

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
MONDAY, APRIL 3, 2017 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements – A Proclamation in Recognition of Assistant Fire Chief Ronald F. Mayer Upon His Retirement from the Franklin Fire Department.
- C. Approval of Minutes:
Regular Common Council Meeting of March 21, 2017.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Consent Agenda
 - (a) Donations to the Franklin Police Department in the amount of \$250 from Johnson Bank to be put toward the K9 Donation Fund, in the amount of \$25 from Mary Thebert to be put toward the K9 Donation Fund, and in the amount of \$450 from Southwest Milwaukee Optimist Club – to be put toward the purchase of bicycle lights to be handed out at the annual City of Franklin Bike Rodeo.
 - (b) State Board of Assessor's Notice of Determination on Manufacturing Property Assessments.
 - (c) Budget Preparation Timetable for the 2018 Budget.
 - (d) Temporary Street Closure on South Legend Drive between Schlueter Parkway and lower level City Hall parking lot on June 16, 2017 from 6:00 p.m. to 11:00 p.m. for the City-sponsored Franklin Family Fun Flick Outdoor Movie.
 - (e) Temporary Street Closures at or near 8501 South Legend Drive to the Library entrance and at the Library entrance on Schlueter Parkway on June 3, 2017 from 6:00 a.m. to 3:00 p.m. in conjunction with the City-sponsored Bike Safety Rodeo.
 - (f) Request for confirmation that the Full-Time Equivalent (FTE) .1 Sanitarian position approved for 2017 may be hired through the Civic Service Process making it a position in the "Classified Service".
 - 2. Financial Services Reimbursement Agreement with Interstate Partners LLC.
 - 3. Financial Services Proposal from Ehlers for up to \$7,500 Related to Interstate Partners Proposed Development on W. Oakwood Road.
 - 4. Contract with Ruekert & Mielke, Inc. for Professional Services Task Orders Related to Engineering in Area D, Roughly Between W. Oakwood and W. South County Line Roads and S. 27th and S. 42nd Streets.
 - 5. Contract with Ehlers, Inc. for Financial Services Related to the Use of Tax Increment Financing in Area D, Roughly Between W. Oakwood and W. South County Line Roads and S. 27th and S. 42nd Streets.

6. An Ordinance to Amend the Unified Development Ordinance (Zoning Map) to Rezone a Certain Parcel of Land From C-1 Conservancy District to R-6 Suburban Single-Family Residence District (8647 South 35th Street) (Approximately 8.987 Acres) (Ryan S. Konicek, Operator of Bridgestone Capital LLC, Applicant).
7. A Resolution Conditionally Approving a Condominium Final Plat for Lot 42 in Prairie Grass Preserve Subdivision (at 9062 and 9064 South Cordgrass Circle East) (Dan Kanitz, Member of Wyndham Homes, LLC, Applicant).
8. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for Property Located at 11307 West Forest Home Avenue to Expand the Operation of a Lawn Maintenance, Landscaping and Snow Removal Business (Mark Liban, President of Liban's Lawn Service, Inc., Applicant).
9. An Ordinance to Amend Sec. 207-23. and Sec. 207-26. of the Municipal Code Providing for Oversizing Payments to Landowners Related to Installation of Water or Sanitary Sewer Facilities (Aldерwoman S. Mayer).
10. Request for Reimbursement for Water Main Oversizing at Matt Talbot Recovery Services, Inc, 9132 S. 92nd Street.
11. A Resolution Urging the Governor and the Legislature to Protect Homeowners and Main Street Businesses and Close Loopholes that Shift a Greater Property Tax Burden from Commercial to Residential Homeowners and Main Street Businesses.
12. A Resolution to Accept Jurisdictional Transfer of W. St. Martins Road (CTH MM) From S. North Cape Road to S. Lovers Lane Road.
13. An Ordinance to Amend the Municipal Code to Regulate the Application and Sale of Coal Tar Sealant Products.
14. A Resolution Awarding Contract to the Low Bidder, Payne & Dolan, Inc. in the Amount of \$837,433.26 for the 2017 Local Street Improvement Program.
15. Authorization to Execute an Agreement for Additional Asbestos Remediation in the Health Department Remodeling Project.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of April 3, 2017.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

April 4	Spring Election	7:00 a.m. – 8:00 p.m.
April 18	Common Council Meeting	6:30 p.m.
April 20	Plan Commission Meeting	7:00 p.m.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

A PROCLAMATION IN RECOGNITION OF ASSISTANT FIRE CHIEF
RONALD F. MAYER
FOR HIS THIRTY-FIVE YEARS OF DEDICATED LIFE AND SERVICE
TO PROTECT THE HEALTH, SAFETY AND WELFARE
OF THE COMMUNITY AND OF THE PEOPLE OF THE CITY OF FRANKLIN

WHEREAS, Ronald F. Mayer hails from one of Franklin's founding families, and has roots in the community that extend back generations; and

WHEREAS, Ronald F. Mayer began his fire service career as a Paid-on-Call Firefighter the summer he graduated from Franklin High School in 1982; and

WHEREAS, Ronald F. Mayer was one of the "Original Twelve" firefighters hired in 1989 in order to staff Franklin's first Milwaukee County paramedic ambulance on a 24hour basis, bringing Advanced level pre-hospital emergency care and round-the-clock fire protection to the Citizens of Franklin for the first time in its history; and

WHEREAS, Ronald F. Mayer quickly earned the respect his peers, and the trust of his superiors, and was promoted to the rank of Captain in January of 1990 and to Battalion Chief in 2000, proudly and adeptly serving in those ranks as commander of the "Fighting Green Shift" for the 23 years; and

WHEREAS, in 2013, Ronald F. Mayer once again placed the needs of the Department and the City before own interests and stepped up to accept the position of Assistant Fire Chief; and

WHEREAS, in this role, Assistant Chief Mayer not only served as the Department's Operations and Training Officer, but also as the Department's liaison to multiple professional organizations, including the Milwaukee County Fire Training Officers Association and the Mutual Aid Box Alarm System (MABAS) Division 107 Operations Committee, where his wealth of knowledge, experience, and commitment to Emergency Responder safety and continuous improvement has enhanced the reputation and stature of the Franklin Fire Department, and has helped to foster a more progressive and cooperative Fire and EMS response throughout the region, and to promote a culture change toward enhanced firefighter and citizen health, safety, and wellness; and

WHEREAS, Ronald F. Mayer has repeatedly put his life on the line in the service of others, earning Franklin's only appointment to the Wisconsin Police and Fire Hall of Fame; and

WHEREAS, more than any other member in its history, Ron's thirty-five years of service to the Franklin Fire Department has served as a bridge between its proud past and bright future, and has defined and exemplified the Mission, Vision, and Values of the Franklin Fire Department, where he truly served the community with *Courage, Honor, and Integrity*.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Stephen R. Olson, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of the City of Franklin, hereby recognize and commend the service of Ronald F. Mayer to the Citizens of the City of Franklin, and wish him the best in the years to come.

Presented to the City of Franklin Common Council this 3rd day of April, 2017.

Stephen R. Olson, Mayor

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
MARCH 21, 2017
MINUTES

- | | | |
|---|------|--|
| ROLL CALL | A. | The regular meeting of the Common Council was held on March 21, 2017 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 D. Mayer, Alderwoman Kristen Wilhelm, Alderman Steve Taylor, and Alderman Mike Barber. Excused was Alderwoman Susanne Mayer. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Lubberda, 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 6:42 p.m. |
| MAYORAL ANNOUNCEMENT | B.2. | Mayor Olson presented a Proclamation to Galland Henning Nopak, Inc. in Recognition of their 130th Anniversary. |
| APPROVAL OF MINUTES | C. | Alderwoman Wilhelm moved to approve the minutes of the regular Common Council Meeting of March 7, 2017 as corrected. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| MAYORAL APPOINTMENTS | E. | Alderwoman Wilhelm moved to confirm the Mayoral appointment of Gene Ninnemann as Weed Commissioner/Cutter at the rate of \$85 per hour for the calendar year 2017. Seconded by Alderman Dandrea. On roll call, all voted Aye. |
| RES. 2017-7253
EXPRESSING SUPPORT WITH
THE JEWISH COMMUNITY
CENTER | G.1. | Alderman Taylor moved to adopt Resolution No. 2017-7253, A RESOLUTION EXPRESSING SUPPORT AND IN SOLIDARITY WITH THE JEWISH COMMUNITY CENTER. Seconded by Alderman D. Mayer. All voted Aye; motion carried. Vote recorded as unanimous. |
| LETTER OF CREDIT FOR
WOODLAND PRAIRIE
CONDOMINIUMS | G.2. | Alderman Taylor moved to release the Irrevocable Stand By Letter of Credit in the amount of \$11,687 for Woodland Prairie Condominiums located west of S. Lovers Lane Road and north of W. Cortez Road as recommended by the Engineering Department. Seconded by Alderman Barber. All voted Aye; motion carried. |

RES. 2017-7254
CONSERVATION EASEMENT AT
11906-11908 W LOOMIS ROAD
(MILLS HOTEL WYOMING, LLC,
APPLICANT)

G.3. Alderman Taylor moved to adopt Resolution 2017-7254, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A CERTIFIED SURVEY MAP FOR PROPERTY LOCATED AT 11906-11908 WEST LOOMIS ROAD (MILLS HOTEL WYOMING, LLC, APPLICANT). Seconded by Alderman Dandrea. All voted Aye; motion carried.

DEVELOPMENT AGREEMENT
WITH ZILBER LTD. FOR 7333 S.
27TH ST.

G.4. Alderwoman Wilhelm moved to direct staff to work with Zilber Ltd. regarding a proposed Mixed-Use Development at 7333 S. 27th Street and to pursue a Development Agreement that includes financial support from the existing Tax Increment Finance District No. 3, with the understanding that the development agreement will include removal of the hotel, [and with regard to Tax Incremental Financing] "lookback" provision, and "pay as you go" [incentive balance], as outlined in the Council Action Sheet for this item. Seconded by Alderman Dandrea. On roll call, Alderman Barber, Alderman Taylor, Alderwoman Wilhlem, and Alderman Dandrea voted Aye; Alderman D. Mayer voted No. Motion carried.

ENGINEERING CONTRACT
WITH RUEKERT & MIELKE, INC.
BETWEEN W. OAKWOOD & W.
SOUTH COUNTY LINE RDS. AND
S. 27TH & S. 42ND STS.

G.5. Alderman Taylor vacated his seat at 7:24 p.m. and returned at 7:25 p.m.

Alderman Barber vacated his seat at 7:48 p.m. and returned at 7:50 p.m.

Alderman Taylor moved to postpone to April 3, 2017, the contract with Ruekert & Mielke, Inc. for professional services task orders related to engineering in Area D, roughly between W. Oakwood and W. South County Line Roads and S. 27th and S. 42nd Streets. Seconded by Alderwoman Wilhelm.

