

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, APRIL 18, 2017 AT 6:30 P.M.

Oath of Office - Mayor Steve Olson
Oath of Office - Alderwoman Kristen Wilhelm
Oath of Office - Alderman Steve Taylor
Oath of Office - Alderman John R. Nelson

- A.
 - 1. Call to Order and Roll Call.
 - 2. Mayoral Announcements:
 - (a) A Proclamation In Gratitude to Alderwoman Susanne M. Mayer for Her Dedicated Service to the Community and People of the City of Franklin.
 - (b) A Proclamation In Gratitude to Alderwoman Janet Evans for Her Dedicated Service to the Community and People of the City of Franklin.
 - (c) A Proclamation In Gratitude to Alderman Doug Schmidt for His Dedicated Service to the Community and People of the City of Franklin.
 - (d) A Proclamation Honoring National Public Safety Telecommunication's Week, April 9-15, 2017.
- B. Citizen Comment Period.
- C. Approval of Minutes:
 - 1. Regular Common Council Meeting of March 21, 2017.
 - 2. Regular Common Council Meeting of April 3, 2017.
- D. Hearings.
- E. Organizational Business.
 - 1. Boards and Commission Appointments:
 - (a) Vance E. Werner, 7535 S. Kensington Way, Ald. Dist. 2 – Architectural Board (3 year term expiring 4/30/20).
 - (b) David Cieszynski, 11411 W. Woods Rd., Ald. Dist. 6 – Architectural Board (3 year term expiring 4/30/20).
 - (c) Wesley Cannon, 8112 S. Lakeview Dr., Ald. Dist. 5 – Environmental Commission (3 year term expiring 4/30/20).
 - (d) Arthur Skowron, 9046 S. Cordgrass Circle East, Ald. Dist. 6 – Environmental Commission (3 year term expiring 4/30/20).
 - (e) Aimee Schlueter, 9303 W. Briarwood Dr., Ald. Dist. 6 – Fair Commission (3 year term expiring 4/30/20).
 - (f) Rosemarie Bosch, 11625 W. St. Martins Rd., Ald. Dist. 6 – Fair Commission (3 year term expiring 4/30/20).
 - (g) John Trudeau, 11410 W. Mayers Dr., Ald. Dist. 6 – Fair Commission (3 year term expiring 4/30/20).
 - (h) Dennis Ciche, 8128 S. 43rd St., Ald. Dist. 5 – Finance Committee (1 year term expiring 4/30/18).

- (i) Linda Witkowski, 7935 S. 67th St., Ald. Dist. 45 – Finance Committee (1 year term expiring 4/30/18).
- (j) Robert Campbell, Jr., 5416 W. Behrendt St., Ald. Dist. 5 – Finance Committee (1 year term expiring 4/30/18).
- (k) John Howard, 6658 W. Robinwood Ln., Ald. Dist. 5 – Finance Committee (1 year term expiring 4/30/18).
- (l) Robert D. Donohoo, 8836 W. Whispering Oaks Ct., Ald. Dist. 2 – Fire and Police Commission (5 year term expiring 4/30/22).
- (m) Dr. Henry Wengelewski, 3643 W. Sharon Ln., Ald. Dist. 5 – Board of Health (2 year term expiring 4/30/19).
- (n) Robert Fedran, 9163 S. 42nd St., Ald. Dist. 4 – Board of Health (2 year term expiring 4/30/19).
- (o) Patricia Nissen, 8010 W. Coventry Dr., Ald. Dist. 2 – Board of Health (2 year term expiring 4/30/19).
- (p) Anthony M. Megna, 10321 W. Church St., Ald. Dist. 2 – Parks Commission (3 year term expiring 4/30/20).
- (q) Dave Pautz, 3700 W. Maplecrest Dr., Ald. Dist. 4 – Parks Commission (3 year term expiring 4/30/20).
- (r) Dale Wikel, 3755 W. Sharon Ln., Ald. Dist. 5 – Personnel Committee (3 year term expiring 4/30/20).
- (s) Tom Traynor, 7951 S. 43rd St., Ald. Dist. 5 – Personnel Committee (3 year term expiring 4/30/20).
- (t) Kevin Haley, 8945 S. 116th St., Ald. Dist. 6 – Plan Commission (3 year term expiring 4/30/20).
- (u) Patrick Leon, 7836 W. Winston Way, Ald. Dist. 2 – Plan Commission (1 year term expiring 4/30/18).
- (v) Andrew Ruffing, 4728 W. Sharon Ln., Ald. Dist. 5 – Quarry Monitoring Committee (3 year unexpired term expiring 5/31/19).
- (w) Jim Bartnicki, 7718 W. Terrace Dr., Ald. Dist. 2 – Board of Public Works (3 year term expiring 4/30/20).
- (x) Jonathan L. Webster, 4039 W. Cypress Ln., Ald. Dist. 3 – Board of Public Works (3 year term expiring 4/30/20).
- (y) Juan Rodriguez, 9314 S. 33rd St., Ald. Dist. 4 – Board of Zoning and Building Appeals (3 year term expiring 4/30/20).
- (z) Scott Meade, 9420 S. 41st St., Ald. Dist. 45 – Technology Commission (3 year term expiring 4/30/20).
- (aa) Kevin Brandt, 7900 S. Chapel Hill Dr., Ald. Dist. 2 – Technology Commission (3 year term expiring 4/30/20).
- (bb) Rajiv Surana, 3754 W. Cypress Ln., Ald. Dist. 3 – Technology Commission (3 year term expiring 4/30/20).
- (cc) Philip Nickerson, 12001 W. Scherrei Dr., Ald. Dist. 6 – Board of Zoning and Building Appeals (3 year term expiring 4/30/20).
- (dd) Terrence Berres, 8203 S. 58th St., Ald. Dist. 5 – Library Board (3 year unexpired term expiring 6/30/19).

- (ee) Mayor Olson appointment – Matt Cool, 4934 W. Forest Hill Ave., Ald. Dist. 5 – Board of Review (3 year term expiring 4/30/20).
- (ff) Alderwoman Wilhelm appointment – James Luckey, 4925 W. Rawson Ave., Ald. Dist. 3 – Board of Review (3 year term expiring 4/30/20).
- (gg) Alderman Taylor appointment – Adam P.K. Scanlan, 4440 W. Central Ave., Ald. Dist. 4 – Board of Review (3 year term expiring 4/30/20).
- (hh) Alderman Barber appointment – Maryanne Mlodzik, 7206 S. 36th St., Ald. Dist. 3 – Board of Review (3 year term expiring 4/30/20).

2. Aldermanic Appointments:

- (a) Alderman Dandrea-Finance Committee, 1 yr. term expires 4/17/18.
- (b) Alderman Dandrea-Plan Commission, 1 yr. term expires 4/17/18.
- (c) Alderman D. Mayer-Environmental Commission, 1 yr. term expires 4/17/18.
- (d) Alderman Wilhelm-License Committee, 1 yr. term expires 4/17/18.
- (e) Alderman Wilhelm-Library Board, 3 yr. term expires 4/21/20.
- (f) Alderman Wilhelm-Quarry Monitoring Committee, 2 yr. term expires 4/16/19.
- (g) Alderman Wilhelm-Finance Committee, 1 yr. term expires 4/17/18.
- (h) Alderman Taylor-Board of Public Works, term of office, expires 4/21/20.
- (i) Alderman Taylor-License Committee, 1 yr. term expires 4/17/18.
- (j) Alderman Taylor-Civic Celebrations Commission, 2 yr. term expires 6/30/19.
- (k) Alderman Nelson-Fair Commission, term of office, expires 4/21/20.
- (l) Alderman Nelson-License Committee, 1 yr. term expires 4/17/18.
- (m) Alderman Nelson-Parks Commission, 1 yr. term expires 4/17/18.
- (n) Alderman Nelson-Finance Committee, 1 yr. term expires 4/17/18.

3. Election of Common Council President

F. Letters and Petitions.

G. Reports and Recommendations:

1. Donations:

- (a) From Crossroads Pizza & Subs II in the amount of \$450 to St. Martins Fair to be used for advertising.
- (b) From Mary Jo and Dennis Herrmann in the amount of \$50 to the Fire Department to help fund fire and safety educational programs in the community.
- (c) From the General Federation of Women's Clubs in the amount of \$829.99 to the Fire Department to help fund the purchase of a Pediatric Advanced Life Support kit for Med-281.
- (d) From Franklin Police Department Citizen Academy Alumni Association in the amount of \$18,000 to the Franklin Police Department to be put towards the K9 Donation Fund.

