OF CONTRACT													
Amendment 2 extending through 12/31/2025 the 2017-2018 Intergovernmental Agreement for Emergency Medical Services													
Amendment 1 extended the 2017-2018 IGA from 2019 to 2020 The IGA does not provide for an additional extension, so the IGA would expire 12/31/2020 Per Corporation Counsel's advice, this 2021-2025 extension is considered a "new" contract " We are requesting a new encumbrance be established on 1/1/2021 for Amendment 2													
Was County Board approval received prior to contract execution or contract amendment or extension?													
<input checked="" type="checkbox"/>	If YES, give County Board File No <u>20-197</u> Date Approved <u>5/28/2020</u>												
<input type="checkbox"/>	If NO, why is County Board approval not required? _____												
Was Contract fully executed prior to work being performed (all signatures received)?										<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Is Vendor a certified professional service DBE?										<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
Prepared By						Date			Title				
Signature of County Administrator						Date			Title				

Certificate Of Completion

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Subject Please DocuSign EMS Agreement FFD
Source Envelope
Document Pages 10
Certificate Pages 6
AutoNav Enabled
Envelope Stamping Enabled
Time Zone (UTC-06 00) Central Time (US & Canada)

Status Delivered

Envelope Originator
Dan Pojar
633 W Wisconsin Ave
Suite 901
Milwaukee, WI 53203
Dan Pojar@milwaukeecountywi.gov
IP Address 204 194 251 3

Record Tracking

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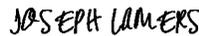
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Dan Pojar@milwaukeecountywi.gov

Location DocuSign

Signer Events

JOSEPH LAMERS
Joseph Lamers@milwaukeecountywi.gov
Budget Director
Milwaukee County
Security Level Email, Account Authentication
(None)

Signature



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Signed 8/5/2020 3 49 04 PM

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Christine Westrich
christine.westrich@milwaukeecountywi.gov
Director OEM
Milwaukee County
Security Level Email, Account Authentication
(None)

Christine Westrich

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Lamont Robinson
lamont.robinson@milwaukeecountywi.gov
Director, CBDF
Milwaukee County
Signing Group Community Business Development
Partners
Security Level Email, Account Authentication
(None)

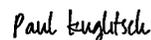


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Paul Kuglitsch
paul.kuglitsch@milwaukeecountywi.gov
Deputy Corporation Counsel
Milwaukee County
Signing Group Corporation Counsel
Security Level Email, Account Authentication
(None)



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Signer Events

Scott Manske
comptrollersignature@milwaukeecountywi.gov
Comptroller
Milwaukee County
Security Level Email, Account Authentication (None)

Signature



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Signed 8/6/2020 3 25 08 PM

Electronic Record and Signature Disclosure:
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Megan Rogers
megan.rogers@milwaukeecountywi.gov
Interim Director
Milwaukee County
Signing Group Risk Management
Security Level Email, Account Authentication (None)



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County Executive David Crowley
David.Crowley@milwaukeecountywi.gov
Milwaukee County Executive
Milwaukee County
Security Level Email, Account Authentication (None)

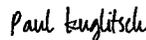


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Paul Kuglitsch
paul.kuglitsch@milwaukeecountywi.gov
Deputy Corporation Counsel
Milwaukee County
Signing Group Corporation Counsel
Security Level Email, Account Authentication (None)



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Adam Remington
aremington@franklinwi.gov
Fire Chief
Security Level Email, Account Authentication (None)

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In Person Signer Events

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Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

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Certified Delivery Events

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Carbon Copy Events

Status

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Witness Events

Signature

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Notary Events

Signature

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Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

8/27/2020 1 21 28 PM

Certified Delivered

Security Checked

8/28/2020 7 21 59 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>09/15/20</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A 2 LOT CERTIFIED SURVEY, 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>	<p>ITEM NUMBER</p> <p><i>G, 3.</i></p>
<p>City Development staff recommends approval of a resolution authorizing certain officials to accept this landscape bufferyard easement for and as part of the approval of a 2 lot certified survey map upon property generally located south of Loomis Court and east of South North Cape Road, subject to technical corrections by the City Attorney.</p> <p>The applicant submitted this landscape bufferyard easement for Common Council approval to comply with condition No. 8 of Certified Survey Map Resolution No. 2019-7565:</p> <p><i>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.</i></p> <p>COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2020-____, a resolution authorizing certain officials to accept a landscape bufferyard easement for and as part of the approval of a 2 lot certified survey map upon property generally located south of Loomis Court and east of South North Cape Road.</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2020-_____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A 2 LOT CERTIFIED SURVEY, 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 Common Council having approved a Certified Survey Map upon the application of Bear Development, LLC, on December 17, 2019, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Landscape Bufferyard Easement; and