Alderwoman Wilhelm moved to call the question. Seconded by Alderman Barber. On roll call, Alderwoman Wilhelm voted Aye; Alderman Dandrea, Alderman D. Mayer, Alderman Taylor, and Alderman Barber voted No. Motion failed.

On the vote to postpone Item G.5. to April 3, 2017, all voted Aye; motion carried.

FINANCIAL SERVICES
CONTRACT WITH EHLERS, INC.

G.6.

Alderman Dandrea moved to postpone to April 3, 2017, the contract with Ehlers, Inc. for financial services related to the use of Tax Increment Financing in Area D, roughly between W. Oakwood and W. South County Line Roads and S. 27th and S. 42nd Streets. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

RES. 2017-7255
SPECIAL USE AT 6807 S. 27TH
ST. (STEVEN DORAN,
DAYBREAK CAPITAL, LLC,
APPLICANT)

G.7.

Alderman Barber vacated his seat at 8:10 p.m. and returned at 8:13 p.m.

Alderwoman Wilhelm moved to adopt Resolution No. 2007-7255, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE TO ALLOW FOR AN EATING AND DRINKING PLACES USE UPON PROPERTY LOCATED AT 6807 SOUTH 27TH STREET (STEVEN W. DORAN, MANAGING MEMBER OF DAYBREAK CAPITAL, LLC, APPLICATION), as amended by the City Attorney. Seconded by Alderman Taylor. All voted Aye; motion carried.

SEWRPC TRAFFIC FLOW STUDY G.8.
S. 51ST ST. AND W. DREXEL
AVE.

Alderman D. Mayer vacated his seat at 8:13 p.m. and returned at 8:16 p.m.

At 8:13 p.m., Mayor Olson passed the gavel to Council President Wilhelm, who then chaired the meeting. The gavel was returned to Mayor Olson at 8:15 p.m.

Following a presentation by Christopher Hiebert, Chief Transportation Engineer of the Southeast Wisconsin Regional Planning Commission, regarding the Study of Traffic Flow at the Intersection of S. 51st Street and W. Drexel Avenue, Alderwoman Wilhelm moved to direct staff to work with SEWRPC and the two Aldermen of the affected districts to hold a public meeting, and return results to the Common Council. Seconded by Alderman Barber. All voted Aye; motion carried.

ORD. 2017-2262
AMEND MUNICIPAL CODE TO
ESTABLISH THE ST. MARTINS
FAIR EVERY SUMMER MONDAY
MARKET FAIR

G.9.

Alderman D. Mayer moved to adopt Ordinance No. 2017-2262, AN ORDINANCE TO AMEND THE MUNICIPAL CODE TO ESTABLISH THE ST. MARTINS EVERY SUMMER MONDAY MARKET FAIR, with notification to area residents. Seconded by Alderman Taylor. All voted Aye; motion carried.

LICENSES AND PERMITS

- H.1. Alderman Taylor moved to approve the following:
Grant Operators' licenses to Jared Jones, 6034 Oakwood Ln., Greendale; Mary Leaf, 7856 S. 66th St., Franklin; Mary Jennifer Loeffel, 1842 Alta Vista Ave., Wauwatosa; Kerry Schoemann, 5749 Cambridge Cir., Mt. Pleasant; Jennifer Schrank, 8027 W. Euclid Ave., Milwaukee; and Randy Seymour, 1320 S. 1st St., Milwaukee;
Hold the Operators' license applications for appearance for Brandon Sowinski, S70 W14965 Cornell Cir., Muskego; and Jessica St. Louis, 3829 S. Miner St., Milwaukee; and
Grant Temporary Class B Beer and Wine license to Franklin Public Library Foundation, Person in Charge Jennifer Loeffel, 9151 W. Loomis Rd., Disney Trivia Night on 4/08/2017.
Seconded by Alderman D. Mayer. All voted Aye; motion carried.

VOUCHERS AND PAYROLL

- I.1. Alderman Dandrea moved to approve the following:
City vouchers with an ending date of March 16, 2017 in the amount of \$1,209,388.16; Payroll dated March 17, 2017 in the amount of \$376,061.07 and payments of the various payroll deductions in the amount of \$230,826.25, plus City matching payments; and Estimated payroll dated March 31, 2017 in the amount of \$392,000.00 and payments of the various payroll deductions in the amount of \$401,000.00, plus City matching payments and Property Tax payments and refunds with an ending date of March 16, 2017 in the amount of \$1,601,460.77. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Taylor moved to adjourn the meeting at 8:41 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE
REPORTS & RECOMMENDATIONS	DONATIONS TO THE FRANKLIN POLICE DEPARTMENT	ITEM NUMBER <i>G.I.(a)</i>


The City of Franklin Police Department has received the following donations:

- (a) \$250.00 donation from Johnson Bank - to be put toward the K9 Donation Fund
- (b) \$25.00 donation from Mary Thebert - to be put toward the K9 Donation Fund
- (c) \$450.00 donation from Southwest Milwaukee Optimist Club - to be put toward the purchase of bicycle lights to be handed out at the annual City of Franklin Bike Rodeo.

COUNCIL ACTION REQUESTED

Motion to accept the \$250.00 donation from Johnson Bank and the \$25.00 donation from Mary Thebert to be deposited into the Police Canine Donation Account, and the \$450.00 donation from the Southwest Milwaukee Optimist Club to be deposited into Police Donations and earmarked for the Bicycle Rodeo.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/3/2017
REPORTS & RECOMMENDATIONS	Review of State Board of Assessor's Notice of Determination on Manufacturing Property Assessments	ITEM NUMBER G.I.(b)

The State of Wisconsin establishes property assessment values for manufacturing properties across the State. Manufacturing property owners have a chance to review and appeal their property valuations similar to the manner in which residential property owners can appeal to the local Board of Review. A manufacturing property appeal is heard by the State Board of Assessors. The State Department of Revenue is the "respondent" at such a hearing and must defend their assessment work. As such, the City is generally outside of the manufacturing properties' revaluation process. Nonetheless, the property owner and the City have 60 days to appeal a State Board of Assessors' determination to the Wisconsin Tax Appeals Commission.

The City has recently received notice of two valuation reductions and two valuation "No Change" determinations approved by the Board of Assessors. An appeal by the City would be very uncommon and is an expensive and challenging task. Since the City does not do the initial manufacturing property valuation, it does not have a good database of manufacturing information, so one would have to be developed as part of the appeal. Additionally, since the appeal is often considered based upon detailed work, such as a professional, independent market/property assessment, the City would have to have this work performed to even determine the extent to which an appeal by the City would be warranted. Similarly, the State Board of Assessors issues a detailed "Real Property Addendum" when they reach such a conclusion, so there is a clear and established record of evidence that would need to be overcome in the event of a valuation reduction by the Board of Assessors.

Although an appeal by a City would be unlikely, staff thought the reduction determinations should at least be reviewed based upon data available from the State and any additional property data the City had to ensure the conclusions seem reasonable. The State's conclusions of the two appeal deduction determinations that the City received are as follows:

ET Franklin Trans Packaging LLC (Transpack)
Address: 1 World Packaging Circle
Value requested \$7,897,000

	Original 2016 Full Value Assessment	Revised 2016 Full Value Assessment	Revised 2016 Equated Value Assessment
Land	\$987,000	\$987,000	\$977,800
Improvement	\$11,297,400	\$10,413,000	\$10,315,800
Total	\$12,284,400	\$11,400,000	\$11,293,600

ET Franklin Trans Packaging (Transpack)
Address: 2 World Packaging Circle
Value requested \$8,137,000

	Original 2016 Full Value Assessment	Revised 2016 Full Value Assessment	Revised 2016 Equated Value Assessment
Land	\$1,272,000	\$1,272,000	\$1,260,100
Improvement	\$12,126,800	\$10,398,000	\$10,301,000
Total	\$13,398,800	\$11,670,000	\$11,561,100

The two properties with unchanged valuations were both for Carma Laboratories, with a total valuation of \$4,339,400. We also received notice from the Department of Revenue that GA Precision Senior Flexonics, LLC (ALFA LLC real estate owner) appealed their 2016 valuation while still having a 2015 appeal being heard before the Tax Appeal Commission. The State had values averaging \$5,352,300, with the appellant arguing for \$2,896,900. The State's recent letter states the following: "Discussions with the Tenants agent and the Department of Revenue Office of General Council resulted in an agreed upon assessment of \$4,750,000" for each of the years.


The City receives the notices because valuation reductions do reduce the property tax revenues for the City from those charged and collected. By filing a form later in the year, the City will obtain a correction against the other taxing jurisdictions so that the adjusted tax collection reduction is appropriately distributed to all taxing jurisdictions. As a point of reference, a \$1 million reduction in assessed value is then adjusted for the equalization ratio (currently over 99%) and results in a reduction in the City's property tax revenue by approximately \$5,635, although the City would be out approximately four times this amount temporarily until the subsequent corrections occur with the taxing jurisdictions.

In conclusion, the manufacturing property assessment and appeal process is a State responsibility: the State defends their calculated values and defends against appeals. The City is not in a favorable position to pursue or fight appeals, but does have such a right. The purpose of this council action sheet is to make the Aldermen aware that this process exists and can impact the City's budget. That impact largely comes from the fact that the appeals are often settled after tax bills are distributed so a reduction in property tax dollars can occur. The secondary impact is a redistribution of that tax burden in the subsequent year. Staff will continue to evaluate notices received from the State, and if something is found to be blatantly questionable will bring the item before the Common Council for consideration. After review by the City Assessor, Mark Link, that is not the case in the instances discussed above.

If the Common Council is satisfied that only such State notices that appear questionable will be brought back to the Common Council for review, a motion to receive and file this report is all that is needed. If the Common Council wants a report or notice of each and every Notice of Determination reached by the State Board of Assessors, it should provide that directive. If the Common Council wants to consider filing an appeal or to review the details of the City's review, please provide that directive and the matter will be placed on the next meeting agenda for a closed session review.

COUNCIL ACTION REQUESTED

Motion to receive and file.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/3/2017
REPORTS & RECOMMENDATIONS	Budget Preparation Timetable for the 2018 Budget	ITEM NUMBER G. I. (c)

Per Section 13-2.A. of Chapter 13, "Budget", of the Franklin Municipal Code, it states that "Each year the Mayor shall present a budget timetable to the Common Council no later than March 1, for the review and approval of the Common Council." We apologize for presenting this timetable later than March 1st.

Consistent with the budget practice that was approved by Common Council in July of 2012, the attached budget calendar establishes the timeline for annual Aldermanic consideration of the Mayor's proposed 2018 budget. It commences with the initial distribution of the Mayor's proposed budget and concludes with the Common Council meeting for the public hearing and adoption of the annual budget. As with recent years, the calendar provides time for Aldermen to contact Department Heads directly with questions and for Aldermen to work together in Committee to review the proposed budget and/or meet with staff.