- (e) Donation from Franklin Lions Club Foundation in the amount of \$500 to the Fire Department to cover costs associated with providing CPR classes to the public.
- 2. Request Council Approval of Affiliation Agreement to Allow the Franklin Fire Department to be a Clinical Education Setting for Waukesha County Technical College for the Purposes of Providing Field Experience for Paramedic Students.
- 3. A Resolution Requesting Milwaukee County to Initiate the [Jurisdictional Transfer] Road Discontinuance Vacation Process for Roads Planned for Removal or Relocation Within the Planned Development District No. 37 (The Rock Sports Complex) Ballpark Commons Development Area, to wit: Vacation of CTH (K) Crystal Ridge Road between South 76th Street and West Rawson Avenue and CTH (K) Old Loomis Road between West Rawson Avenue and Approximately 160 feet Southwest of West Warwick Way [and also the Jurisdictional Transfer as Requested by Milwaukee County of the Segment of CTH K from South 76th Street to approximately 560 feet Northeast of Hollow Lane].
- 4. Water Extension to Serve Three Lots on the Northwest Corner of W. Puetz Road and S. 35th Street.
- 5. A Resolution to Establish or Amend an Employee Benefit to Provide for Continuation of Eligibility to Participate in and for Payment or Partial Payment or Reimbursement for the Payment or Partial Payment of Premiums for Hospital, Surgical, and Other Health Insurance for Certain Disabled Employees and the Surviving Spouse and Dependent Children of an Employee, Already Receiving Family Health Insurance Benefits, who Dies or Becomes Totally Permanently Disabled While Employed with the City of Franklin.
- 6. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Landscaping, Snow Removal and Building Maintenance Business Use Upon Property Located at 8833 South 27th Street (Brian F. Drumel, Owner, X-Per-T's Services, Inc., Applicant).
- 7. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Dance Instruction Use Upon Property Located at 11311 West Forest Home Avenue (Rebecca Bontempo, Partner, Stephanie Marie Dance Company, 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. Concept Review for a Proposed Two-Family Residential Subdivision Development Upon Property Located at Approximately 9733 South 76th Street, Tax Key Numbers 896-9999-007 and 896-9999-008 (Neumann Developments Inc., Applicant).
- 10. Concept Review for a Proposed Single-Family Residential Subdivision Development Upon Property Located at the Northwest Corner of South 76th Street and W. Oakwood Road, Tax Key Number 934-9992-010 (Neumann Developments Inc., Applicant).

11. Request for Authorization to Accept Delivery of Two 2017 Jeep Cherokee Sport Vehicles for the Inspection Department as the resolution to the February 7, 2017, Purchase Authorization.
12. An Ordinance to Amend Ordinance No. 2016-2240, an Ordinance Adopting the 2017 Annual Budgets for the Capital Outlay and Donations Funds for the City of Franklin for Fiscal Year 2017 to Provide Additional Appropriations for Police Auto and K9 Unit Purchases.
13. February 2017 Monthly Financial Report.
14. Notice of Claim from Tanja & Tihomir Pikelja Involving Vehicle Damage from Driving Over a Loose or Compromised Manhole Cover. The Common Council May Enter Closed Session Pursuant to § 19.85(1)(e) and (g), Wis. Stats., to Consider a Notice of Claim from Tanja & Tihomir Pikelja Involving Vehicle Damage From Driving Over a Loose or Compromised Manhole Cover.
15. Notice of Claim from Jamie Roberts for Vehicle Damage Sustained During Lockout Assistance Provided by the City of Franklin Police Department. The Common Council May Enter Closed Session Pursuant to § 19.85(1)(e) and (g), Wis. Stats., to Consider a Notice of Claim from Jamie Roberts for Vehicle Damage Sustained During Lockout Assistance Provided by the City of Franklin Police Department.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of April 18, 2017.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

**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 20	Plan Commission Meeting	7:00 p.m.
May 1	Committee of the Whole Meeting	6:30 p.m.
May 2	Common Council Meeting	6:30 p.m.
May 4	Plan Commission Meeting	7:00 p.m.
May 16	Common Council Meeting	6:30 p.m.
May 29	Memorial Day	City Hall Closed

CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

C E R T I F I C A T I O N

This is to certify that on the fourth day of April, 2017

STEVE OLSON

was duly elected to the office of Mayor of the City of Franklin for a three-year term expiring on the 21st day of April, 2020, as appears from the official canvass on file in the Office of the City Clerk.

In testimony whereof, I have set my hand and affixed the Seal of the City of Franklin, Wisconsin, this 12th day of April, 2017.

Sandra L. Wesolowski

*Sandra L. Wesolowski
Director of Clerk Services/City Clerk*



CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

C E R T I F I C A T I O N

This is to certify that on the fourth day of April, 2017

KRISTEN WILHELM

was duly elected to the office of Third District Alderman of the City of Franklin for a three-year term expiring on the 21st day of April, 2020, as appears from the official canvass on file in the Office of the City Clerk.

In testimony whereof, I have set my hand and affixed the Seal of the City of Franklin, Wisconsin, this 12th day of April, 2017.

Sandra L. Wesolowski

***Sandra L. Wesolowski
Director of Clerk Services/City Clerk***



CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

C E R T I F I C A T I O N

This is to certify that on the fourth day of April, 2017

STEVE F. TAYLOR

was duly elected to the office of Fourth District Alderman of the City of Franklin for a three-year term expiring on the 21st day of April, 2020, as appears from the official canvass on file in the Office of the City Clerk.

In testimony whereof, I have set my hand and affixed the Seal of the City of Franklin, Wisconsin, this 12th day of April, 2017.

Sandra L. Wesolowski

Sandra L. Wesolowski
Director of Clerk Services/City Clerk



CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

C E R T I F I C A T I O N

This is to certify that on the fourth day of April, 2017

JOHN R. NELSON

was duly elected to the office of Sixth District Alderman of the City of Franklin for a three-year term expiring on the 21st day of April, 2020, as appears from the official canvass on file in the Office of the City Clerk.

In testimony whereof, I have set my hand and affixed the Seal of the City of Franklin, Wisconsin, this 12th day of April, 2017.

Sandra L. Wesolowski

Sandra L. Wesolowski
Director of Clerk Services/City Clerk



STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

A PROCLAMATION IN GRATITUDE TO SUSANNE M. MAYER
FOR HER DEDICATED SERVICE
TO THE COMMUNITY AND PEOPLE OF THE CITY OF FRANKLIN

WHEREAS, Susanne M. Mayer has been raising her family as a resident of Franklin for many years; and

WHEREAS, Susanne M. Mayer has taken an active interest in making the community in which she lives a better place to live, work and play; and

WHEREAS, in 2014, when her alderman was elected to higher office, Susanne M. Mayer recognized the need for Sixth District to be represented by fair and honest leadership; and

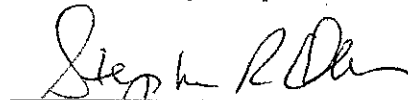
WHEREAS, Susanne M. Mayer put her neighbor's needs ahead of her own to run for public office and was elected to the Franklin Council as the Sixth District Alderwoman on April 1, 2014 with her term expiring at midnight on the night of April 17, 2017; and

WHEREAS, as Alderwoman, Susanne M. Mayer served her constituents on the Complete Streets and Connectivity, Parks and Plan Commissions as well as the Finance and Licensing Committees; and

WHEREAS, among the contribution of Susanne M. Mayer's term as Alderwoman to the citizens of Franklin was introducing Kayla's Krew All-Inclusive, All Accessible playground to the Franklin Common Council.

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 express our gratitude for the public service received upon the work of Susanne M. Mayer, and our look forward to the continuation of her working with and for the City of Franklin.

Presented to the City of Franklin Common Council this 18th Day of April, 2017.



Stephen R. Olson, Mayor

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

A PROCLAMATION IN GRATITUDE TO JANET M. EVANS
FOR HER DEDICATED SERVICE
TO THE COMMUNITY AND PEOPLE OF THE CITY OF FRANKLIN

WHEREAS, Janet M. Evans has served her community as Fourth District Alderwoman from April 2014 to September 2015; and

WHEREAS, Janet Evans has served and supported her community as a representative to the Finance Committee, License Committee, and Civic Celebrations Committee during her tenure; and

WHEREAS, Janet Evans continues to be involved in the community, being elected to the Franklin School Board in 2009 and currently serving her third term as a member of the Franklin School Board and its' President; and

WHEREAS, Janet Evans supported the Project of Kayla's Krew All-Inclusive, All Accessible playground, and participated daily at the site during construction and continues to support the playground and Franklin's children.

NOW, THEREFORE, I STEPHEN R. OLSON, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of the Franklin, hereby express our gratitude for the public service received upon the work of Janet Evans and call upon all Franklin residents to join in this recognition.

Dated at Franklin, Wisconsin, this 18th day of April, 2017.

STEPHEN R. OLSON
MAYOR

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

A PROCLAMATION IN GRATITUDE TO ALDERMAN DOUG SCHMIDT
FOR HIS DEDICATED SERVICE
TO THE COMMUNITY AND PEOPLE OF THE CITY OF FRANKLIN

WHEREAS, Doug Schmidt is a fourth-generation, life-long resident of the City of Franklin; and

WHEREAS, Doug Schmidt was a member of the first graduating class of Franklin High School and has remained active with the school as an alum; and

WHEREAS, Doug Schmidt has also been involved in the community as a member of the Franklin Historical Society where he has served as Secretary, Vice President and President; and

WHEREAS, Doug Schmidt has served as an ambassador of the City as an author, documenting the history of Franklin; and

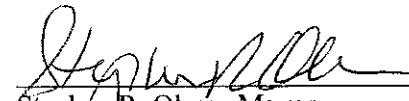
WHEREAS, in 2010, Doug Schmidt recognized the need for the Fifth District for new representation; and

WHEREAS, Doug Schmidt put the needs of his neighbors ahead of his own to run for public office and was elected to the Franklin Common Council as the Fifth District Alderman on April 5, 2010 and again on April 2, 2013, with his term expiring at midnight on the night of April 18, 2016; and

WHEREAS, Alderman, Doug Schmidt served on the Environmental and Personnel Commissions, the Library Board of Trustees, the Board of Public Works as well as the Quarry Monitoring Committee.