WHEREAS, §15-5.0301.D. of the Unified Development Ordinance requires landscape bufferyards between different zoning districts to minimize potential nuisances, and said landscape bufferyard to be protected by a landscape bufferyard easement; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Landscape Bufferyard Easement submitted by Bear Development, LLC, in the form and content as annexed hereto, be and the same is hereby approved, subject to review and approval by the Department of City Development and technical corrections by the City Attorney; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
LANDSCAPE BUFFERYARD EASEMENT
BEAR DEVELOPMENT, LLC
RESOLUTION NO. 2020-_____

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

LANDSCAPE BUFFERYARD EASEMENT

Franklin Mills, LLC/Poberezny Revocable Trust/Virginia K Mathson/Robert Mathson/Leslie Mathson Certified Survey Map

This Landscape Bufferyard easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Franklin Mills, LLC, the Poberezny Revocable Trust, Virginia K Mathson, Robert Mathson, and Leslie Mathson, hereinafter referred to as "Grantors," and shall become effective upon the recording of this Grant of Landscape Bufferyard Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700 40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantors are the owners in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, located on STH 45, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor is required by Section 15-5 0102A of the City of Franklin Unified Development Ordinance to provide a twenty-five (25) foot-wide planting strip adjacent to neighboring properties currently zoned R-2 Estate Single-Family Residence District and R-8 Multiple-Family Residence District, and

WHEREAS, Franklin Mills, LLC was the applicant for a proposed Certified Survey Map as set forth in City of Franklin Resolution No 2019-7565, conditionally approving a Certified Survey Map, adopted on December 17, 2019. Condition 8 of Resolution No 2019-7565 thereof providing The applicant shall submit a 25-foot wide landscape buffer 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, and

WHEREAS, Grantee is a "holder", as contemplated by §700 40(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62 23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

WHEREAS, the Grantors and Grantee, by the conveyance to the Grantee of the Landscape Bufferyard Easement on, over, and across the protected property, desire to reserve the area for the planting of trees and shrubs and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this Landscape Bufferyard Easement; and

WHEREAS, the Grantee is willing to accept this Landscape Bufferyard Easement subject to the reservations and to the covenants, terms, conditions, and restrictions set out herein and imposed hereby,

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

Grantee's rights hereunder shall consist solely of the following

- 1 To establish and ensure the continuance of an area reserved for the planting of trees and shrubs for the private use by the owners of the underlying fee simple interests, to the exclusion of all others, for the purpose of buffering the properties adjoining the Franklin Mills property by requiring this protected property to be open space in perpetuity; the protected property shall consist of natural existing vegetation and approved landscaping of trees, shrubs, fences, and/or berms, designed to provide a screen and buffer between the subject property and adjacent properties currently zoned Residential Specifically, the property directly north, identified with Tax Key No 891-9999-000 and a portion of the property directly south, identified with Tax Key No 939-9994-000 The limits of the Landscape Bufferyard Easements are shown on Exhibit A and legally described in Exhibit B
- 2 To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9 0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants

subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and

- 3 To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant.

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

- 1 Construct or place buildings or any structure, beyond those buildings and structures and improvements as identified on any engineering or construction plans approved by the City of Franklin
- 2 Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the, by the Plan Commission of the City of Franklin, by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect, such improvements as may be so approved being intended to enhance the open space buffer value of the protected property to the occupants of land adjoining or neighboring the protected property including, but not limited to fences, berms, and the like

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

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

To Grantor:
Franklin Mills, LLC
Attn. S R Mills
4011 80th Street
Kenosha, WI 53142

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

To Grantor
Poberezny Revocable Trust
Attn Sharon Poberezny
18925 Alta Vista Way
Brookfield, WI 53045

To Grantor
Leslie Mathson
8601 Desert Rain Road, NW
Albuquerque, NM 87120

To Grantor
Robert Mathson
57 Oak Leaf Circle
Fairfield Glade, TN 38558

In witness whereof, the grantor has set its hand and seals this on this date of _____, 20__

Franklin Mills, LLC

By: _____
Stephen R Mills, President

STATE OF WISCONSIN)
) ss
COUNTY OF KENOSHA)

This instrument was acknowledged before me on the _____ day of _____, A D. 20__ by

Stephen R Mills as President and Signatory of Franklin Mills, LLC

To me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said Franklin Mills, LLC

Notary Public

My commission expires _____

In witness whereof, the grantor has set its hand and seals this on this date of _____, 20__

Poberezny Revocable Trust

By: _____

Its _____

STATE OF WISCONSIN)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, A D. 20__ by

_____ as Authorized Officer and Signatory of Poberezny Revocable Trust

To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said Poberezny Revocable Trust

Notary Public

My commission expires _____

In witness whereof, the Grantor has set his hand on this date of _____, 20__

By _____
Virginia K. Mathson, By Sharon Poberezny as POA

STATE OF WISCONSIN)
) ss
_____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Virginia K Mathson By Sharon Poberezny as POA, to me known to be the person who executed the foregoing Conservation Easement

Notary Public

My commission expires _____

In witness whereof, the Grantor has set his hand on this date of _____, 20__.