This year's proposed schedule generally reflects the schedule used in recent years with the regular Common Council meeting for Tuesday, September 19, for presentation and overview of the Mayor's recommended budget and major budget initiatives. The remainder of the budget timetable coincides with regularly scheduled Committee of the Whole and Common Council meetings and provides time for additional special meetings if determined necessary at the discretion of the Council at that time EXCEPT that the public hearing on the budget and adoption of the budget is proposed for a SPECIAL Common Council meeting on November 14th. This Special Common Council Meeting is proposed in order to allow sufficient time needed to prepare and distribute property tax bills and to avoid scheduling a budget hearing during the week of Thanksgiving. [Note that if, in the future, the Common Council alters its regular summer meeting schedule or alters the October/November meeting schedule, the budget calendar dates would be adjusted accordingly.]

As noted in prior years, the November 14th public hearing date does not provide an opportunity to delay adoption of the budget to a future regular Common Council meeting due to the work necessary to prepare and distribute property tax bills. As such, if not adopted on November 14th, then a Special Common Council meeting for shortly thereafter would be necessary. The expectation is that this would not be necessary as the Common Council would already have had the budget to consider for 8 weeks.

COUNCIL ACTION REQUESTED

Motion to adopt the 2018 Annual Budget - Budget Preparation Timetable dated April 3, 2017 as presented AND, subject to any future meeting schedule changes, to schedule a Special Common Council Meeting for November 14, 2017, for the public hearing and adoption of the 2018 budget.

City of Franklin
2018 Annual Budget
BUDGET PREPARATION TIMETABLE
April 3, 2017

Schedule

Tuesday, September 19	Common Council Meeting Agenda Item: Presentation on overview of budget and major budget initiatives. Aldermen determine or identify additional materials or information needed for 10/2 budget discussions.
Wednesday September 20 To Monday, October 2	Aldermen may contact department heads with budget questions.
Monday, October 2	Committee of the Whole Agenda Item: Review of Mayor's Recommended Budget.
Tuesday, October 3	Alternate day for additional Committee of the Whole meeting and budget discussion in conjunction with regular Common Council meeting.
Friday, October 13	Last regular work day for budget changes to be included in the Public Hearing notice.
Monday, October 16 To Thursday, October 19	Preparation and Submission of Public Hearing Notice.
Tuesday, October 17	Regular Common Council Meeting, available for discussion of any budget topic as may be needed.
Thursday, October 26	Publication of Preliminary Budget and Hearing Notice.
Monday, November 6 & Tuesday, November 7	Regular Committee of the Whole & Common Council meetings available for discussion of any budget topics as may be needed.
Tuesday, November 14	Special Common Council Meeting: Public Hearing on the Proposed Annual Budget AND Adoption of Annual Budget [Note: The late date does not provide opportunity for delay].

Note: Subsequent actions that may affect the Common Council's regular meeting schedule may impact this calendar.

September 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
	Labor Day	COW & CC				
10	11	12	13	14	15	16
17	18	19	20	21	22	23
		CC				
24	25	26	27	28	29	30

October 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
	COW	CC				
8	9	10	11	12	13	14
15	16	17	18	19	20	21
		CC				
22	23	24	25	26	27	28
29	30	31				

November 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
	COW	CC				
12	13	14	15	16	17	18
		Special CC				
19	20	21	22	23	24	25
		CC		Thanksgiving		
26	27	28	29	30		

December 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
	COW	CC				
10	11	12	13	14	15	16
17	18	19	20	21	22	23
		CC				
24	25	26	27	28	29	30
31						

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>4/03/2017</i>
Reports and Recommendations	Temporary Street Closure Request in conjunction with the June 16, 2017 Outdoor Movie	ITEM NUMBER <i>G.I.(d)</i>

The City of Franklin Health Department with community partners is hosting the 2nd annual Franklin Family Fun Flick outdoor movie at city hall on Friday, June 16, 2017. Up to 100 families will attend. The event will be staged from the lower level of City Hall. For safety purposes the police department and department of public works have recommended street closures on S Legend Dr between Schlueter Pkwy and the lower level city parking lot. The fire department concurs with this recommendation. The health department recommends street closures from 6 PM until 11 PM on Friday, June 16th. The condominium complex behind city hall has been alerted about the street closure and is supportive of this community event. The street closure application has been submitted to the city clerk. Thank you for your consideration.



COUNCIL ACTION REQUESTED

Motion to approve street closures on S Legend Dr between Schlueter Pkwy and the back city parking lot on Friday, June 16th in conjunction with the City of Franklin sponsored Franklin Family Fun Flick Outdoor Movie.

CITY OF FRANKLIN
APPLICATION FOR TEMPORARY CLOSING OF STREET
OFFICE OF THE CITY CLERK
clerksdept@franklinwi.gov
9229 W. LOOMIS RD.
FRANKLIN WI 53132
414-425-7500

Name: Julianna Manske RN, MSN
Address: 9229 W. Loomis Road
Franklin, WI 53132
Phone: 414-427-7531 (Direct)

Name of person or association applicant represents:

City of Franklin Health Department
Address: 9229 W. Loomis Road
Franklin, WI 53132
Phone: 414-425-9101

Nature and purpose of the obstruction or street closing: On Friday, June 16, 2017 the Franklin Health Department will host the 2nd Annual "Franklin Family Fun Flick" in the lower level of City Hall featuring La La Land. Street closures will be essential to protect participants.

Description of all parts of the road, street or highway is proposed to be obstructed or closed: It is requested that S Legend Dr between Schlueter Pkwy and the lower level city parking lot be closed for the event. Access to the public library will not be altered. Access to city hall from Legend Drive and Loomis Road will not be impeded.

Date and time of obstruction or closing: Road closure is recommended from 7:00 PM—11:00 PM on Friday, June 16, 2017.

Estimated number of people proposed to attend: 200 people are estimated to attend the outdoor movie. Each child must be accompanied by an adult.

Cleanup plan: Clean-up will be done immediately after the event is concluded. Little waste or refuse will likely occur.

Provisions to allow ingress and egress of people or businesses denied access during the event:

Residents and participants will have full access to city hall and the public library parking lots. The fire department is aware of this event and can accommodate requests for service.

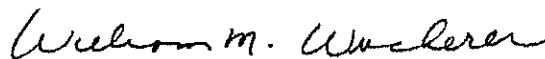
Permission received from additional jurisdiction: Mayor Olson and Alderman Dan Mayer were consulted and are support this community event. The Park Commission reviewed and approved the park permit. The Police, Fire, Engineer, Planning, Department of Public Works, and Library managers were consulted. The City Clerk provided helpful direction.

Date: March 8, 2017

Subscribed and sworn to before me

this ____ day of _____, _____

Notary public, _____ Co., Wisconsin
My Commission _____



William M. Wucherer
Director of Health & Human Services
Applicant

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>4/03/2017</i>
Reports and Recommendations	Temporary Street Closure Request in conjunction with the June 3, 2017 Bike Rodeo	ITEM NUMBER <i>G.I.(e)</i>

The City of Franklin Health Department with community partners is hosting the 9th annual bike rodeo at city hall on Saturday June 3, 2017. Up to 130 children with parents will attend. The event will be staged from the lower level of City Hall and the actual bike rodeo safety course will extend onto Legend and Schlueter roads. For safety purposes the police department and department of public works have recommended street closures on both streets. The fire department concurs with this recommendation. The health department recommends street closures from 6 AM until 3 PM on Saturday June 3rd. The condominium complex behind city hall has been alerted about the street closure and is supportive of this community event. The street closure application has been submitted to the city clerk. Thank you for your consideration.

COUNCIL ACTION REQUESTED

Motion to approve street closures on Legend and Schleuter Parkway on Saturday June 3rd in conjunction with the City of Franklin sponsored bike safety rodeo.

CITY OF FRANKLIN
APPLICATION FOR TEMPORARY CLOSING OF STREET
OFFICE OF THE CITY CLERK
clerksdept@franklinwi.gov
9229 W. LOOMIS RD.
FRANKLIN WI 53132
414-425-7500

Name: William M. Wucherer, Director of Health & Human Services
Address: 9229 W. Loomis Road
Franklin, WI 53132
Phone: 414-427-7530 (Direct)

Name of person or association applicant represents:

City of Franklin Health Department
Address: 9229 W. Loomis Road
Franklin, WI 53132
Phone: 414-425-9101

Nature and purpose of the obstruction or street closing: On Saturday June 3th the Franklin Health Department will host its 9th annual bike rodeo for local children ages 6-11 behind city hall. The bicycle safety course will be designed on Legend Drive. Street closures are essential to protect participants.

Description of all parts of the road, street or highway is proposed to be obstructed or closed: Three barricade locations are proposed by the Franklin Police Department including (1) at or near 8501 Legend Drive by Forest Hill Condominium, (2) at the library entrance on Legend Drive, and (3) at the library entrance on Schlueter Parkway. The condominium management is aware and supportive of this community event. They have graciously advertised the event in their condominium newsletter and mentioned the road closure. Access in the public library will not be altered. Access on city hall from Legend Drive and Loomis Road will not be impeded.

Date and time of obstruction or closing: Road closure is recommended from 6 AM—3 PM on Saturday June 3, 2017. The bike rodeo is scheduled from 9:15 AM—12:30 PM; however, significant preparation in marking the safety course is required before the event begins

Estimated number of people proposed to attend: 130 children can register in advance for this year's bike rodeo. Each child must be accompanied by an adult.

Cleanup plan: Upwards to 75 volunteers will assist the Franklin Health Department. Clean-up will be done immediately after the event is concluded. Little waste or refuse will likely to occur.

Provisions to allow ingress and egress of people or businesses denied access during the event:

Residents and participants will have full access to city hall and the public library. The fire department is aware of this event and can accommodate requests for service.

Permission received from additional jurisdiction: The Franklin Police Department (Officer Bandur) has designed the bike safety course and recommended barricade locations. Department of Public Works Superintendent Jerry Schaefer and Foreman Dale Linneman agree with the road closure plan and will provide barricades for the event. Acting Fire Chief Adam Remington has reviewed the proposed road closure plan and has no objection.



Date: March 7, 2017

Subscribed and sworn to before me
this ____ day of _____, _____

William M. Wucherer
William M. Wucherer
Applicant

Notary public, _____ Co., Wisconsin
My Commission _____

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/3/2017
REPORTS & RECOMMENDATIONS	Confirmation that the .1 FTE Sanitarian Position Approved for 2017 may be Hired Through the Civil Service Process Making it a Position in the "Classified Service"	ITEM NUMBER 

Background: From 1970 into 2006, Franklin was served by one person in a part-time role as the Sanitarian. The position was listed in the Municipal Ordinance as a non-classified position, which excluded it from Civil Service and, likely, from the unions. After that person's retirement in 2006, David Cammilleri was hired, with confirmation by the Common Council, for a part-time position. After only about 6 months, that individual was hired by Oak Creek as a full-time sanitarian, and the City contracted with Oak Creek for continued use of his services. That was initially expected to be a short-term solution, but it ultimately was continued through to early 2011. Additionally, during that period (2009) the City entered into an agreement with the State to become an Agent City for Sanitarian-related functions. In 2010, Act 10 came into effect, most of the City's labor units evaporated, and Civil Service took on a more prominent role in staffing and policy. In early 2011, the Common Council approved an agreement to obtain such sanitarian services through Greenfield, instead of Oak Creek.