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 express our gratitude for the years of public service received upon the work of Doug Schmidt, and our look forward to the continuation of his working with and for the City of Franklin.

Presented to the City of Franklin Common Council this 18th Day of April, 2017.



Stephen R. Olson, Mayor

A STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

**A PROCLAMATION HONORING NATIONAL PUBLIC SAFETY
TELECOMMUNICATION'S WEEK
April 9-15, 2017**

Whereas, emergencies can occur at anytime that require police, fire or emergency medical services; and

Whereas, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

Whereas, the safety of our police officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens; and

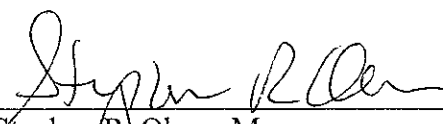
Whereas, Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services, and are the single vital link for our police officers, firefighters and paramedics by monitoring their activities by radio, providing them information and insuring their safety; and

Whereas, Public Safety Dispatchers of the City of Franklin have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

Now Therefore, Be It Proclaimed, I, STEPHEN R. OLSON, Mayor of the City of Franklin, do hereby proclaim the week of April 9-15, 2017, as Public Safety Telecommunication's Week in the City of Franklin, Wisconsin.

Dated April 18, 2017


Stephen R. Olson, Mayor

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 Luberd, 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 Wilhelm, 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.

*Alderman Wilhelm moved to adopt Resolution No. 2017-7255, 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), with condition no. 5. of the Resolution hereby amended to read: "That the applicant shall notify the parties holding each of the easements located on the subject property pursuant to any site changes within each respective easement, and attempt to return to the City acknowledgement from each easement holder, shall provide copies of all recorded easements to the City, for Engineering Department and Department of City Development for their review and approval, prior to the issuance of a Building Permit. Seconded by Alderman Taylor. All voted Aye; motion carried.

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

- G.8. 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, Alderman 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.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
APRIL 3, 2017
MINUTES

ROLL CALL

- A. The regular meeting of the Common Council was held on April 3, 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, Alderman Mike Barber and Alderwoman Susanne Mayer. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberd, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

A moment of silence was held for Detective Kevin Liermann.

CITIZEN COMMENT

- B.1. Citizen comment period was opened at 6:32 p.m. and closed at 6:40 p.m.

MAYORAL ANNOUNCEMENT

- B.2. Mayor Olson read a Proclamation in recognition of Assistant Fire Chief Ronald F. Mayer upon his retirement from the Franklin Fire Department.

APPROVAL OF MINUTES

- C. Alderman Taylor moved that the minutes of the regular Common Council meeting of March 21, 2017, be postponed to the meeting of April 18, 2017. Seconded by Alderman Barber. All voted Aye; motion carried.

CONSENT AGENDA
DONATIONS, STATE NOTICE OF
MANUFACTURING
ASSESSMENTS, TIMETABLE
FOR 2018 BUDGET, TEMPORARY
STREET CLOSURES, CONFIRM
SANITARIAN POSITION AS
CLASSIFIED SERVICE

- G.1. Alderman D. Mayer moved to approve the following consent agenda items:
- (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) Receive and file State Board of Assessor's Notice of Determination on Manufacturing Property Assessments.
 - (c) Adopt the 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) Confirm 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".

Approval of the above consent items was seconded by Alderman Dandrea. All voted Aye; motion carried.

FINANCIAL SERVICES
REIMBURSEMENT WITH
INTERSTATE PARTNERS LLC

- G.2. Alderman Taylor moved to approve the financial services reimbursement agreement with Interstate Partners LLC. Seconded by Alderman Dandrea. All voted Aye; motion carried.

FINANCIAL SERVICES
PROPOSAL FROM EHLERS
DEVELOPMENT OF W.
OAKWOOD RD.

- G.3. Alderman Taylor moved to approve the financial services proposal from Ehlers for up to \$7,500 related to Interstate Partners Proposed Development on W. Oakwood Road. Seconded by Alderman Dandrea. All voted Aye; motion carried.

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

- G.4. Alderman Taylor moved to contract Ruekert & Mielke, Inc. at a cost of \$21,500 for Professional Services Task Order #3 related to floodplain analysis in Area D, roughly between W. Oakwood and W. South County Line Roads and S. 27th and S. 42nd Streets. Seconded by Alderman Barber. On roll call, Alderman Dandrea, Alderman D. Mayer, Alderman Taylor, and Alderman Barber voted Aye; Alderwoman Wilhelm voted No; Alderwoman S. Mayer Abstained. Motion carried.

Alderman Taylor moved to contract Ruekert & Mielke, Inc. at a cost of \$27,000 for Professional Services Task Order #4 related to storm water permitting analysis in Area D, roughly between W. Oakwood and W. South County Line Roads and S. 27th and S. 42nd Streets. Seconded by Alderman Barber. On roll call, Alderman Barber, Alderman Taylor, Alderwoman Wilhelm, Alderman D. Mayer, and Alderman Dandrea voted Aye; Alderwoman S. Mayer Abstained. Motion carried.

FINANCIAL SERVICES
CONTRACT WITH EHLERS, INC.
BETWEEN W. OAKWOOD & W.
SOUTH COUNTY LINE RDS. AND
S. 27TH & S. 42ND ST.

G.5. Alderman Taylor moved 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. Seconded by Alderman Dandrea. All voted Aye; motion carried.

ORD. 2017-2263
AMEND UDO (ZONING MAP) TO
REZONE AT 8647 S. 35TH ST
(RYAN S. KONICEK,
BRIDGESTONE CAPITAL LLC,
APPLICANT)

G.6. Alderman Barber moved to adopt Ordinance No. 2007-2263, 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). Seconded by Alderman D. Mayer. All voted Aye; motion carried.

RES. 2017-7256
CONDOMINIUM FINAL PLAT AT
9062 & 9064 S. CORDGRASS CIR.
EAST (DAN KANITZ, WYNDHAM
HOMES, LLC, APPLICANT)

G.7. Alderwoman S. Mayer moved to adopt Resolution No. 2007-7256, 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). Seconded by Alderman D. Mayer. All voted Aye; motion carried.

RES. 2017-
APPROVAL OF SPECIAL USE AT
11307 W. FOREST HOME AVE.
(MARK LIBAN, LIBAN'S LAWN
SERVICE, INC., APPLICANT)

G.8. Alderman Taylor moved to postpone until April 18, 2017, 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). Seconded by Alderman Barber. All voted Aye; motion carried.

ORD. 2017-2264
AMEND MUNICIPAL CODE
PROVIDING OVERSIZING
PAYMENTS TO LANDOWNERS
RELATED TO WATER OR
SANITARY SEWER FACILITIES

G.9. Alderwoman S. Mayer moved to adopt Ordinance No. 2017-2264, 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 (ALDERWOMAN S. MAYER). Seconded by Alderman D. Mayer. All voted Aye; motion carried.

REIMBURSEMENT FOR WATER
MAIN OVERSIZING AT MATT
TALBOT RECOVERY SERVICES-
9132 S. 92ND ST.

G.10. Alderwoman S. Mayer moved to direct staff to pay the first installment of the over sizing reimbursement upon the punch list items completion by the developer as presented to the Common Council at this meeting, with the second and following payments to commence next February pursuant to the Municipal Code, for a total amount of \$99,965. Seconded by Alderwoman Wilhelm. On roll call, Alderman Dandrea, Alderman D. Mayer, Alderwoman Wilhelm, Alderman Barber, and Alderwoman S. Mayer voted Aye; Alderman Taylor Abstained.

RES. 2017-7257
SHIFTING GREATER TAX
PROPERTY TAX BURDEN FROM
COMMERCIAL TO RESIDENTIAL
HOMEOWNERS AND MAIN
STREET BUSINESSES

G.11. Alderman Taylor moved to adopt Resolution No. 2017-7257, 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. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

RES. 2017-7258
JURISDICTIONAL TRANSFER OF
W. ST. MARTINS RD. FROM S.
NORTH CAPE ROAD TO S.
LOVERS LANE RD.

G.12. Alderman Taylor moved to adopt Resolution No. 2017-7258, A RESOLUTION TO ACCEPT JURISDICTIONAL TRANSFER OF W. ST. MARTINS ROAD (CTH MM) FROM S. NORTH CAPE ROAD TO S. LOVERS LANE ROAD, subject to changes as approved by the City Engineer. Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.

ORD. 2017-2265
AMEND MUNICIPAL CODE TO
REGULATE APPLICATION AND
SALE OF COAL TAR SEALANT
PRODUCTS

G.13. Alderman D. Mayer moved to adopt Ordinance No. 2017-2265, AN ORDINANCE TO AMEND THE MUNICIPAL CODE TO REGULATE THE APPLICATION AND SALE OF COAL TAR SEALANT PRODUCTS. Seconded by Alderman Taylor. All voted Aye; motion carried.