By _____
Robert Mathson

STATE OF WISCONSIN)
) ss
_____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Robert Mathson, to me known to be the person who executed the foregoing Conservation Easement.

Notary Public

My commission expires _____

In witness whereof, the Grantor has set his hand on this date of _____, 20__.

By: _____
Leslie Mathson

STATE OF WISCONSIN)
) ss
_____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Leslie Mathson, to me known to be the person who executed the foregoing Conservation Easement

Notary Public

My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, (name of mortgagee), a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20__, as Document No _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

Name of Mortgagee
a Wisconsin Banking Corporation

By _____

Name _____

Title: _____

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20__, before me, the undersigned, personally appeared name of officer of mortgagee, the (title of office, i.e. VP) of (name of mortgagee), a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained

Name _____

Notary Public, State of Wisconsin

My commission expires _____

Exhibit A

The property upon which the open space buffer lands are located is legally described as follows:

LEGAL DESCRIPTIONS

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

Outlot 1 of Certified Survey Map No 11704, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on May 14, 2018, as Document No. 4338914, being a part of the Northeast ¼ of the Southeast ¼ of Section 25, Township 5 North, Range 20 East, in the City of Muskego, Waukesha County, Wisconsin

Said parcel contains 0 584 acres (25,426 Square feet) more or less
Subject to all easements and restrictions of record

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

A map depicting the open space buffer lands is annexed hereto

The open space buffer lands are legally described as as set forth on EXHIBIT B annexed hereto]

Exhibit B

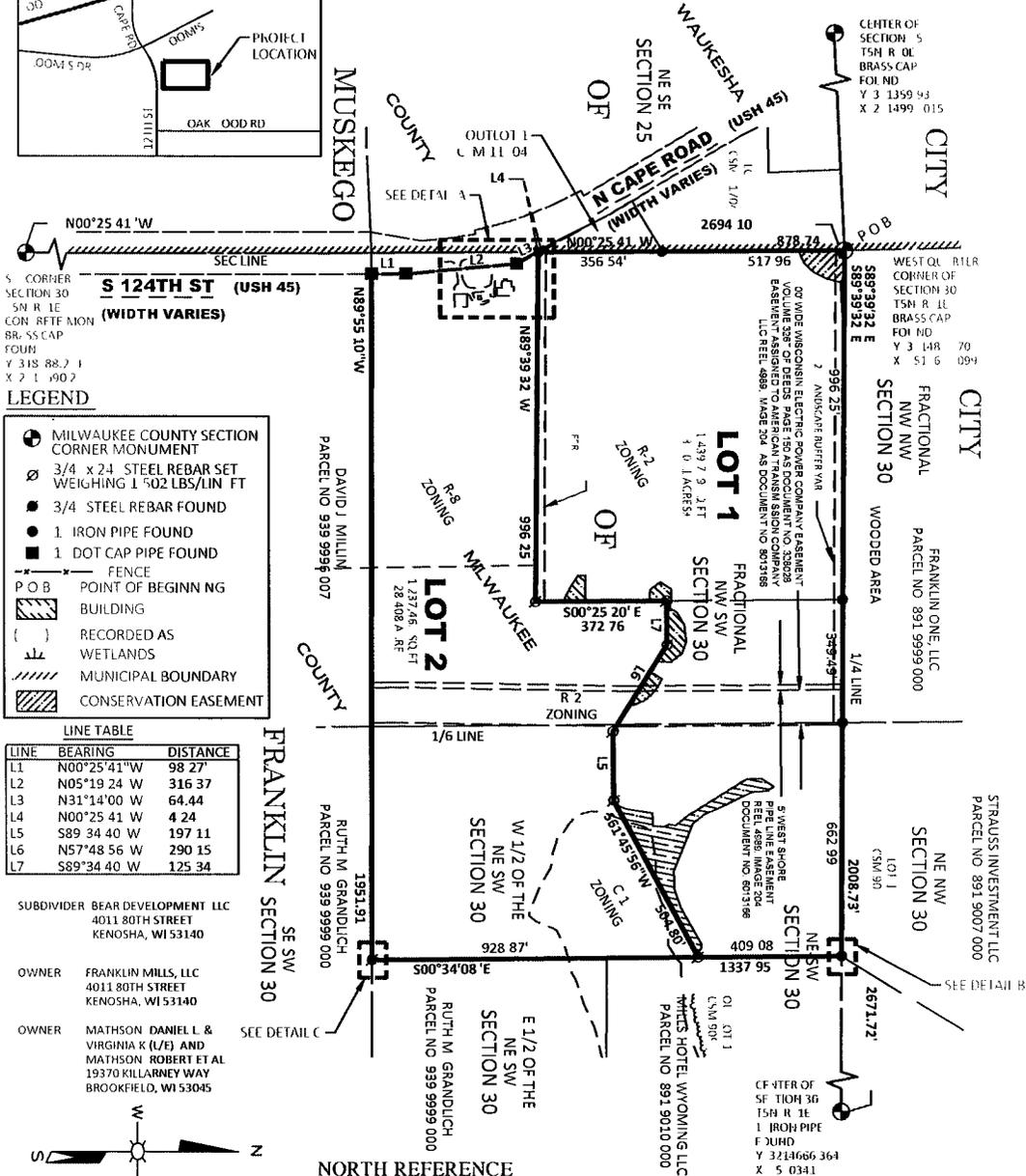
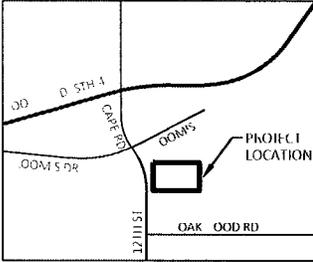
The North 25 feet of the Fractional Northwest Quarter of the Southwest Quarter of Section 30, Township 5 North, R21 East, City of Franklin, Milwaukee County Wisconsin.