In the 2014 budget, after approximately 7 years without our own employee in the role of Sanitarian, the Common Council approved a plan to bring part-time Sanitarian services in-house to improve control of and access to the services. This then occurred in early 2014 with the hiring of Ms. Angie Beyer. Ms. Beyer was hired through the Civil Service process after approval of a new job description. Through Civil Service, Common Council confirmation was no longer anticipated or obtained. In the 2017 budget, the Common Council approved the addition of a second, very limited part-time Sanitarian. The position is only .1 FTE or averaging 4 hours per week. As already approved, the hours will vary significantly throughout as the individual provides back-up and assists in peak workloads, such as the annual licensing renewal process that is nearly upon the department.

At the same time, the staff and the Personnel Committee are currently in the process of reviewing benefits and preparing an update to both the Employee Handbook and the Civil Services System Personnel Administration System (Civil Service Manual). That process has revealed a need to update the City's Ordinances relative to Chapter 55, "Officers and Employees." Those updates are needed based upon the creation of some new positions, such as the Economic Development and I.T. Directors, based upon Act 10 considerations, and based upon the considerations in the Classification Plan recently adopted. As the Personnel Committee completes their review of the related personnel issues, a revised ordinance will be brought forward for the Common Council's consideration. Unfortunately, the Health Department is entering into their peak license renewal period and it is very desirable for them to approve the .1 FTE approved position prior to the completion of the recommended update by staff and the Personnel Committee to Chapter 55.

Summary of Issue at Hand: As such, to avoid potential confusion or conflict in interpretation as to the applicability of Chapter 55, staff is seeking the Common Council's confirmation that the .1 FTE Sanitarian position approved for 2017 may be hired through the Civil Service process making it a position in the "Classified Service," as was done for our current staff position when it was brought back in house. In this manner, the position is differentiated from the "Sanitarian" listed in Chapter 55, which is specifically defined as being in the "unclassified service," meaning NOT in Civil Service. The Director of Administration believes this was the intent of the job description prepared and approved in conjunction with bringing the position back in house. It is also consistent with the review and consideration that the position was given in the Classification and Compensation Plan project recently completed and approved. The applicability of the Civil Service System, however, is not specified in the job description, so in order to avoid confusion with the non-civil service language of Chapter 55, this clarification and approval is being requested.

It is worth noting that the hiring of a .1 FTE (only around 200 hours per year) is very uncommon. This is particularly the instance for an individual who must be licensed by the State and whose workload will vary considerably and involve evenings and weekends (the fair, etc.). In short, staff views this position as very difficult to fill and quite likely to not be filled through normal advertising processes. Given that expectation, it is probably not worth excessive advertising costs to attempt to fill the position.

Additionally, the licensing period is approaching, so operations will be benefited by bringing a person on board as soon as possible. For these reasons, the Director of Health and Human Services reached out to known Sanitarians in the area and has identified a trained, licensed person in the area who will apply if posted through our website. As such, please note that if approved for hiring within the Civil Service System, staff would only advertise the opening on our website for the time period established by Civil Service. The Commission could then certify the list at their meeting of April 10th, and the position could be filled promptly thereafter.

COUNCIL ACTION REQUESTED

Motion to confirm that the .1 FTE Sanitarian position approved for 2017 may be hired through the Civil Service process making it a position in the "Classified Service."

Approval <i>Slw</i>	Council Action Sheet	MEETING DATE 4/3/17
REPORTS & RECOMMENDATIONS	Financial services reimbursement agreement with Interstate Partners LLC	ITEM NUMBER <i>G. 2.</i>

Background

Interstate Partners LLC has proposed a speculative industrial development on W. Oakwood Road on a portion of the parcel with tax key: 951-9994-001. As part of the proposal Interstate Partners has requested funding from existing Tax Increment District No. 4 (TID 4). A project representative has discussed the developer's interest in assistance from the TID with Alderman Taylor.

Agreement:

The provided agreement states that the City will contract with Ehlers for Developer Pro-forma Review and Assistance with Developer Negotiations for the proposed project. Interstate Partners agrees to pay all associated costs of the City's contract with Ehlers, estimated to be between \$2,500 and \$7,500, if a development agreement is not approved between the City and Interstate Partners for development of the parcel. If a development agreement is reached the cost of the contract with Ehlers would be borne by TID 4.

The City's contract with Ehlers includes an assessment of need for TID support for the project to move forward. Ehlers will also provide insight and assistance in negotiating a potential development agreement between the City and Interstate Partners for the proposed project.

The contract is subject to review by the City Attorney. The Director of Economic Development is the primary contact for the contract.

Later on today's agenda will be a corresponding action to authorize the referenced contract with Ehlers.

COUNCIL ACTION REQUESTED

Motion to approve the financial services reimbursement agreement with Interstate Partners LLC

Economic Development: AMH

**Ehlers, Inc. Developer Pro-forma Review and Assistance with Developer Negotiations
Cost Reimbursement Agreement Between the City of Franklin and Interstate Partners,
LLC**

This Agreement, entered into this 3rd day of April, 2017, is made between the City of Franklin ("City"), 9229 West Loomis Road, Franklin, Wisconsin 53132 and Interstate Partners, LLC ("Interstate"), N16 W 23217 Stone Ridge Drive, Suite 120, Waukesha, WI 53188.

WHEREAS, the City contracts Ehlers, Inc. ("Ehlers") for municipal financial advisory services including development pro-forma review and assistance with developer negotiations.

WHEREAS, Interstate has proposed development of a speculative industrial building on W. Oakwood Road, Franklin, WI and has requested financial assistance in the form of a development incentive from existing Tax Increment District #4 ("TID 4") in the City of Franklin.

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

1. The City will contract Ehlers for the services outlined in their proposal to the Director of Economic Development on March 20, 2017 ("Contract"). See attachment A. The Contract will remain under the sole oversight of the City.
2. Interstate hereby agrees to pay all costs associated with the Contract, estimated to be between \$2,500 and \$7,500.
3. Additional work by the City not directly related to the terms outlined in the Contract shall not be covered by this agreement unless otherwise amended as outlined under the terms of this agreement.
4. The City will be responsible for making payments to Ehlers to fulfill the terms of the Contract. The City will pass all costs associated with the Contract in the form of invoices to Interstate. Interstate will be responsible for making payments to the City within 30 days of receiving invoices from the City.
5. The costs of the contract are eligible expenses of TID 4. If a development agreement is reached between the City and Interstate, or its affiliates or assigns, for development of the proposed project under review on W Oakwood Road this agreement shall be null and void, with all costs related to the contract paid for by TID 4.
6. This agreement shall become effective when signed by both parties and will terminate on the earlier of:
 - the date services and payments required by this Agreement are fulfilled, or
 - the date both parties agree to terminate the Agreement by written notice to each other.
7. This Agreement may be modified only by a writing signed by both parties.

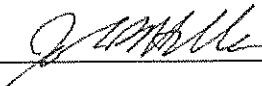
8. This Agreement shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.
9. This Agreement does not create a partnership relationship. Interstate does not have the right to amend the Contract between the City and Ehlers, nor does it have the right to otherwise represent the City.

IN WITNESS WHEREOF, the City and Interstate have caused this Agreement to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

INTERSTATE PARTNERS, LLC.

BY: _____

BY: 

PRINT NAME: Stephen R. Olson

PRINT NAME: John B. Heller

TITLE: Mayor

TITLE: President

DATE: _____

DATE: 3-29-17

BY: _____

PRINT NAME: Sandra L. Wesolowski

TITLE: City Clerk

DATE: _____

BY: _____

PRINT NAME: Paul Rotzenberg

TITLE: Director of Finance & Treasurer

DATE: _____

BY: _____

PRINT NAME: Jesse A. Wesolowski

TITLE: City Attorney

DATE: _____



EHLERS
LEADERS IN PUBLIC FINANCE

March 29, 2017

Aaron Hertzberg
Director of Economic Development
City of Franklin
9229 W. Loomis Rd
Franklin, WI 53132

Re: Written Municipal Advisor Client Disclosure with the City of Franklin ("Client") for Developer Proforma Review and Assistance with Developer Negotiations related to the Oakwood Road Development ("Project" Pursuant to MSRB Rule G-42)

Dear Aaron:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rule G-42 to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

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

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

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

We look forward to working with you on this Project.

Sincerely,

Ehlers

Dawn R. Gunderson, CPFO, CIPMA
Senior Municipal Advisor

CC: Frank Roman, Ehlers
Jon Cameron, Ehlers
Tracy Ringwell, Ehlers

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





EHLERS
LEADERS IN PUBLIC FINANCE

Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

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

Ehlers has identified the following actual or potential material conflicts of interest as part of this project:

Other Engagements or Relationships Impairing Ability to Provide Advice

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

Affiliated Entities

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

Solicitors/Payments Made to Obtain/Retain Client Business

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

Payments from Third Parties

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

Payments/Fee-splitting Arrangements

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

Material Legal or Disciplinary Events

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

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

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

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

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

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

Appendix B

Project Pro Forma Analysis and Developer Negotiations

Scope of Service

Client has requested that Ehlers to undertake a review of the project pro forma for Oakwood Road Development ("Project") and to assist in the negotiation of terms of a development agreement for the Project. Ehlers will undertake an independent review of the developer's proposed project sources, uses and cash flows to assess financial feasibility and to identify the "gap", if any, between expected performance and the performance required to achieve a reasonable rate of return. The results of this analysis will give the Client substantial information to help determine if and how to move forward with future negotiations with the developer. To accomplish this, Ehlers proposes and agrees to provide the following scope of services:

- Review the developer's submittal and financial data, including but not limited to sources and uses of funds, construction and financing costs, annual revenues and expenses, and Client revenues from the proposed project that may support financing the developer's gap, if any.
- Prepare project pro formas with and without Client financial assistance. Ehlers will review the developer's numbers and methodology as compared to Ehlers' model and assumptions utilizing industry and market standards. Ehlers will prepare other alternate scenarios to provide the Client a reasonable understanding of the developer's anticipated returns and risks to the Client.
- Estimate Client revenues (tax increment revenues or other revenues as may be specific to the project) from the proposed project that may support financing the developer's "gap," if any, and compare to the developer's numbers. Ehlers will examine whether these revenues are appropriate to fill the "gap," if any. Ehlers will review and provide feedback on whether any of the developer's project costs are eligible expenses under state statutes.
- Prepare a summary report to the Client. The report will summarize our findings and make recommendations as appropriate to the Client. Ehlers will make a presentation to the Client Board/Council as appropriate.
- Participate in Developer Negotiations, as requested by the Client. Ehlers will participate with the Client negotiating team in developer negotiations to create or review term sheets, development or redevelopment agreements, and financing options. The final agreement is subject to attorney approval. Based on the financial analyses outlined above, Ehlers will make recommendations to the Client on the amount, type, and timing of incentives or assistance to the Developers and the use of "Look Back" provisions in development agreements, so that if the project is more successful than anticipated, the developer returns funds to the municipality.
- Implementation of Look Back Provision. Should a "Look Back" provision be utilized in the development or redevelopment agreement, Ehlers will review the developer's actual numbers in accordance with the timing and terms outlined in the agreement. Ehlers will inform the Client of the results and make a summary report available for Client and developer review, as authorized by the Client.
- Identify options for financing any needed Client portion of the project, as necessary.