RES. 2017-7259
AWARDING CONTRACT TO
PAYNE & DOLAN, INC. FOR 2017
LOCAL STREET IMPROVEMENT
PROGRAM

G.14. Alderman Taylor moved to adopt Resolution No. 2017-7259, 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. Seconded by Alderman Dandrea. All voted Aye; motion carried.

AGREEMENT FOR ADDITIONAL
ASBESTOS REMEDIATION
HEALTH DEPT. REMODELING
PROJECT

G.15.

Alderman D. Mayer moved to authorize the Director of Administration to execute a contractor services agreement incorporating the Environmental Proposal from Integrity Environmental Services, Inc., for \$3,974 for additional asbestos abatement in the Health Department, in a form as acceptable to the City Attorney. Seconded by Alderman Taylor. On roll call, Alderman Dandrea, Alderman D. Mayer, Alderwoman Wilhelm, Alderman Taylor, and Alderman Barber voted Aye; Alderwoman S. Mayer Abstained. Motion carried.

LICENSES AND PERMITS

H.1.

Alderman Taylor moved to approve the following:
Hold the 2016-17 Operators' license application for appearance for Brandon Sowinski, S70 W14965 Cornell Cir., Muskego;
Grant 2016-17 & 2017-18 Operator Licenses with a warning letter from the City Clerk to Jessica St. Louis, 3829 S. Miner St., Apt. #5, Milwaukee;
Grant 2016-17 Operator Licenses to Stephanie Jenson, 6450 W. English Meadows Dr., #H206, Greenfield; Evan Strasser, 6034 Oakwood Lane, Greendale; Raymond Syrstad, Jr, 7841 S. Scepter Dr., #21, Franklin;
Grant 2017-18 Operator Licenses to John Bergner, 8501 Parkland Dr., Franklin; Randy Grass, 9056 W Elm Ct., Unit F, Franklin; Anthony Megna, 10321 W. Church St., Franklin; Shane Jaskie, 7811 W. Winston Way, Franklin; Amy Ottaviani, 28706 Beach Dr., Waterford;
Grant 2016-17 Change of Agent for Speedway #4455 Brad Leachy;
Grant 2017-18 Daycare licenses, subject to satisfactory inspections, to Mrs. Rikki's Structured Daycare, Manager Rochelle Boyce, 11224 W Forest Home Ave; Jubilee Christian Day Care, Manager Tanya Soich, 3639 W Ryan Rd.
Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

VOUCHERS AND PAYROLL

I.1.

Alderman D. Mayer moved to approve the following:
City vouchers with an ending date of April 3, 2017 in the amount of \$835,115.41; Payroll dated March 31, 2017 in the amount of \$338,241.83 and payments of the various payroll deductions in the amount of \$395,756.66, plus City matching payments; and Estimated payroll dated April 14, 2017 in the amount of \$372,000.00 and payments of the various payroll deductions in the amount of \$218,000.00, plus City matching payments and Property Tax

investments and refunds with an ending date of April 3, 2017 in the amount of \$2,000,398.86. Seconded by Alderman Taylor. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Taylor moved to adjourn the meeting at 7:31 p.m. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

APPROVAL <i>slw</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 04/18/2017
ORGANIZATIONAL BUSINESS	Board and Commission Appointments	ITEM NUMBER <i>E.1.</i>

The following appointments have been submitted by the Mayor (and submitted by the Aldermen for Board of Review) for Council confirmation:

- (a) Vance E. Werner, 7535 S. Kensington Way, Ald. Dist. 2 – Architectural Board (3 year term expiring 4/30/20).
- (b) David Cieszynski, 11411 W. Woods Rd., Ald. Dist. 6 – Architectural Board (3 year term expiring 4/30/20).
- (c) Wesley Cannon, 8112 S. Lakeview Dr., Ald. Dist. 5 – Environmental Commission (3 year term expiring 4/30/20).
- (d) Arthur Skowron, 9046 S. Cordgrass Circle East, Ald. Dist. 6 – Environmental Commission (3 year term expiring 4/30/20).
- (e) Aimee Schlueter, 9303 W. Briarwood Dr., Ald. Dist. 6 – Fair Commission (3 year term expiring 4/30/20).
- (f) Rosemarie Bosch, 11625 W. St. Martins Rd., Ald. Dist. 6 – Fair Commission (3 year term expiring 4/30/20).
- (g) John Trudeau, 11410 W. Mayers Dr., Ald. Dist. 6 – Fair Commission (3 year term expiring 4/30/20).
- (h) Dennis Ciche, 8128 S. 43rd St., Ald. Dist. 5 – Finance Commission (1 year term expiring 4/30/18).
- (i) Linda Witkowski, 7935 S. 67th St., Ald. Dist. 45 – Finance Commission (1 year term expiring 4/30/18).
- (j) Robert Campbell, Jr., 5416 W. Behrendt St., Ald. Dist. 5 – Finance Commission (1 year term expiring 4/30/18).
- (k) John Howard, 6658 W. Robinwood Ln., Ald. Dist. 5 – Finance Commission (1 year term expiring 4/30/18).
- (l) Robert D. Donohoo, 8836 W. Whispering Oaks Ct., Ald. Dist. 2 – Fire and Police Commission (5 year term expiring 4/30/22).
- (m) Dr. Henry Wengelewski, 3643 W. Sharon Ln., Ald. Dist. 5 – Board of Health (2 year term expiring 4/30/19).
- (n) Robert Fedran, 9163 S. 42nd St., Ald. Dist. 4 – Board of Health (2 year term expiring 4/30/19).
- (o) Patricia Nissen, 8010 W. Coventry Dr., Ald. Dist. 2 – Board of Health (2 year term expiring 4/30/19).
- (p) Anthony M. Megna, 10321 W. Church St., Ald. Dist. 2 – Parks Commission (3 year term expiring 4/30/20).
- (q) Dave Pautz, 3700 W. Maplecrest Dr., Ald. Dist. 4 – Parks Commission (3 year term expiring 4/30/20).

- (r) Dale Wikel, 3755 W. Sharon Ln., Ald. Dist. 5 – Personnel Committee (3 year term expiring 4/30/20).
- (s) Tom Traynor, 7951 S. 43rd St., Ald. Dist. 5 – Personnel Committee (3 year term expiring 4/30/20).
- (t) Kevin Haley, 8945 S. 116th St., Ald. Dist. 6 – Plan Commission (3 year term expiring 4/30/20).
- (u) Patrick Leon, 7836 W. Winston Way, Ald. Dist. 2 – Plan Commission (1 year term expiring 4/30/18).
- (v) Andrew Ruffing, 4728 West Sharon Lane, Ald. Dist. 5 – Quarry Monitoring Committee (3 year unexpired term expiring 5/31/19).
- (w) Jim Bartnicki, 7718 W. Terrace Dr., Ald. Dist. 2 – Board of Public Works (3 year term expiring 4/30/20).
- (x) Jonathan L. Webster, 4039 W. Cypress Ln., Ald. Dist. 3 – Board of Public Works (3 year term expiring 4/30/20).
- (y) Juan Rodriguez, 9314 S. 33rd St., Ald. Dist. 4 – Board of Zoning and Building Appeals (3 year term expiring 4/30/20)..
- (z) Scott Meade, 9420 S. 41st Street, Ald. Dist. 45 – Technology Commission (3 year term expiring 4/30/20).
- (aa) Kevin Brandt, 7900 S. Chapel Hill Dr., Ald. Dist. 2 – Technology Commission (3 year term expiring 4/30/20).
- (bb) Rajiv Surana, 3754 W. Cypress Ln., Ald. Dist. 3 – Technology Commission (3 year term expiring 4/30/20).
- (cc) Philip Nickerson, 12001 W. Scherrei Dr., Ald. Dist. 6 – Board of Zoning and Building Appeals (3 year term expiring 4/30/20).
- (dd) Terrence Berres, 8203 S. 58th St., Ald. Dist. 5 – Library Board (3 year unexpired term expiring 6/30/19).
- (ee) Mayor Olson appointment – Matt Cool, 4934 W. Forest Hill Ave., Ald. Dist. 5 – Board of Review (3 year term expiring 4/30/20).
- (ff) Alderwoman Wilhelm appointment – James Luckey, 4925 W. Rawson Ave., Ald. Dist. 3 – Board of Review (3 year term expiring 4/30/20).
- (gg) Alderman Taylor appointment – Adam P.K. Scanlan, 4440 W. Central Ave., Ald. Dist. 4 – Board of Review (3 year term expiring 4/30/20).
- (hh) Alderman Barber appointment – Maryanne Mlodzik, 7206 S. 36th St., Ald. Dist. 3 – Board of Review (3 year term expiring 4/30/20).

COUNCIL ACTION REQUESTED

Motion to confirm the appointments of the Mayor and Aldermen as listed above.

OR

As directed.