The South 25 feet of the West 996.25 feet of the North 874.50 feet of the Fractional Northwest Quarter of the Southwest Quarter of Section 30, Township 5 North, R21 East, 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

LOCATION MAP



S. CORNER SECTION 30
5N R 1E
CON. REF. MON.
BR. SS CAP
FOUN.
Y 318 88.71
X 271.902

S 124TH ST (USH 45)
(WIDTH VARIES)

LEGEND

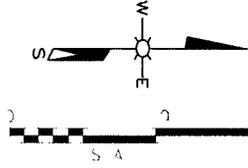
- MILWAUKEE COUNTY SECTION CORNER MONUMENT
- ⊗ 3/4 x 24 STEEL REBAR SET WEIGHING 1.502 LBS/LIN. FT
- 3/4" STEEL REBAR FOUND
- 1" IRON PIPE FOUND
- 1" DOT CAP PIPE FOUND
- FENCE
- POINT OF BEGINNING
- ▨ BUILDING
- () RECORDED AS
- WETLANDS
- MUNICIPAL BOUNDARY
- ▨ CONSERVATION EASEMENT

LINE	BEARING	DISTANCE
L1	N00°25'41"W	98.27
L2	N05°19'24"W	316.37
L3	N31°14'00"W	64.44
L4	N00°25'41"W	4.24
L5	S89°34'40"W	197.11
L6	N57°48'56"W	290.15
L7	S89°34'40"W	125.34

SUBDIVIDER BEAR DEVELOPMENT LLC
4011 80TH STREET
KENOSHA, WI 53140

OWNER FRANKLIN MILLS, LLC
4011 80TH STREET
KENOSHA, WI 53140

OWNER MATHSON DANIEL L. & VIRGINIA K (L/E) AND MATHSON ROBERT ET AL
19370 KILLARNEY WAY
BROOKFIELD, WI 53045



NORTH REFERENCE
BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLUMBING COORDINATE SYSTEM (SOUTH ZONE) (M.D. 11 (AUG 2015)) THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30 T5N R21E ASSUMED TO BE R 58°19'31"E

DATE 10-8-19	DIRECTORY NO.
PROJECT NO. S3399A19	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
ONE SYSTEMS DRIVE
APPLETON, WI 54914
PHONE (920) 735-8900
FAX (920) 830-6100

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">09/15/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A 2 LOT CERTIFIED SURVEY, 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>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.4.</i></p>
<p>City Development staff recommends approval of a resolution authorizing certain officials to accept this conservation easement for and as part of the approval of a 2 lot certified survey map upon property generally located south of Loomis Court and east of South North Cape Road, subject to technical corrections by the City Attorney.</p> <p>The applicant submitted this conservation easement for Common Council approval to comply with condition No. 10 of Certified Survey Map Resolution No. 2019-7565.</p> <p><i>The applicant shall submit a written conservation easement document and a Conservation Easement restriction note on the face of the Certified Survey Map for Lot 1, subject to review and 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.</i></p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2020-_____, a resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a 2 lot certified survey map upon property generally located south of Loomis Court and east of South North Cape Road, subject to technical corrections by the City Attorney.</p>		

RESOLUTION NO. 2020-_____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A 2 LOT CERTIFIED SURVEY, 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 Common Council having approved a Certified Survey Map upon the application of Bear Development, LLC, on December 17, 2019, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the wetlands, wetland buffers, wetland setbacks on the site; and

WHEREAS, §15-7.0603B. of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the Certified Survey Map review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Certified Survey Map; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Bear Development, LLC, in the form and content as annexed hereto, be and the same is hereby approved, subject to review and approval by the Department of City Development and technical corrections by the City Attorney; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT
BEAR DEVELOPMENT, LLC
RESOLUTION NO. 2020-_____