Compensation

For all work performed and services provided under the Scope of Service section set forth herein, Ehlers will bill Client at the following hourly rates for personnel assigned to the Project:

Senior Municipal Advisor	\$225-250/hour
Municipal Advisor	\$200-230/hour
Financial Specialist II	\$190-215/hour
Financial Specialist I	\$175-195/hour

We estimate that the total billings for the Project will be in the range of \$2,500 to \$7,500. Changes to the developer's pro forma, introduction of new information, preparation of alternative scenarios and protracted negotiations are all variables that can impact the time needed to achieve Client's desired results. If we anticipate that total billings will exceed the upper range of our initial estimate, we will provide a revised estimate and request authorization prior to continuing with the work.

Payment for Services

Ehlers will invoice Client each month for the work completed in the prior month. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

The above Proposal is hereby accepted by the City of Franklin, Wisconsin,

by its authorized officer this _____ day of _____, 2017.

Signed

Title: _____

Approval <i>Slw</i>	Council Action Sheet	MEETING DATE 4/3/17
REPORTS & RECOMMENDATIONS	Financial services proposal from Ehlers for up to \$7,500 related to Interstate Partners proposed development on W. Oakwood Road.	ITEM NUMBER <i>G.3.</i>

Background
Interstate Partners has proposed a speculative industrial development on W. Oakwood Road on a portion of the parcel with tax key: 951-9994-001. As part of the proposal Interstate Partners has requested funding from existing Tax Increment District No. 4 (TID 4). A prior item on today's Council Agenda, includes an agreement for Interstate Partners to reimburse the City for services completed by Ehlers in this agreement, if a development agreement is not reached between the City and Interstate Partners. If a development agreement is reached, the costs of the City's contract with Ehlers will be borne by TID 4.

Agreement:
The proposed contract with Ehlers is for Developer Pro-forma Review and Assistance with Developer Negotiations for the proposed Interstate Partners project. This includes an assessment of need for TID support for the project to move forward. Ehlers will also provide insight and assistance in negotiating a potential development agreement between the City and Interstate Partners. Services will be billed at an hourly rate and are expected not to exceed \$7,500.

The contract is subject to review by the City Attorney. The Director of Economic Development is the primary contact for the contract.

Budget:
Funds are available in the Economic Development budget for other professional services (01-0641-5219) for the expenditure. As noted above, upon completion, the expenditure will either be reimbursed by Interstate Partners or charged to the TID 4.

This item relates to a prior item on today's agenda, an agreement between Interstate Partners and the City regarding reimbursement of costs associated with this contract.

COUNCIL ACTION REQUESTED

Financial services proposal from Ehlers for up to \$7,500 related to Interstate Partners proposed development on W. Oakwood Road.

Economic Development: AMH

A G R E E M E N T

This AGREEMENT, made and entered into this 3rd day of April, 2017, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ehlers, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is N16 W23350 Ridgeview Parkway West, Suite 100, Waukesha, WI 53188.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide payment for financial services work contracted by the Client as outlined in the attached contract.

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for consultation with respect to providing non-exclusive financial advisory services, as described in CONTRACTOR's proposal to CLIENT dated March 29, 2017, annexed hereto and incorporated herein as Attachment B.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates with a not-to-exceed budget of \$7,500, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$7,500. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

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

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

V. TERMINATION

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

VI. INSURANCE

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

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

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

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

- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of financial advisors, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of financial advisors, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

VIII. TIME FOR COMPLETION

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

IX. DISPUTES

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

X. RECORDS RETENTION

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

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

CITY OF FRANKLIN, WISCONSIN

EHLERS & ASSOCIATES, INC.

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____



EHLERS
LEADERS IN PUBLIC FINANCE

March 29, 2017

Aaron Hertzberg
Director of Economic Development
City of Franklin
9229 W. Loomis Rd
Franklin, WI 53132

Re: Written Municipal Advisor Client Disclosure with the City of Franklin ("Client") for Developer Proforma Review and Assistance with Developer Negotiations related to the Oakwood Road Development ("Project" Pursuant to MSRB Rule G-42)

Dear Aaron:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rule G-42 to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

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

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

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

We look forward to working with you on this Project.

Sincerely,

Ehlers

Dawn R. Gunderson, CPFO, CIPMA
Senior Municipal Advisor

CC: Frank Roman, Ehlers
Jon Cameron, Ehlers
Tracy Ringwell, Ehlers

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





EHLERS
LEADERS IN PUBLIC FINANCE

Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

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

Ehlers has identified the following actual or potential material conflicts of interest as part of this project:

Other Engagements or Relationships Impairing Ability to Provide Advice

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

Affiliated Entities

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

Solicitors/Payments Made to Obtain/Retain Client Business

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

Payments from Third Parties

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

Payments/Fee-splitting Arrangements

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

Material Legal or Disciplinary Events

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

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

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

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

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

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

Appendix B

Project Pro Forma Analysis and Developer Negotiations

Scope of Service

Client has requested that Ehlers to undertake a review of the project pro forma for Oakwood Road Development ("Project") and to assist in the negotiation of terms of a development agreement for the Project. Ehlers will undertake an independent review of the developer's proposed project sources, uses and cash flows to assess financial feasibility and to identify the "gap", if any, between expected performance and the performance required to achieve a reasonable rate of return. The results of this analysis will give the Client substantial information to help determine if and how to move forward with future negotiations with the developer. To accomplish this, Ehlers proposes and agrees to provide the following scope of services:

- Review the developer's submittal and financial data, including but not limited to sources and uses of funds, construction and financing costs, annual revenues and expenses, and Client revenues from the proposed project that may support financing the developer's gap, if any.
- Prepare project pro formas with and without Client financial assistance. Ehlers will review the developer's numbers and methodology as compared to Ehlers' model and assumptions utilizing industry and market standards. Ehlers will prepare other alternate scenarios to provide the Client a reasonable understanding of the developer's anticipated returns and risks to the Client.
- Estimate Client revenues (tax increment revenues or other revenues as may be specific to the project) from the proposed project that may support financing the developer's "gap," if any, and compare to the developer's numbers. Ehlers will examine whether these revenues are appropriate to fill the "gap," if any. Ehlers will review and provide feedback on whether any of the developer's project costs are eligible expenses under state statutes.
- Prepare a summary report to the Client. The report will summarize our findings and make recommendations as appropriate to the Client. Ehlers will make a presentation to the Client Board/Council as appropriate.
- Participate in Developer Negotiations, as requested by the Client. Ehlers will participate with the Client negotiating team in developer negotiations to create or review term sheets, development or redevelopment agreements, and financing options. The final agreement is subject to attorney approval. Based on the financial analyses outlined above, Ehlers will make recommendations to the Client on the amount, type, and timing of incentives or assistance to the Developers and the use of "Look Back" provisions in development agreements, so that if the project is more successful than anticipated, the developer returns funds to the municipality.
- Implementation of Look Back Provision. Should a "Look Back" provision be utilized in the development or redevelopment agreement, Ehlers will review the developer's actual numbers in accordance with the timing and terms outlined in the agreement. Ehlers will inform the Client of the results and make a summary report available for Client and developer review, as authorized by the Client.
- Identify options for financing any needed Client portion of the project, as necessary.

Compensation

For all work performed and services provided under the Scope of Service section set forth herein, Ehlers will bill Client at the following hourly rates for personnel assigned to the Project:

Senior Municipal Advisor	\$225-250/hour
Municipal Advisor	\$200-230/hour
Financial Specialist II	\$190-215/hour
Financial Specialist I	\$175-195/hour

We estimate that the total billings for the Project will be in the range of \$2,500 to \$7,500. Changes to the developer's pro forma, introduction of new information, preparation of alternative scenarios and protracted negotiations are all variables that can impact the time needed to achieve Client's desired results. If we anticipate that total billings will exceed the upper range of our initial estimate, we will provide a revised estimate and request authorization prior to continuing with the work.

Payment for Services

Ehlers will invoice Client each month for the work completed in the prior month. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

The above Proposal is hereby accepted by the City of Franklin, Wisconsin,

by its authorized officer this _____ day of _____, 2017.

Signed

Title: _____

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APPROVAL <i>Slw</i>	REQUEST FOR Council ACTION	MEETING DATE 4/03/17
REPORTS AND RECOMMENDATIONS	Contract Ruekert & Mielke, Inc. for professional services task orders related to engineering in Area D, roughly between W. Oakwood and W. South County Line Roads and S. 27 th and S. 42 nd Streets.	ITEM NUMBER <i>G.4.</i>
<p>Request Staff is requesting approval of a contract with Ruekert & Mielke, Inc. for professional engineering services outlined in the attached March 16, 2017 letter to the Economic Development Director. Activities outlined in referenced Task Orders #3 and #4, include: floodplain analysis and storm water permitting analysis, and continued meetings with the City of Franklin staff, and the Common Council as necessary regarding phasing of development and estimating project costs thereof, including providing cost estimates for project in Area D, roughly between W. Oakwood and W. South County Line Roads and S. 27th and S. 42nd Streets. Task Orders #3 and #4, will help the City further understand the development potential of land in Area D, an important consideration in maximizing developable land and assessing potential increment that could be utilized to pay costs in tax increment financing district (TID) #4. It should be noted that while these items relate to planned but not yet scheduled work by the Wisconsin Department of Transportation (DOT) in the area near S. 27th Street and Interstate 94, it is necessary to understand engineering considerations regardless of the DOT's timeline.</p> <p>A related agenda item requests approval of a contract with Ehlers, Inc. to revise financial analysis based on new estimated project costs and related development expectations within TID #4, which includes the entirety of Area D.</p> <p>Approval of this contract is subject to review by the City Attorney. The Economic Development Director will serve as the primary contact.</p> <p>Funding The scope of services for this limited task order is capped at \$21,500 and \$27,000 for Task Orders #3 and #4, respectively. These services are eligible for funding from TID #4. A budget amendment was approved by the Common Council on February 21, 2017 to make appropriate changes to the budget for TID #4 to accommodate approval if this item.</p> <p>Background The request follows a presentation by Ruekert & Mielke at a Committee of the Whole meeting on March 6, 2017 regarding progress towards completion of Task Order #2. Task Order #2 included engineering and cost projections for potential sewer and water connections in Area D and meeting with MMSD, surrounding communities, staff and the Common Council regarding the project. The work outlined in Task Order #3 and #4 provides additional information to activate development and maximize the value of properties in Area D.</p> <p>Ruekert & Mielke, Inc. has extensive prior experience in Area D and is therefore uniquely qualified to build on their prior experience in Franklin. Like Task Order #2, Task Order #3 and #4 builds on an existing professional services agreement between the City of Franklin and Ruekert & Mielke, Inc. dated November 4, 2014 and previously included in your February 21, 2017 packet.</p> <p>Consideration of this item was postponed from the March 21, 2017 Common Council meeting.</p> <p>The Common Council approved rezoning this land for Mixed-Use Business Park at the November 1, 2016 Council Meeting.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to contract Ruekert & Mielke, Inc. for professional services task orders related to engineering in Area D, roughly between W. Oakwood and W. South County Line Roads and S. 27th and S. 42nd Streets.</p>		