Shirley Roberts

From: volunteerfactsheet@franklinwi.gov
Sent: Tuesday, January 17, 2017 12:03 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Andrew J. Ruffing
PhoneNumber: (414) 303-2721
EmailAddress: ajruffing@aol.com
YearsasResident: '69-'82 - 13yrs, '85-'92 - 7yrs, 02'-17' - 15yrs (total of about 35 years)
Alderman: Mike Barber - District No. 5
ArchitecturalBoard: 0
CivicCelebrations: 0
CommunityDevelopmentAuthority: 0
EconomicDevelopmentCommission: 0
EnvironmentalCommission: 0
FinanceCommittee: 0
FairCommission: 0
BoardofHealth: 0
FirePoliceCommission: 0
ParksCommission: 0
LibraryBoard: 0
PlanCommission: 0
PersonnelCommittee: 0
BoardofReview: 0
BoardofPublicWorks: 0
QuarryMonitoringCommittee: 1
TechnologyCommission: 0
TourismCommission: 0
BoardofZoning: 0
WasteFacilitiesMonitoringCommittee: 0
BoardWaterCommissioners: 0
CompanyNameJob1: Musson Brothers Inc.
TelephoneJob1: O) 262-790-5060, M) 414-303-2721
StartDateandPositionJob1: Jan 3, 2002 - Project Manager
EndDateandPositionJob1: Still Employed - Project Manager/Superintendent
CompanyNameJob2:
TelephoneJob2:
StartDateandPositionJob2:
EndDateandPositionJob2:
CompanyNameJob3:

TelephoneJob3:
StartDateandPositionJob3:
EndDateandPositionJob3:

Signature: Andrew J. Ruffing
Date: January 17, 2017
Signature2: Andrew J. Ruffing
Date2: January 17, 2017
Address: 4728 West Sharon Lane
PriorityListing:

WhyInterested:

I feel that I would be able to understand the topics and issues brought before the committee and would be able to offer a unique perspective as both a long time resident of Franklin and someone closely involved with some of the operations of the quarry. I have almost 30 years experience in the civil engineering and construction industry. I've been involved in numerous projects in SE WI that have utilized the limestone products produced at Franklin Aggregates and the Former Vulcan Quarry.

CompanyAddressJob1:

4215 North 124th Street

DescriptionofDutiesJob1:

Bidding for and Management of roadway, utility, and infrastructure projects.

AddressJob2:

DescriptionofDutiesJob2:

AddressJob3:

DescriptionofDutiesJob3:

AdditionalExperience:

ClientIP:

67.52.198.166

SessionID:

zkh2itvismddcoiix4vhve45

[See Current Results](#)

City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

RECEIVED
CITY OF FRANKLIN

2017 MAR 27 PM 1:56

VOLUNTEER FACT SHEET

Thank-you for your interest in serving on a City Board, Commission, or Committee. In order that consistent information be provided to the Common Council, you are asked to complete the following:

PERSONAL:

Name Terrence Berres
Address 8203 S 58th St, Franklin
Phone Number 414-458-8369
E-Mail berresttr@gmail.com
Length of Time a Franklin Resident 30+ years
Alderman or District Number District 5

AREA OF INTEREST: Please check the line next to the Board, Commission or Committee or area of greatest interest. If listing more than one, please prioritize your top three choices (3 being least priority).

- | | |
|---|--|
| <input type="checkbox"/> Architectural Review Board | <input type="checkbox"/> Civic Celebrations Commission |
| <input type="checkbox"/> Community Development Authority | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Environmental Commission | <input type="checkbox"/> Forward Franklin Economic Development Comm. |
| <input type="checkbox"/> Fair Commission | <input type="checkbox"/> Board of Health |
| <input type="checkbox"/> Fire and Police Commission | <input type="checkbox"/> Parks Commission |
| <input checked="" type="checkbox"/> Library Board | <input type="checkbox"/> Plan Commission |
| <input type="checkbox"/> Personnel Committee | <input type="checkbox"/> Board of Review |
| <input type="checkbox"/> Board of Public Works | <input type="checkbox"/> Board of Water Commissioners |
| <input type="checkbox"/> Technology Commission | <input type="checkbox"/> Waste Facility Siting Committee |
| <input type="checkbox"/> Board of Zoning and Building Appeals | <input type="checkbox"/> Waste Facilities Monitoring Committee |

Why are you interested in joining this (these) particular Board and/or Commission?

Since moving to Franklin, I have been involved in
volunteer work for the Library, including the Friends
and the Foundation. The library enhances the life of
our residents as citizens and in their work and leisure.

VOLUNTEER OR WORK EXPERIENCE

(Begin with your most recent employment and continue with all past 10 years of employment. Please attach additional paper or include resume, if available.)

Company Name: <i>51st Street Management Corporation</i>	Address: <i>8203 S. 58th St Franklin, WI 53132</i>	Telephone: <i>847-846-7722</i>
Date started: <i>September 1998</i>	Starting Position: <i>Secretary / Treasurer</i>	
Date left:	Position upon leaving:	
Description of duties: <i>Corporate and financial records and reporting</i>		

Company Name: <i>American Family Insurance</i>	Address: <i>Waukegan, WI</i>	Telephone: <i>800-642-6326</i>
Date started: <i>September 1984</i>	Starting Position: <i>Senior Claim Attorney</i>	
Date left: <i>April 2012</i>	Position upon leaving: <i>Same</i>	
Description of duties: <i>Handling and supervising casualty and property claim litigation</i>		

Company Name:	Address:	Telephone:
Date started:	Starting Position:	
Date left:	Position upon leaving:	
Description of duties:		

ADDITIONAL EXPERIENCE OR QUALIFICATIONS: List any other experience, skills, or other qualifications, including hobbies, which you believe should be considered in evaluating your qualifications for volunteering.

*member since 2014 of the State of Wisconsin's
Council on Library and Network Development*

I am aware that all of the information provided and this document itself is a public record which will be released to a requestor; that I authorize such release and that I waive any right to any notice of such release and/or any right of notice to augment the information provided upon this document upon such request or release.

Signature:

James R. Buser

Date: *March 27, 2017*

Shirley Roberts

From: volunteerfactsheet@franklinwi.gov
Sent: Monday, April 10, 2017 12:32 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Adam P. K. Scanlan
PhoneNumber: 414-791-0316
EmailAddress: scanlan.adam@gmail.com
YearsasResident: 6
Alderman: Steve Taylor
ArchitecturalBoard: 0
CivicCelebrations: 0
CommunityDevelopmentAuthority: 0
EconomicDevelopmentCommission: 0
EnvironmentalCommission: 0
FinanceCommittee: 0
FairCommission: 0
BoardofHealth: 0
FirePoliceCommission: 0
ParksCommission: 0
LibraryBoard: 0
PlanCommission: 0
PersonnelCommittee: 0
BoardofReview: 1
BoardofPublicWorks: 0
QuarryMonitoringCommittee: 0
TechnologyCommission: 0
TourismCommission: 0
BoardofZoning: 0
WasteFacilitiesMonitoringCommittee: 0
BoardWaterCommissioners: 0
CompanyNameJob1: Elkhorn Area School District
TelephoneJob1: 262-742-2585
StartDateandPositionJob1: July 2016
EndDateandPositionJob1: Present
CompanyNameJob2: School District of South Milwaukee
TelephoneJob2: 414-766-5000
StartDateandPositionJob2: July 2013
EndDateandPositionJob2: July 2016
CompanyNameJob3: Hamilton School District

TelephoneJob3: 262-246-1973
StartDateandPositionJob3: July 2012
EndDateandPositionJob3: July 2013
Signature: Adam P. K. Scanlan
Date: 04/10/2017
Signature2: Adam P.K. Scanlan
Date2: 04/10/2017
Address: 4440 W Central Ave
PriorityListing:

WhyInterested:

As I continue to grow my family in the City of Franklin, I would like to demonstrate model citizenship through not only attending the festivals and community events but also by volunteering to serve on city boards. I am interested in this particular board because I feel that my mindset as a school administrator constantly takes in evidence, testimony, and hearing multiple sides of the story by then eliminating bias and ensuring that equity and fair judgement is passed. Furthermore, the ability to work on a board and not be in a sole position continues to reinforce the teamwork and community commitment towards making Franklin a strong city. I would appreciate your consideration of my interest in the Board of Review for the City of Franklin.

CompanyAddressJob1: 3 N Jackson Street in Elkhorn, WI 53121
DescriptionofDutiesJob1: Assistant Principal at West Side and Tibbets Elementary Schools
AddressJob2: 901 15th Avenue in South Milwaukee, WI 53172
DescriptionofDutiesJob2: 5th grade teacher 8th grade teacher Summer School Administrator
AddressJob3: W220N6151 Town Line Road in Sussex, WI 53089
DescriptionofDutiesJob3: 5th Grade Teacher

AdditionalExperience:

While I recently ran with an unsuccessful outcome for an elected position in Franklin, I have a drive and dedication to be connected and give back to the community. My current position as an administrator in the school setting allows me to have open evenings, but also builds on my daily demeanor of being fair and honest with decisions brought to my attention dozens of times per day.