Page 2

Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

Franklin Mills/Poberezny Revocable Trust/Virginia K Mathson/Robert Mathson/Leslie Mathson Certified Survey Map

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Franklin Mills, LLC a Wisconsin Limited Liability Company, the Poberezny Revocable Trust, Virginia K Mathson, Robert Mathson, and Leslie Mathson, hereinafter referred to as "Grantors," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantors are the owners in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibits A, B and C attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantors desire and intend that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, wetlands, wetland buffers and wetland setbacks as identified in the Natural Resource Protection Plan compiled by Westwood Professional Services, Inc , dated October 3, 2019, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

WHEREAS, Grantee is a "holder", as contemplated by § 700.40(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62.23 and § 236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas, and

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

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

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

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

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

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

- 1 Construct or place buildings or any structure,
- 2 Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the

protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like,

- 3 Excavate, dredge, grade, mine, drill or change the topography of the land or its natural condition in any manner, except within the wetland setback areas as provided in Section 15-4.0102 (I) of the City of Franklin Unified Development Ordinance, including any cutting or removal of vegetation, except for the removal of dead or diseased trees,
- 4 Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris,
5. Plant any vegetation not native to the protected property or not typical wetland vegetation,
- 6 Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

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

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

To Grantor
Franklin Mills, LLC
Attn. S.R Mills
4011 80th Street
Kenosha, WI 53142

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

To Grantor
Poberezny Revocable Trust
Attn Sharon Poberezny
18925 Alta Vista Way
Brookfield, WI 53045

To Grantor
Leslie Mathson
8601 Desert Rain Road, NW
Albuquerque, NM 87120

To Grantor.
Robert Mathson
57 Oak Leaf Circle
Fairfield Glade, TN 38558

In witness whereof, the Grantor has set his hand on this date of _____, 20__

Franklin Mills, LLC

By: _____
Stephen R. Mills, President

STATE OF WISCONSIN)
) ss
KENOSHA COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Stephen R. Mills, as President of Franklin Mills, LLC, a Wisconsin Limited Liability Company, to me known to be the person who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said Franklin Mills, LLC

Notary Public

My commission expires _____

In witness whereof, the Grantor has set his hand on this date of _____, 20__.

Poberezny Revocable Trust

By: _____
Its _____

STATE OF WISCONSIN)
) ss
_____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, as _____ of the Poberezny Revocable Trust, to me known to be the person who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said Poberezny Revocable Trust

Notary Public

My commission expires _____

In witness whereof, the Grantor has set his hand on this date of _____, 20__

By _____
Virginia K Mathson, By Sharon Poberezny as POA

STATE OF WISCONSIN)
) ss
_____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Virginia K Mathson By Sharon Poberezny as POA, to me known to be the person who executed the foregoing Conservation Easement.

Notary Public

My commission expires _____

In witness whereof, the Grantor has set his hand on this date of _____, 20__

By _____
Robert Mathson

STATE OF WISCONSIN)
) ss
_____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Robert Mathson, to me known to be the person who executed the foregoing Conservation Easement

Notary Public

My commission expires _____

In witness whereof, the Grantor has set his hand on this date of _____, 20__

By _____
Leslie Mathson

STATE OF WISCONSIN)
) ss
_____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Leslie Mathson, to me known to be the person who executed the foregoing Conservation Easement