Economic Development: AMH



Your Infrastructure Ally

W233 N2080 Ridgeview Parkway • Waukesha, WI 53188-1020 • Tel. (262) 542-5733

March 16, 2017

Mr. Aaron Hertzberg
Economic Development Director
Department of City Development
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Re: City of Franklin
Area D Development
Task Order Nos. 3 & 4

Dear Mr. Hertzberg:

Enclosed are Task Order No. 3 (Floodplain Analysis) and Task Order No. 4 (Storm Water Permitting Analysis).

Task Order No. 3 is for services for meeting with DNR representatives and an analysis of the currently mapped floodplain and floodway in the southeastern portion of Area D. Currently, a significant portion of this area in the vicinity of East South County Line Road is mapped by the Federal Emergency Management Agency (FEMA) as either floodplain or floodway. These designations severely limit (in the case of floodplain) or prevent (in the case of the floodway) development in that area.

We believe that with the current mapping of the area (completed in 2015) along with the plans of WDOT to raise the 27th Street bridge over the Root River 7 to 10 feet, that the extent of the floodplain and floodway can be significantly decreased thereby increasing the amount of developable land in Area D. Since each acre of developable land is worth \$500,000.00 to \$750,000.00 when fully developed, this increase would increase the value of the land within the existing (or future) tax incremental district.

Task Order No. 4 is for services to meet with representatives of both DNR and the U.S. Army Corps of Engineers and an analysis of the currently mapped wetlands within Area D, specifically those in the southern portion of Area D. Currently, an existing storm water pond, which was formerly permitted by DNR and the City of Franklin, is now classified as a wetland. Based upon information on its design and construction, we believe we can make the case that it is not a wetland and that it, and an area to the west of it, can continue to serve as a storm water pond for the development of Area D. By doing this, the City would not have to set aside additional lands for storm water thereby increasing the amount of developable acres in Area D. As stated above, the value of each acre of developed in Area D is worth between \$500,000.00 and \$750,000.00.

~58-10013 Franklin Corporate Park > 103- Preliminary Planning - Task Order #2 > Proposal > Hertzberg-20170315-City of Franklin Area D Development Task Order Nos 3 & 4.docx~



Your Infrastructure Ally

Letter to Aaron Hertzberg, City of Franklin
Proposal for Area D Development
March 16, 2017
Page 2

An additional benefit or reason to perform each of the above tasks at this time is that the City's financial consultant needs to know the amount (extent) of developable acres in order to perform their analysis. These task orders will help to determine those numbers.

Based upon my previous experience, the cost of our services for this work is TID eligible.

We propose to provide these services on an hourly basis at a cost of \$21,500.00 for Task Order No. 3 and \$27,000.00 for Task Order No. 4. Our efforts will be directed by you.

If this arrangement meets with the City's approval, please have the appropriate officials sign where indicated and return one fully executed copy to me.

Please contact me with any questions.

Very truly yours,

RUEKERT & MIELKE, INC.

Joseph W. Eberle, P.E. (WI, IL, MN)
Senior Project Manager
jeberle@ruekert-mielke.com

JWE:tmg

Enclosures: 2 copies of Task Order No. 3
2 copies of Task Order No. 4

cc: Glen E. Morrow, P.E., City of Franklin
File

TASK ORDER

This is Task Order No. 3,
consisting of 3 pages

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated November 4, 2014 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Effective Date of Task Order: March 21, 2017
- B. Owner: City of Franklin
- C. Engineer: Ruekert & Mielke, Inc.
- D. Specific Project (title): Franklin Corporate Park
- E. Specific Project (description): Floodplain Analysis

2. Services of Engineer

- A. the specific services to be provided or furnished by Engineer under this Task Order are as follows:
 - 1. Coordination and meetings with City staff and DNR.
 - 2. Review site information and studies, future bridge plans, road realignment alternatives.
 - 3. Preliminary floodplain boundary revisions based on existing topographic data.
 - 4. Prepare a Letter of Map Amendment (LOMA) if allowed by DNR to have floodplain and floodway boundaries reflect existing conditions.
 - 5. Prepare a Letter of Map Revision (LOMR) if LOMA not allowed to have floodplain and floodway boundaries reflect existing conditions.
 - 6. Review WisDOT preliminary bridge plans for proposed reconstruction of 27th Street and update FEMA hydraulic model to reflect changes.
 - 7. Prepare exhibit showing potential developable land gained/lost as a result of floodplain changes.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

- A. Provide services as requested within timelines requested.

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

<u>Description of Service</u>	<u>Amount</u>	<u>Basis of Compensation</u>
Floodplain Analysis	\$21,500	Hourly

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses, if any, and Consultants' charges, if any. Total compensation shall not exceed amount stated unless previously approved in writing by Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

6. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is March 21, 2017.

OWNER:

ENGINEER:

City of Franklin

Ruekert & Mielke, Inc.

By: _____

By: Steven C. Wurster

Name: Steve Olson

Name: Steven C. Wurster, P.E.

Title: Mayor

Title: Senior Vice President/COO

Date: _____

Date: March 21, 2017

DESIGNATED REPRESENTATIVE FOR TASK ORDER

Name: Aaron Hertzberg

Name: Joseph W. Eberle, P.E.

Title: Director of Economic Development

Title: Senior Project Manager

Address: 9229 W. Loomis Road
Franklin, WI 53132

Address: W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

Email: ahertzberg@franklinwi.gov

Email: jeberle@ruekert-mielke.com

Phone: 414-427-7566

Phone: 262-953-3030

CITY OF FRANKLIN

ATTEST:

BY _____
Sandra L. Wesolowski, City Clerk

Dated: _____

BY _____
Paul Rotzenberg, Director of Finance and Treasurer

Dated: _____

APPROVED AS TO FORM:

BY _____
Jesse A. Wesolowski, City Attorney

Dated: _____

TASK ORDER

This is Task Order No. 4,
consisting of 3 pages

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated November 4, 2014 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Effective Date of Task Order: March 21, 2017
- B. Owner: City of Franklin
- C. Engineer: Ruekert & Mielke, Inc.
- D. Specific Project (title): Franklin Corporate Park
- E. Specific Project (description): Storm water and Wetland Permitting Analysis

2. Services of Engineer

- A. the specific services to be provided or furnished by Engineer under this Task Order are as follows:
 - 1. Prepare for and attend meetings with DNR re: overall site and regulatory concerns.
 - 2. Prepare artificial wetland exemption request.
 - 3. Prepare navigability and OHWM request.
 - 4. Ch. 30 streambank stabilization or channel relocation permitting (assuming 3 separate waterways).
 - 5. Wetland IP permit development (over 10,000 SF of temporary and permanent fill).
 - o Pre-application meeting and exhibits (6 wetland complexes).
 - o Alternatives Analysis (6 wetland complexes, 3 waterways).
 - o Pre-application meeting with DNR, ACOE.
 - o Determine mitigation activities.
 - 6. Prepare storm water NOI e-submittal.
 - 7. Internal meetings re: design / meetings with City re: permitting (6).
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

- A. Provide services as requested within timelines requested.

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

<u>Description of Service</u>	<u>Amount</u>	<u>Basis of Compensation</u>
Storm water and wetland Permitting Analysis	\$27,000	Hourly

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses, if any, and Consultants' charges, if any. Total compensation shall not exceed amount stated unless previously approved in writing by Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

6. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is March 21, 2017.

OWNER:

ENGINEER:

City of Franklin

Ruekert & Mielke, Inc.

By: _____

By: Stan C. Wurster

Name: Steve Olson

Name: Steven C. Wurster, P.E.

Title: Mayor

Title: Senior Vice President/COO

Date: _____

Date: March 21, 2017

DESIGNATED REPRESENTATIVE FOR TASK ORDER

Name: Aaron Hertzberg

Name: Joseph W. Eberle, P.E.

Title: Director of Economic Development

Title: Senior Project Manager

Address: 9229 W. Loomis Road
Franklin, WI 53132

Address: W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

Email: ahertzberg@franklinwi.gov

Email: jeberle@ruekert-mielke.com

Phone: 414-427-7566

Phone: 262-953-3030

CITY OF FRANKLIN

ATTEST:

BY _____
Sandra L. Wesolowski, City Clerk

Dated: _____

BY _____
Paul Rotzenberg, Director of Finance and Treasurer

Dated: _____

APPROVED AS TO FORM:

BY _____
Jesse A. Wesolowski, City Attorney

Dated: _____

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APPROVAL <i>Slw</i>	REQUEST FOR Council ACTION	MEETING DATE 4/3/17
REPORTS AND RECOMMENDATIONS	Contract Ehlers, Inc. for financial services related to the use of tax increment financing in Area D, roughly between W. Oakwood and W. South County Line Roads and S. 27 th and S. 42 nd Streets.	ITEM NUMBER G.5.

Request

Staff is requesting approval of a contract with Ehlers, Inc. for financial services outlined in the attached March 15, 2017 letter to the Economic Development Director. Activities requested include analysis of tax increment finance (TIF) potential and impacts in Area D, roughly between W. Oakwood and W. South County Line Roads and S. 27th and S. 42nd Streets, and meetings with the City of Franklin staff and the Common Council as necessary. The entirety of Area D is within current TIF district #4.

Work by Ehlers is related to previously contracted work and a prior item on today's agenda for professional engineering services with Ruekert & Mielke, Inc. Project costs calculated by Ruekert & Mielke will be the subject of Ehlers' financial analysis. Ehlers will evaluate the impact of potential project costs and development on TID 4 and consider alternative scenarios based on results. Alternative scenarios could include a recommendation to consider the creation of a new TID to undertake project costs with sufficient time to gain increment through the attraction of new development.