ClientIP: 216.56.27.34
SessionID: 0tvnhc45w1ihjs55yl2glpq4
See Current Results

City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

CITY OF FRANKLIN
2017 APR -3 PM 1:47

VOLUNTEER FACT SHEET

Thank-you for your interest in serving on a City Board, Commission, or Committee. In order that consistent information be provided to the Common Council, you are asked to complete the following:

PERSONAL:

Name MARYANNE MLODZIK
Address 7206 SOUTH 36 STREET FRANKLIN
Phone Number (414) 421-7765
E-Mail _____
Length of Time a Franklin Resident 41 YRS.
Alderman or District Number 3

AREA OF INTEREST: Please check the line next to the Board, Commission or Committee or area of greatest interest. If listing more than one, please prioritize your top three choices (3 being least priority).

- | | |
|---|--|
| <input type="checkbox"/> Architectural Review Board | <input type="checkbox"/> Civic Celebrations Commission |
| <input type="checkbox"/> Community Development Authority | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Environmental Commission | <input type="checkbox"/> Forward Franklin Economic Development Comm. |
| <input type="checkbox"/> Fair Commission | <input type="checkbox"/> Board of Health |
| <input type="checkbox"/> Fire and Police Commission | <input type="checkbox"/> Parks Commission |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> Plan Commission |
| <input type="checkbox"/> Personnel Committee | <input checked="" type="checkbox"/> Board of Review |
| <input type="checkbox"/> Board of Public Works | <input type="checkbox"/> Board of Water Commissioners |
| <input type="checkbox"/> Technology Commission | <input type="checkbox"/> Waste Facility Siting Committee |
| <input type="checkbox"/> Board of Zoning and Building Appeals | <input type="checkbox"/> Waste Facilities Monitoring Committee |

Why are you interested in joining this (these) particular Board and/or Commission?

TO GET INVOLVED.

VOLUNTEER OR WORK EXPERIENCE

(Begin with your most recent employment and continue with all past 10 years of employment. Please attach additional paper or include resume, if available.)

Company Name: JPMorgan Chase	Address: 111 EAST WISCONSIN MILWAUKEE, WI 53202	Telephone: (877) 576-2427
Date started: JUNE, 1989	Starting Position: SENIOR ADMINISTRATIVE ASSISTANT	
Date left: JUNE, 2016	Position upon leaving: SENIOR ADMINISTRATIVE ASSISTANT	
Description of duties: ADMINISTRATIVE DUTIES TO THE MANAGER OF THE CREDIT DEPT FOR WI, MN, MO. ORGANIZED QTRLY & SEMI-ANNUAL CREDIT REVIEW MEETINGS. MADE SURE NEW EMPLOYEES WERE WELCOMED-ORDERING TECHNOLOGY, PHONES, DESK SUPPLIES, ETC. TO ENSURE THEY COULD WORK IMMEDIATELY. ORGANIZED THE WELLNESS SCREENINGS FOR THE CHASE TOWER.		

Company Name:	Address:	Telephone:
Date started:	Starting Position:	
Date left:	Position upon leaving:	
Description of duties:		

Company Name:	Address:	Telephone:
Date started:	Starting Position:	
Date left:	Position upon leaving:	
Description of duties:		

ADDITIONAL EXPERIENCE OR QUALIFICATIONS: List any other experience, skills, or other qualifications, including hobbies, which you believe should be considered in evaluating your qualifications for volunteering.

At Chase, I WAS ON THE VOLUNTEER LEADERSHIP GROUP AND VOLUNTEERED AND TO THE PRESENT VOLUNTEER FOR SEVERAL NON-PROFIT ORGANIZATIONS (ie SUSAN G. KOMEN SE WI; AMERICAN LUNG ASSOCIATION; CHILDREN'S HOSPITAL; JUNIOR ACHIEVEMENT AND MUSCULAR DYSTOPHY). ALSO RECEIVED VOLUNTEER OF THE YEAR AWARD 2012. *

I am aware that all of the information provided and this document itself is a public record which will be released to a requestor; that I authorize such release and that I waive any right to any notice of such release and/or any right of notice to augment the information provided upon this document upon such request or release.

Signature: **Maryanne Mlodzik** Date: **3/30/2017**

*** ALSO HAVE REAL ESTATE LICENSE (HAVE NOT KEPT UP W/ GOING FOR ACCREDITED CLASSES - NOT SELLING REAL ESTATE).**

APPROVAL <i>Slw</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 4-18-2017
ORGANIZATIONAL BUSINESS	Board and Commission Appointments - Aldermanic	ITEM NUMBER <i>E. 2.</i>

Aldermanic Appointments:

- (a) Alderman Dandrea-Personnel Committee
- (b) Alderman Dandrea-Finance Committee
- (c) Alderman Dandrea-Plan Commission
- (d) Alderman Dandrea-Community Development Authority
- (e) Alderman D. Mayer-Environmental Commission
- (f) Alderman D. Mayer-Personnel Committee
- (g) Alderman D. Mayer-Technology Committee
- (h) Alderman Wilhelm-License Committee
- (i) Alderman Wilhelm-Library Commission
- (j) Alderman Wilhelm-Quarry Monitoring Committee
- (k) Alderman Wilhelm-Finance Committee
- (l) Alderman Taylor-Board of Public Works
- (m) Alderman Taylor-License Committee
- (n) Alderman Taylor-Civic Celebrations Commission
- (o) Alderman Barber-Personnel Committee
- (p) Alderman Barber-Forward Franklin Economic Development Commission
- (q) Alderman Barber-Board of Health
- (r) Alderman Barber-Quarry Monitoring Committee
- (s) Alderman Nelson-Fair Commission
- (t) Alderman Nelson-License Committee
- (u) Alderman Nelson-Parks Commission
- (v) Alderman Nelson-Finance Committee

MOTION

Motion to confirm Alderman Dandrea-Personnel Committee

Motion to confirm Alderman Dandrea-Finance Committee

Motion to confirm Alderman Dandrea-Plan Commission

Motion to confirm Alderman Dandrea-Community Development Authority

Motion to confirm Alderman D. Mayer-Environmental Commission

Motion to confirm Alderman D. Mayer-Personnel Committee

Motion to confirm Alderman D. Mayer-Technology Committee

Motion to confirm Alderman Wilhelm-License Committee

Motion to confirm Alderman Wilhelm-Library Commission

Motion to confirm Alderman Wilhelm-Quarry Monitoring Committee

Motion to confirm Alderman Wilhelm-Finance Committee

Motion to confirm Alderman Taylor-Board of Public Works

Motion to confirm Alderman Taylor-License Committee

Motion to confirm Alderman Taylor-Civic Celebrations Commission

Motion to confirm Alderman Barber-Personnel Committee

Motion to confirm Alderman Barber-Forward Franklin Economic Development Commission

Motion to confirm Alderman Barber-Board of Health

Motion to confirm Alderman Barber-Quarry Monitoring Committee

Motion to confirm Alderman Nelson-Fair Commission

Motion to confirm Alderman Nelson-License Committee

Motion to confirm Alderman Nelson-Parks Commission

Motion to confirm Alderman Nelson-Finance Committee

APPROVAL <i>slw</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 04/18/17
ORGANIZATIONAL BUSINESS	Donation to St. Martins Fair from Crossroads Pizza & Subs II	ITEM NUMBER <i>G.I.A.</i>

Accept the following donation for advertising for St. Martins Fair:

Crossroads Pizza & Subs II - \$450.

COUNCIL ACTION

Accept donation from Crossroads Pizza & Subs II in the amount of \$450 for advertising for St. Martins Fair.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>4/18/2017</i>
REPORTS AND RECOMMENDATIONS	Donation from Franklin Residents Mary Jo and Dennis Herrmann to the Franklin Fire Department in the amount of \$50.00	ITEM NUMBER <i>G.I.B.</i>

The Franklin Fire Department has received a donation of \$50 from Mary Jo and Dennis Herrmann in memory of Muriel Lindner. Muriel was the wife of former Franklin Assistant Fire Chief Robert Lindner, and the mother of retired Franklin Firefighter and current Police and Fire Commission member David Lindner.

The Fire Department relies on donations to help fund fire and safety educational programs in the community.

COUNCIL ACTION REQUESTED

Request approval to accept \$50.00 donation from Mary Jo and Dennis Herrmann in the name of Muriel Lindner.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>4/18/2017</i>
REPORTS AND RECOMMENDATIONS	Donation from the General Federation of Women's Clubs in the amount of \$829.99 to the Fire Department	ITEM NUMBER <i>G.I.C.</i>

The Franklin Fire Department has received a donation from the General Federation of Women's Clubs (GFWC) in the amount of \$829.99. The contributions are from the following organizations, and are intended to fund the purchase of a Pediatric Advanced Life Support kit for Med-281:

GFWC Lakeshore District:	\$500.00
Women's Club of Shorewood:	\$ 75.00
GFWC Past District Officer's Club:	\$254.99

Med 281 was placed in service as Franklin's fourth Advanced Life Support (Paramedic) ambulance on April 15, 2017. The Pediatric kit contains all of the tools, equipment, and supplies necessary to treat critically ill pediatric patients. The supplies and equipment are stored and grouped according to patient weight, which is a critical factor in determining equipment size and drug dosages for pediatric patients.