Notary Public

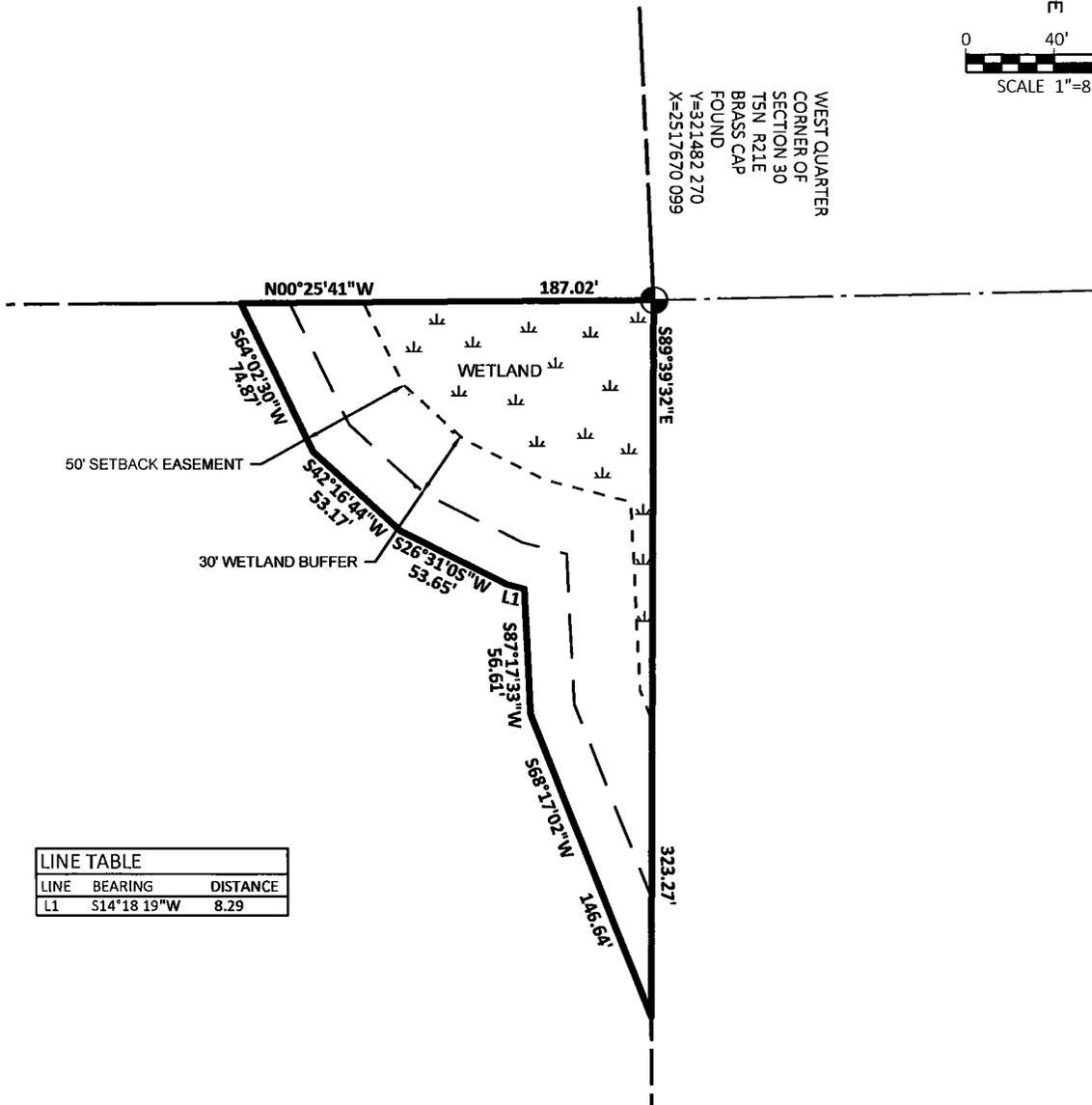
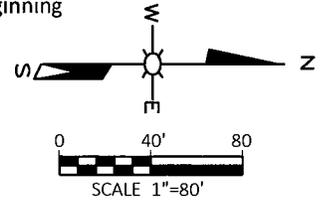
My commission expires _____

EXHIBIT MAP CONSERVATION AREA 1

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 a distance of 323.27 feet,
 Thence S68°17'02"W a distance of 146.64 feet,
 Thence S87°17'33"W a distance of 56.61 feet,
 Thence S14°18'19"W a distance of 8.29 feet,
 Thence S26°31'05"W a distance of 53.65 feet,
 Thence S42°16'44"W a distance of 53.17 feet,
 Thence S64°02'30"W a distance of 74.87 feet to the 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 187.02 feet to the point of beginning

Said parcel contains 0.214 acres (9,319 square feet) more or less of wetlands
 Said parcel contains 0.588 acres (25,635 square feet) more or less to 50' setback