Approval of the contract with Ehlers is subject to review by the City Attorney. The Director of Economic Development will serve as the primary contact.

Funding

Staff requests authorization for spending up to \$15,000 for said services. These services are eligible for funding from TID #4. A budget amendment was approved by the Common Council on February 21, 2017 to make appropriate changes to the budget for TID #4 to accommodate approval if this item.

Background

The request follows a presentation by Ruekert & Mielke at a Committee of the Whole meeting on March 6, 2017 regarding progress towards completion of Task Order #2. Task Order #2 included engineering and cost projections for potential sewer and water connections in Area D and meeting with MMSD, surrounding communities, staff and the Common Council regarding the project. Task Orders #3 and #4 are on the agenda for consider at tonight's meeting and include additional information to activate development and maximize the value of properties in Area D. At the time of the March 6, 2017 meeting, staff suggested it would bring forth additional task orders from Ruekert & Mielke and a contract with Ehlers for consideration by the Council. Ehlers previously provided analysis for Area D in 2015. Those reports will be revisited and revised based on new information collected and a new potential timeline for work.

Consideration of this item was postponed from the March 21, 2017 Common Council meeting.

The Common Council approved rezoning of land in Area D for Mixed-Use Business Park at the November 1, 2016 Council Meeting.

COUNCIL ACTION REQUESTED

A motion to contract Ehlers, Inc. for financial services related to the use of tax increment financing in Area D, roughly between W. Oakwood and W. South County Line Roads and S. 27th and S. 42nd Streets.

Economic Development: AMH

A G R E E M E N T

This AGREEMENT, made and entered into this 3rd day of April 2017, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ehlers & Associates, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is N21 W23350 Ridgeview Parkway West, Suite 100, Waukesha, WI 53188.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Tax Incremental District services.

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for consultation with respect to providing non-exclusive financial advisory services, as described in CONTRACTOR's proposal to CLIENT dated March 15, 2017, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

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

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

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Economic Development Director, Aaron Hertzberg, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Aaron Hertzberg, CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

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

VI. INSURANCE

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

- | | |
|--|-------------|
| A. Limit of General/Commercial Liability | \$1,000,000 |
| B. Automobile Liability: Bodily Injury/Property Damage | \$1,000,000 |
| C. Excess Liability for General Commercial or Automobile Liability | \$1,000,000 |

D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of financial advisors, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of financial advisors, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of financial advisors, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

VIII. TIME FOR COMPLETION

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

IX. DISPUTES

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

X. RECORDS RETENTION

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

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

CITY OF FRANKLIN, WISCONSIN

EHLERS & ASSOCIATES, INC.

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____



EHLERS
LEADERS IN PUBLIC FINANCE

March 15, 2017

Aaron Hertzberg
Director of Economic Development
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

Re: Written Municipal Advisor Client Disclosure with the City of Franklin ("Client") for Updating
Financial Feasibility Analysis TID #4 ("Project" Pursuant to MSRB Rule G-42)

Dear Aaron:

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

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

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

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

We look forward to working with you on this Project.

Sincerely,

Ehlers

Dawn R. Gunderson, CPFO, CIPMA
Senior Municipal Advisor

cc: Jon Cameron, Ehlers

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





Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

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

Other Engagements or Relationships Impairing Ability to Provide Advice

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

Affiliated Entities

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

Solicitors/Payments Made to Obtain/Retain Client Business

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

Payments from Third Parties

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

Payments/Fee-splitting Arrangements

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

Municipal Advisor Registration

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

Material Legal or Disciplinary Events

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

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

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

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

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

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

MSRB Contact Information

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

Appendix B

Tax Incremental Financing Services

Scope of Service

Client has requested that Ehlers assist Client with updating the Financial Feasibility Analysis for TID #4 ("Project"). Ehlers proposes and agrees to provide the following scope of services:

Feasibility Analysis

The purpose of Feasibility Analysis is to determine whether or not the Project is a statutorily and economically feasible option to achieve the Client's objectives. This phase begins upon your authorization of this engagement, and ends on completion and delivery of a feasibility analysis report. As part of Feasibility Analysis services, Ehlers will:

- Consult with appropriate Client officials to identify the Client's objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the "but for" test.
- If the Project includes addition of territory to the district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
 - Equalized Value test.
 - Purpose test (industrial, mixed use, blighted area, or in need of rehabilitation or conservation).
 - Newly platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
 - A description of the district type, maximum life, expenditure period and other features corresponding to the type of district.
 - A summary of the development assumptions used with respect to timing of construction and projected values. Development assumptions to be provided by City.
 - Preparation of a development sensitivity analysis at defined % levels.
 - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
 - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues.
 - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
 - When warranted, evaluate and compare options with respect to boundaries, type of district, project costs and development levels.
 - Ehlers will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible, and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.

- Present the results of the feasibility analysis to the Client's staff, Plan Commission or governing body.

Compensation

In return for the services set forth in the "Scope of Service," Client agrees to compensate Ehlers for its actual hours worked on the Project at the following rates:

Senior Municipal Advisor	\$250/hour
Municipal Advisor	\$225/hour
Financial Specialist II	\$190/hour

Payment for Services

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

Client Responsibility

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

- Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Report.
- Development assumptions values and timing to be used in feasibility analysis.

APPROVAL <i>Slu</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 04/03/17
REPORTS & RECOMMENDATIONS	ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF LAND FROM C-1 CONSERVANCY DISTRICT TO R-6 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT (8647 SOUTH 35TH STREET) (APPROXIMATELY 8.987 ACRES) (RYAN S. KONICEK, OPERATOR OF BRIDGESTONE CAPITAL LLC, APPLICANT)	ITEM NUMBER <i>G.6.</i>

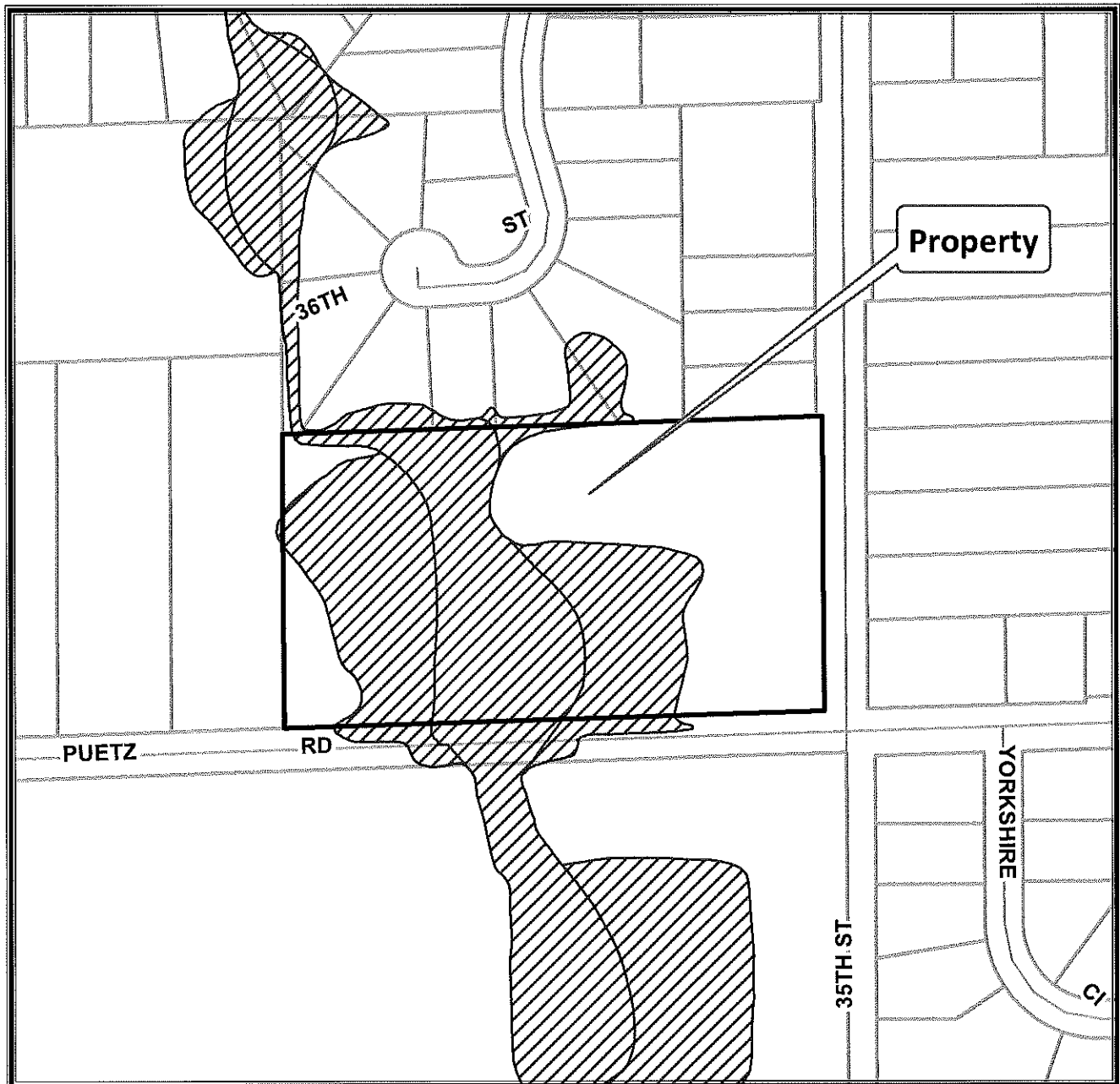
At its March 23, 2017, meeting the Plan Commission recommended approval of an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from C-1 Conservancy District to R-6 Suburban Single-Family Residence District (8647 South 35th Street) (approximately 8.987 acres) (Ryan S. Konicek, Operator of Bridgestone Capital LLC, Applicant).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2017-_____, an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from C-1 Conservancy District to R-6 Suburban Single-Family Residence District (8647 South 35th Street) (approximately 8.987 acres) (Ryan S. Konicek, Operator of Bridgestone Capital LLC, Applicant).



8647 S. 35th Street
TKN 833 9999 000



Planning Department
(414) 425-4024

0 150 300 600 Feet

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



2017 Aerial Photo

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of March 23, 2017****Rezoning**

RECOMMENDATION: City Development Staff recommends approval of the proposed Rezoning, subject to the conditions in the draft ordinance.

Project Name:	Bridgestone Capital LLC Rezoning
Project Address:	8647 South 35 th Street
Applicant:	Ryan S. Konicek, Bridgestone Capital LLC
Owners (property):	Bridgestone Capital LLC
Current Zoning:	R-6 Suburban Single-Family Residence District and C-1 Conservancy District
Proposed Zoning:	R-6 Suburban Single-Family Residence District
2025 Future Land Use:	Residential
Use of Surrounding Properties:	Single-family residential to the north, east and west and Franklin Woods Nature Center to the south
Applicant Action Requested:	Recommendation of approval of the Rezoning request

Project Description and Analysis:

On February 13, 2017, the applicant filed an application requesting to rezone the C-1 Conservancy District portion of land upon property located at 8647 S. 35th Street to R-6 Suburban Single-Family Residence District.