COUNCIL ACTION REQUESTED

Request approval to accept \$829.99 in donations from the General Federation of Women's Clubs, to be used toward funding a Pediatric Advanced Life Support supply kit.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>4/18/2017</i>
REPORTS & RECOMMENDATIONS	DONATIONS TO THE FRANKLIN POLICE DEPARTMENT	ITEM NUMBER <i>G.I.d.</i>

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

1) \$18,000.00 donation from the Franklin Police Department Citizen Academy Alumni Association - to be put toward the K9 Donation Fund

COUNCIL ACTION REQUESTED

Motion to accept this \$18,000.00 donation from FPD Citizen Academy Alumni Association to be deposited into the Police Canine Donation Account.

Police Department - RO

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>4/18/2017</i>
REPORTS AND RECOMMENDATIONS	Donation from Franklin Lions Club Foundation in the amount of \$500.00 to the Fire Department	ITEM NUMBER <i>B.I.E.</i>

The Franklin Fire Department has received a donation from the Franklin Lions Club in the amount of \$500.00. The donation is intended to cover costs associated with providing CPR classes to the public. Programs provided through partnerships such as this have an immediate and significant positive impact on the safety of the community; and help to further the Mission of the Franklin Fire Department.

COUNCIL ACTION REQUESTED

Request approval to accept \$500.00 donation from the Franklin Lions Club Foundation, to be used toward funding CPR instructional materials.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>4/18/2017</i>
REPORTS AND RECOMMENDATIONS	Request Council approval of Affiliation Agreement to allow the Franklin Fire Department to be a Clinical Education Setting for Waukesha County Technical College, for the purposes of providing field experience for paramedic students.	ITEM NUMBER <i>G. 2.</i>

Background:

The attached agreement would allow the Franklin Fire Department to partner with the Waukesha County Technical College (WCTC) to provide a field experience setting for paramedic students. The Department has similar agreements in place with Gateway Technical College, and the Milwaukee Area Technical College (MATC). WCTC's paramedic training program is geared toward students who are seeking full-time employment in the fire/EMS field, and could serve the Department as recruitment tool for future hiring processes. .

There is also the potential for FFD to send its remaining (or future hire) EMT-Basics for paramedic training through the WCTC program, should that training schedule prove more fiscally advantageous than the Milwaukee County EMS training program. The agreement also would further enhance the cooperative training relationship between FFD and the technical schools throughout the region.

The agreement has been reviewed by the City Attorney's office, with revisions incorporated and agreed upon by both City Staff and WCTC Corporate Council. The Fire Chief recommends approval.

COUNCIL ACTION REQUESTED

Request Council approval of Affiliation Agreement for Practicum Experience, to allow FFD to serve as a field training sight for WCTC's paramedic training program.

CLINICAL AFFILIATION AGREEMENT FOR HEALTH OCCUPATIONS

This Agreement is made effective this _____ day of _____, 20____ ("Effective Date") by and between the WAUKESHA COUNTY TECHNICAL COLLEGE, a Wisconsin institution for technical education and training ("WCTC"), and The City of Franklin, WI Fire Department, a Wisconsin clinical education setting ("Clinical Education Setting").

WITNESSETH

WHEREAS, WCTC administers educational curricula for various health occupations (each a "Program" and collectively the "Programs"), and seeks to provide, as part of the Program curricula, supervised clinical experiences for WCTC students enrolled in the Programs ("Students"); and

WHEREAS, the Clinical Education Setting serves patients in various health services through the provision of medical or other services consistent with the one or more Programs, and seeks to train future health care practitioners by providing Students with supervised clinical experiences at the Clinical Education Setting sites, consistent with the educational objectives of Students and WCTC; and

WHEREAS, WCTC and the Clinical Education Setting have determined that each may best accomplish its objectives by mutual assistance, and seek to describe their affiliation in this Agreement combined with one or more Program Addenda attached (or that later may be attached) to and made a part of this Agreement;

NOW THEREFORE, in consideration for the mutual promises contained herein, WCTC and the Clinical Education Setting agree as follows:

AGREEMENT

1. **WCTC RIGHTS AND RESPONSIBILITIES.** In addition to its rights and responsibilities described elsewhere in this Agreement, WCTC shall have the following rights and responsibilities:

1.1 **Preparation of Students for Clinical Placement.** WCTC shall ensure, through qualified faculty, that each Student assigned to the Clinical Education Setting is adequately prepared to benefit from such assignment. A Student's preparedness shall be measured by: (i) academic performance indicating an ability to understand what Student will observe and/or perform during the clinical placement; and (ii) appreciation of the nature and seriousness of the work Student will observe and/or perform.

1.2 **Assigning Students to the Clinical Education Setting.** After receiving from the Clinical Education Setting the number of placements available for Students, WCTC shall select Students to be assigned to the Clinical Education Setting. WCTC shall notify the Clinical Education Setting of the Students assigned to the Clinical Education Setting, and each Student's availability for participation in clinical experiences.

1.3 **Educational Coordinator.** WCTC shall appoint a faculty member to serve as Educational Coordinator for each Program, and shall communicate his or her name, title and telephone number to the Clinical Education Setting. The Educational Coordinator shall be responsible for overall management of the Students' educational experience, and may be assigned as Educational Coordinator for one or more Programs.

1.4 **Professional Liability Insurance.** WCTC shall provide to each Student assigned to the Clinical Education Setting professional liability insurance pursuant to Section 8.1 of this Agreement. This coverage shall be provided at no cost to the Clinical Education Setting.

1.5 Accreditation and Licensure. WCTC shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational institution; (ii) all licensures and approvals from the State of Wisconsin necessary to the applicable Program; and (iii) full and unrestricted accreditation of the Programs from the accrediting organization specified in the applicable Program Addendum. WCTC shall promptly notify the Clinical Education Setting of any change in its accreditation or licensure status.

1.6 Background Investigative Disclosure. If required, responsibility for background investigative disclosure, pursuant to the Wisconsin Caregiver Background Check Law, shall be as described in the Program Addendum.

2. CLINICAL EDUCATION SETTING RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, the Clinical Education Setting shall have the following rights and responsibilities:

2.1 Number of Placements. The Clinical Education Setting shall have sole discretion to determine its capacity to accept Students for clinical placement under this Agreement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of clinical supervision that the Clinical Education Setting can provide over a period of time, or other such description of capacity. The Clinical Education Setting shall communicate such capacity to WCTC before Students may be assigned to the Clinical Education Setting.

2.2 Site Coordinator. The Clinical Education Setting shall appoint an employee to serve as a coordinator at the site for each Program (for purposes of this Agreement, the "Site Coordinator" and as may be described in the Program Addendum), and shall communicate his or her name, title and telephone number to WCTC. The Site Coordinator shall be responsible for overall management of the experience at the Clinical Education Setting, and may be assigned as Site Coordinator for one or more Programs.

2.3 Orientation. The Clinical Education Setting shall provide WCTC faculty and Students with a comprehensive orientation to the Clinical Education Setting, including all applicable policies and procedures and expectations of the Clinical Education Setting, and a tour of the physical plant. Such orientation shall include a comprehensive orientation to the Clinical Education Setting's emergency and safety protocols and policies and other orientation activities as may be mutually agreed to by WCTC and Clinical Education Setting as set forth in any Program Addendum attached hereto.

2.4 Qualified Supervision. Clinical Education Setting shall assure that a qualified practitioner supervises each Student. A practitioner shall be qualified if he or she: (i) maintains licensure or certification as appropriate for the particular Program; (ii) possesses adequate experience; (iii) demonstrates competence in the area of practice; and (iv) demonstrates interest and ability in teaching. The student to practitioner ratio shall not exceed that ratio specified in the applicable Program Addendum, if any.

2.5 Student Access to the Clinical Education Setting and Patients. The Clinical Education Setting shall permit access by Students to any and all areas of the Clinical Education Setting as reasonably required to support Students' clinical development and as permitted under applicable law. These areas shall include, without limitation, patient care units, laboratories, ancillary departments, health science libraries, cafeteria and parking facilities.

2.6 Accreditation, Licensure and Eligibility. The Clinical Education Setting shall maintain, at all times during the term of this Agreement all qualifications necessary to provide services under this Agreement, including: (i) full and unrestricted accreditation, as appropriate and as described in the Program Addendum; (ii) all necessary licensures, certifications and approvals from the State of

Wisconsin or other authority; and (iii) if applicable, eligibility for participation in the Medicare and Medicaid programs. The Clinical Education Setting shall immediately notify WCTC of any change in the Clinical Education Setting's qualifications, accreditation, licensure or eligibility status.

2.7 Clinical Component Requirements. The clinical component offered by WCTC shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any agency that accredits, licenses, certifies or otherwise oversees the Program, other authorities identified by WCTC, and all applicable laws.

2.8 Inspections. The Clinical Education Setting shall, upon reasonable request, permit inspection of its premises by WCTC.

2.9 Final Authority. The Clinical Education Setting retains final authority for all aspects of operations at and management of the Clinical Education Setting.

2.10 Remuneration. Students may not receive remuneration for services relating to the Program and performed for or on behalf of the Clinical Education Setting.

3. JOINT RIGHTS AND RESPONSIBILITIES. In addition to their rights and responsibilities described elsewhere in this Agreement, WCTC and the Clinical Education Setting shall have the following rights and responsibilities.