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S14°18'19"W	8.29

DATE 2-26-2020	DIRECTORY NO. -----
PROJECT NO. S3399A19	DRAFTED BY JBM
SHEET 1 OF 1	DRAWING NAME EXHIBIT MAP

SURVEY FOR: BEAR DEVELOPMENT
 4011 80TH STREET
 KENOSHA WI, 53142

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

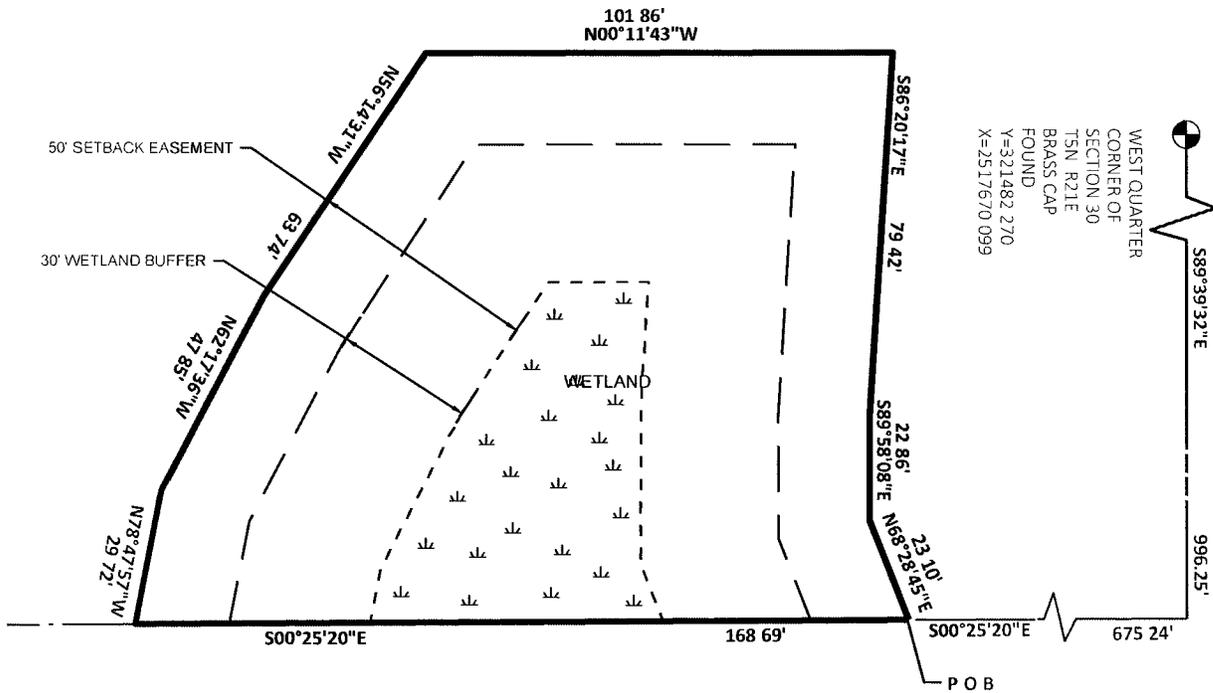
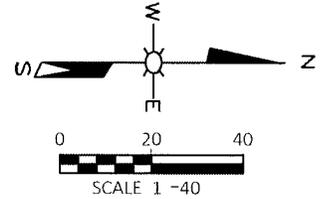
EXHIBIT MAP CONSERVATION AREA 2

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

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,
 Thence S00°25'20"E a distance of 675.24 feet to the point of beginning

Thence continuing S00°25'20"E for a distance of 168.69 feet,
 Thence N78°47'57"W a distance of 29.72 feet,
 Thence N62°17'36"W a distance of 47.85 feet,
 Thence N56°14'31"W a distance of 63.74 feet,
 Thence N00°11'43"W a distance of 101.86 feet,
 Thence S86°20'17"E a distance of 79.42 feet,
 Thence S89°58'08"E a distance of 22.86 feet,
 thence N68°28'45"E a distance of 23.10 feet to the point of beginning

Said parcel contains 0.073 acres (3,196 Square feet) more or less of wetlands
 Said parcel contains 0.389 acres (16,939 square feet) more or less to 50' setback