The Plan Commission and Common Council recently approved a 3 Lot Certified Survey Map for the subject property with a condition stating, "The applicant shall apply for a Rezoning Application to remove the existing C-1 Conservancy District zoning, prior to recording the Certified Survey Map. If rezoned, the zoning information on the CSM shall be revised accordingly."

Staff recommended removal of the C-1 Conservancy District as it is no longer utilized by the City (see Section 15-1.0111 below).

SECTION 15-1.0111 REPEAL

A. Repeal of Zoning Ordinance. The City of Franklin Ordinance No. 221 adopted on February 6, 1968 and subsequent amendments thereto, relating to the zoning of land is hereby repealed and all other Ordinances or parts of Ordinances of the City of Franklin inconsistent or conflicting with this Ordinance, to the extent of the inconsistency or conflict only, are hereby repealed, excepting Section 8.5 of Ordinance No. 221 (B-4 Regional Shopping District) and Section 12.1 of Ordinance No. 221 (C-1 Conservancy District), which shall remain in effect until such time, after duly held public hearing, as the Common Council rezones the lands in a B-4 or C-1 zoning pursuant to Ordinance No. 221 to a zoning district

provided for within this Ordinance. Immediately upon approval of said rezonings, the aforementioned Sections 8.5 and 12.1 shall be repealed without further public hearing.

Note that protected natural resources onsite will be placed within a conservation easement. The conservation easement has not yet been submitted, but is required as part of the Certified Survey Map approval and must be reviewed and approved by the Common Council prior to recording with the Milwaukee County Register of Deeds.

Staff Recommendation:

City Development Staff recommends approval of the proposed Rezoning, subject to the conditions in the draft ordinance.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2017-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL
OF LAND FROM C-1 CONSERVANCY DISTRICT TO R-6 SUBURBAN
SINGLE-FAMILY RESIDENCE DISTRICT
(8647 SOUTH 35TH STREET)
(APPROXIMATELY 8.987 ACRES)
(RYAN S. KONICEK, OPERATOR OF
BRIDGESTONE CAPITAL LLC, APPLICANT)

WHEREAS, Ryan S. Konicek, Operator of Bridgestone Capital LLC having petitioned for the rezoning of a certain parcel of land from C-1 Conservancy District to R-6 Suburban Single-Family Residence District, such land being located at 8647 South 35th Street; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 23rd day of March, 2017, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

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

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

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

That part of the Southeast 1/4 of the Southwest 1/4 of Section 13, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said Southwest 1/4; thence South 88°07'53" West, on and along the south line of said Southwest 1/4, 33.01 feet;

thence North 00°13'26" West and parallel to the east line of said Southwest 1/4, 33.01 feet to the north right of way line of West Puetz Road and the point of beginning; thence South 88°07'54" West, on and along said north right of way line, 847.35 feet; thence North 00°13' 26" West, 462.19 feet; thence North 88°07'54" East, 847.35 feet to the west right of way line of South 35" Street; thence South 00°13'26" East, on and along said west right of way line, 462.19 feet to the point of beginning. Containing 391,475 square feet (8.987 acres), more or less. Tax Key No. 833-9999-000.

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2017, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2017.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Rezoning Application: Project Summary

The subject property consists of 9 acres to be divided into three roughly equal parcels (Parcel #1 - #3) of approximately 3 acres each. The owner is seeking to build two houses on the property, one on proposed Parcel #2 and one on proposed Parcel #3 (See Site Plan).

The intent of the proposed rezoning action would change the C-1 Conservancy District transecting the property to R-6 Single Family Residential. Franklin's "Future Land Use Map 2025" has the entire subject property zoned as residential making the proposed rezoning consistent with the comprehensive master plan. Additionally, rezoning of the C-1 to R-6 has been required by the City of Franklin. This action will have no impact as the area to be rezoned will be located entirely within a conservation easement and is not to be impacted or physically altered (see NRPP Figure).

LIST OF PROPERTY OWNERS WITHIN 200' OF PROPERTY TO BE RE-ZONED

<u>Name</u>	<u>Address</u>	<u>tax Key Number</u>
City of Franklin	3723 West Puetz Road	8549936000
Donald & Jadwiga Bricco	3828 West Puetz Road	8339994000
Frank D. Ornelas	3820 West Puetz Road	8339995000
Muhammad Asif Iqbal	4034 West Puetz Road	8339988001
Terry L. & Cheryl F. Revocable Trust	8588 S. 36 th Street	8330105000
Kenneth A. & Linda Buchmann	8582 S. 36 th Street	8330104000
Robert Kowalski Living Trust	8576 S. 36 th Street	8330103000
Gerald & Lucille Wachowaik	8570 S. 36 th Street	8330102000
Norman & Gladys Hintz	8566 S. 36 th Street	8330101000
Derk & Karen Vander Molen	8558 S. 36 th Street	8330100000
Duane Laumann	8575 S. 35 th Street	8330095000
Michael & Keesha Geason	8603 S. 35 th Street	8330096000
Daniel & Ellen Crass	8619 S. 35 th Street	8330097000
James Remm	8564 S. 35 th Street	8329978002
William & Julie Kutchin	8600 S. 35 th Street	8329979000
Donald & Cherie Blank	8616 S. 35 th Street	8329980000
Mijodrag & Jelka Simic	8630 S. 35 th Street	8329981000
Mijodrag & Jelka Simic	8646 S. 35 th Street	8329982000
Clemens Knoll Jr.	8656 S. 35 th Street	8329983001
Scott & Debra Matysik	3460 West Puetz Road	8329984000
Bruce Fox	3495 W. Yorkshire Circle	8550087000
William & Mary Civiletta-Kalich	3467 W. Yorkshire Circle	8550086000

LEGAL DESCRIPTION

That part of the Southeast 1/4 of the Southwest 1/4 of Section 13, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

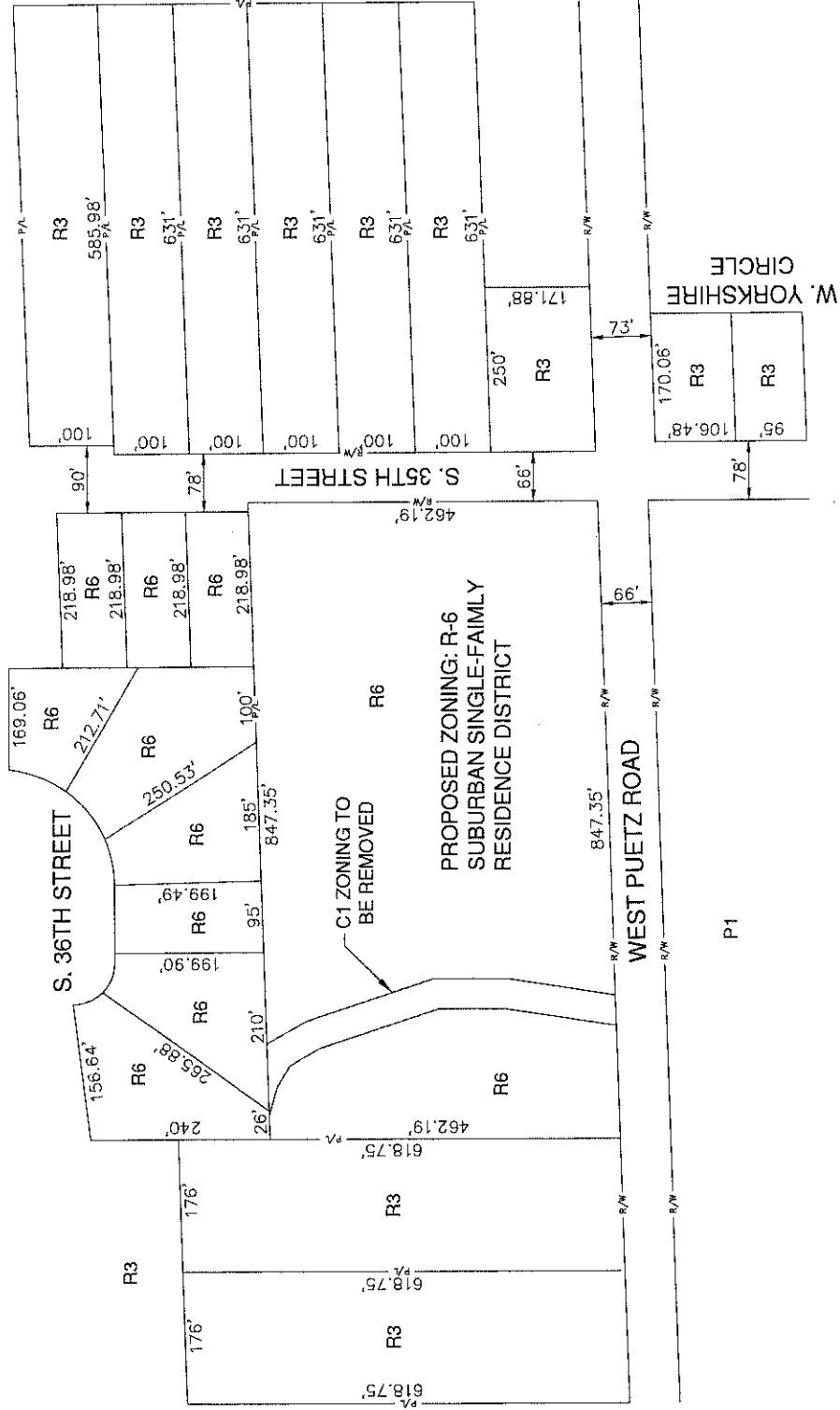
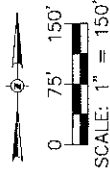
Commencing at the Southeast corner of said Southwest 1/4; thence South 88°07'53" West, on and along the south line of said Southwest 1/4, 33.01 feet; thence North 00°13'26" West and parallel to the east line of said Southwest 1/4, 33.01 feet to the north right of way line of West Puetz Road and the point of beginning; thence South 88°07'54" West, on and along said north right of way line, 847.35 feet; thence North 00°13' 26" West, 462.19 feet; thence North 88°07'54" East, 847.35 feet to the west right of way line of South 35th Street; thence South 00°13'26" East, on and along said west right of way line, 462.19 feet to the point of beginning.

Containing 391,475 square feet (8.987 acres), more or less.

REZONING EXHIBIT

8647 S. 35TH STREET

Tax Key No: 833-9999-000



Franklin

FEB 28 2017

City Development

PROJECT TITLE: BRIDGESTONE CAPITAL, LLC.

SHEET TITLE: EXISTING ZONING MAP

PROJECT NUMBER: 20140187.00

DATE: 1/30/17

SCALE: AS SHOWN

REFERENCE SHEET:

GRAEF