DATE 2/26/2020	DIRECTORY NO -
PROJECT NO S3399A19	DRAFTED BY JBM
SHEET 1 OF 1	DRAWING NAME EXHIBIT MAP

SURVEY FOR BEAR DEVELOPMENT
 4011 80TH STREET
 KENOSHA WI, 53142

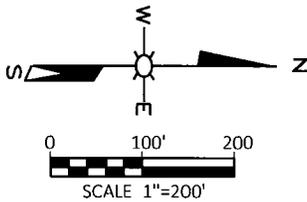
Omni
ASSOCIATES

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

EXHIBIT MAP CONSERVATION AREA 3

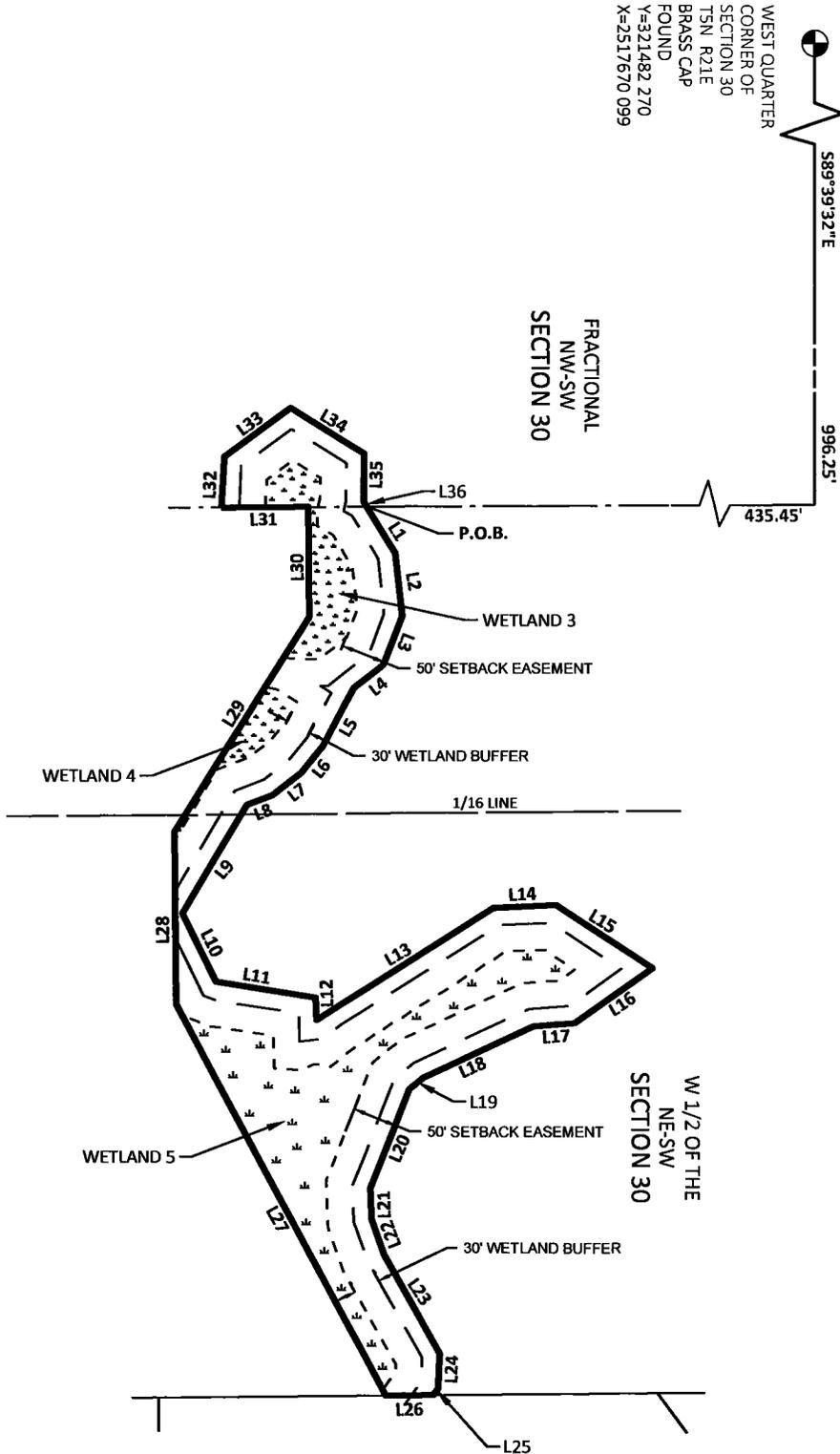
Being a parcel of land located in the Fractional Northwest Quarter of the Southwest Quarter and the West Half of the Northeast Quarter of the Southwest Quarter of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

WEST QUARTER
CORNER OF
SECTION 30
T5N R21E
BRASS CAP
FOUND
Y=521482.270
X=2517670.099



LINE	BEARING	DISTANCE
L1	N58°35'29"E	62.28'
L2	N83°49'22"E	71.81'
L3	S69°08'58"E	59.84'
L4	S38°14'35"E	42.61'
L5	S61°58'09"E	75.55'
L6	S50°57'18"E	38.58'
L7	S38°16'49"E	42.00'
L8	S21°12'32"E	31.78'
L9	S59°04'08"E	144.28'
L10	N63°38'21"E	86.97'
L11	N09°04'20"E	115.38'
L12	N88°06'14"E	25.18'
L13	N32°20'09"W	239.49'
L14	N02°39'00"W	71.30'
L15	N33°09'36"E	131.33'
L16	S35°21'57"E	108.44'
L17	S04°12'24"E	47.46'
L18	S24°59'52"E	139.13'
L19	S39°09'04"E	21.14'
L20	S68°26'25"E	121.08'
L21	N87°54'18"E	35.14'
L22	N70°28'20"E	42.84'
L23	N60°32'45"E	129.08'
L24	S87°13'52"E	39.52'
L25	S53°26'23"E	9.76'
L26	S00°34'06"E	54.02'
L27	S61°45'56"W	504.80'
L28	S89°34'40"W	197.11'
L29	N57°48'56"W	290.15'
L30	S89°34'40"W	125.33'
L31	S00°25'20"E	99.15'
L32	N86°55'29"W	58.27'
L33	N36°25'18"W	94.14'
L34	N31°43'40"E	98.41'
L35	S89°38'27"E	55.86'
L36	N58°35'29"E	6.15'

NOTE:
SEE SHEET 2 FOR LEGAL DESCRIPTION



DATE 2-26-2020	DIRECTORY NO.
PROJECT NO. S3399A19	DRAFTED BY JBM
SHEET 1 OF 2	DRAWING NAME EXHIBIT MAP

SURVEY FOR: BEAR DEVELOPMENT
4011 80TH STREET
KENOSHA WI, 53142

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