3.1 Supervision and Evaluation of Students. WCTC and the Clinical Education Setting shall, in good faith, work cooperatively to assure adequate supervision and evaluation of Students while Students are on-site at the Clinical Education Setting. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Clinical Education Setting, including the Students' impact upon patients' wellbeing; (ii) the importance of abiding by the Clinical Education Setting rules and regulations; and (iii) the confidentiality of patient identities and health information. WCTC shall, if the Clinical Education Setting so desires, assure prompt feedback to the Clinical Education Setting regarding Students' evaluation of their clinical experience at the Clinical Education Setting. The Clinical Education Setting shall assure prompt feedback to WCTC regarding Students' performance at the Clinical Education Setting and additional feedback as described in the Program Addendum, if any.

3.2 Review and Evaluation of Affiliation. WCTC and the Clinical Education Setting agree to review and evaluate any and all aspects of their affiliation at periodic intervals, and to work cooperatively to establish and maintain clinical experiences that meet their respective objectives. This Agreement may be amended or modified, pursuant to Section 6 below, to reflect changes in the parties' relationship.

3.3 Nondiscrimination. WCTC and the Experience Setting shall comply with the Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and all laws protecting the rights of the disabled. Both parties will not discriminate against any faculty member, student, employee or applicant for employment or admission into a Program, on the basis of race, color, age, gender, national origin, disability or marital status.

4. STUDENT RIGHTS AND RESPONSIBILITIES. WCTC and the Clinical Education Setting shall instruct Students regarding Students' rights and responsibilities while onsite at the Clinical Education Setting. These rights and responsibilities shall include the following:

4.1 Conduct. Student shall, at all times while on the Clinical Education Setting premises, conduct himself or herself in a professional manner and shall refrain from loud, boisterous, offensive or otherwise inappropriate conduct. Student shall refrain from the improper use of alcohol or

other drugs, and shall not carry any firearms or other weapons while on the Clinical Education Setting premises. Student shall abide by all policies, rules and regulations established by the Clinical Education Setting and WCTC. Failure to abide by these policies, rules and regulations may result in the student's removal from the Clinical Education Setting.

4.2 Timeliness. Student shall report to the Clinical Education Setting at the assigned place and time. Student shall immediately inform the Clinical Education Setting and WCTC of Student's inability to report to the Clinical Education Setting as assigned.

4.3 Uniform and Identification. Student shall wear the uniform or other clothing as directed by WCTC. Student shall display proper identification as directed by the Clinical Education Setting. Student's appearance shall be, at all times, neat and clean.

4.4 Insurance. Student shall maintain comprehensive health and medical insurance or student health insurance as required under Section 8.3 of this Agreement.

4.5 Personal Expenses. While at the Clinical Education Setting, Student shall be responsible for Student's personal expenses such as meals, travel, medical care and incidentals.

4.6 Evaluation of Clinical Experience. Student shall, upon request of WCTC, or the Clinical Education Setting, provide a candid written evaluation of the clinical experience at the Clinical Education Setting including, without limitation, preparation for the on-site experience, orientation to the Clinical Education Setting and experience and supervision at the Clinical Education Setting.

5. STUDENT HEALTH POLICIES

5.1 Emergency Medical Services. If Student is injured or becomes ill while at the Clinical Education Setting, the Clinical Education Setting shall provide emergent or urgent medical care, as appropriate, consistent with the Clinical Education Setting's capability and policies. The Clinical Education Setting shall promptly notify WCTC that Student has been injured or has become ill. Student shall bear full financial responsibility for charges associated with said treatment.

5.2 Immunizations. WCTC shall assure that Student has received, before reporting to the Clinical Education Setting, appropriate immunizations and vaccines, or, in the alternative, has completed the appropriate declination of immunization form, notice of which is provided to the Clinical Education Setting.

5.3 OSHA Policies. Clinical Education Setting shall instruct Students regarding precautions and other procedures to protect Students, patients and the Clinical Education Setting personnel from blood borne and other pathogens.

6. TERM AND TERMINATION

6.1 Initial and Renewal Term. Subject to Section 6.2 below, this Agreement shall be effective as of the date set forth above ("Effective Date") and shall continue for an initial term of one academic or Program year as set forth in the Program Addendum. Thereafter, this Agreement shall automatically renew and continue in full force and effect for any and all periods during which any Student in a Program is placed at and accepted by the Clinical Education Setting. Notwithstanding the foregoing, either party may choose not to renew this Agreement at the end of the then-current Program by providing the other with not less than one hundred twenty (120) days' advance written notice of its intent not to renew prior to the end of then-current Program. In the event that either party's non-renewal of this Agreement disrupts the clinical experience of any Student(s) in a Program, the Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said

Student(s)' clinical experience. Upon notice of non-renewal by either party, no new Student may be placed at the Clinical Education Setting.

6.2 Termination. Notwithstanding Section 6.1 above, this Agreement may be terminated as follows.

A. By Mutual Agreement. WCTC and the Clinical Education Setting may terminate this Agreement at any time, and on any terms, to which they agree in writing, though the parties shall attempt, in good faith and using their best effort, to effectuate the termination to coincide with a normal academic or Program break.

B. For Cause. In the event WCTC or the Clinical Education Setting fails in any substantial manner to perform as required herein, this Agreement may be terminated as described below:

(1) Either party may terminate this Agreement at any time, upon material breach of any of its provisions by the other party; provided, however, if such breach is curable, that not less than thirty (30) days prior to termination, written notice shall be given by the non-breaching party to the breaching party that states the intention of the non-breaching party to terminate this Agreement, the nature of the material breach giving rise to termination, and shall permit the breaching party reasonable opportunity to cure such material breach to the reasonable satisfaction of the non-breaching party during said thirty (30) day period.

(2) If the material breach is not resolved to the reasonable satisfaction of the non-breaching party during the thirty (30) day period as provided in B. (1) above, the non-breaching party shall immediately give the breaching party written notice of termination of the Agreement.

(3) In the event that termination of the Agreement by the Clinical Education Setting pursuant to this Section 6.2 (B) disrupts the clinical experience of any Student(s) in a Program, the parties shall attempt, in good faith and using their commercially reasonable best efforts, to continue Students' clinical experiences and this Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Students' clinical experience. During any time period in which notice of termination has been given and existing Students are completing the Program, no new Student may be placed at the Clinical Education Setting.

C. Immediate Termination. WCTC may immediately terminate this Agreement and any and all Program Addenda if the Clinical Education Setting fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Section 2.6 of this Agreement. The Clinical Education Setting may terminate this Agreement immediately upon written notice to WCTC if WCTC fails to maintain full and unrestricted accreditation and licensure as required under Section 1.5 of this Agreement. In addition, the Clinical Education Setting may also terminate any Program Addenda if WCTC fails to maintain full and unrestricted accreditation with respect to said Program as required under the applicable Program Addendum.

6.3 Effect of Termination. Upon termination of this Agreement, no party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination.

6.4 Amendments and Modifications. This Agreement may be changed at any time with the written approval of the parties. Such amendments or modifications will be written, signed by the parties and made a part of this Agreement.

7. INDEMNIFICATION AND LIABILITY

7.1 WCTC. WCTC shall indemnify, defend and hold harmless the Clinical Education Setting, its governing board, officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by WCTC or any of its employees. WCTC shall indemnify the Clinical Education Setting for any negligent acts or omissions by any Student that may arise during the course and scope of the clinical experience as described in this Agreement and the attached Program Addenda. WCTC shall not indemnify the Clinical Education Setting for any willful acts or failures to act by any Student that may arise out of this Agreement and attached Program Addenda.

7.2 The Clinical Education Setting. The Clinical Education Setting shall indemnify, defend and hold harmless WCTC, its governing board, officers, faculty, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the Clinical Education Setting or any of its employees, agents, medical residents or members of its medical staff that may occur during or that may arise out of this Agreement.

7.3 Costs. In the event each party is found to be at fault, then each shall bear its own costs and attorney fees and its proportionate share of any judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

7.4 Survival. This Section 7 shall continue beyond the expiration, non-renewal or termination of this Agreement.

8. INSURANCE

8.1 WCTC. WCTC shall maintain, at no cost to the Clinical Education Setting, general and professional liability insurance covering WCTC as an entity and each of its employees and agents against general and professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence. WCTC agrees to list Clinical Education Setting as an additional insured on all policies required to be maintained under this Section 8.2 and to promptly provide Clinical Education Setting with evidence of such insurance upon request.

8.2 The Clinical Education Setting. The Clinical Education Setting shall maintain, at no cost to WCTC, general and professional liability insurance covering the Clinical Education Setting as an entity and each of its physician-employees, nonphysician-employees, medical residents and agents against professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence. Clinical Education Setting agrees to list WCTC as an additional insured on all policies required to be maintained under this Section 8.2 and to promptly provide WCTC with evidence of such insurance upon request.

8.3 Students. Students shall maintain, at no cost to WCTC or the Clinical Education Setting (unless either such party consents to such cost), comprehensive health and medical insurance or student health insurance. Evidence of such insurance shall be provided to WCTC and Clinical Education Setting upon request.

9. DISPUTE RESOLUTION. Any dispute arising under or in any way related to this Agreement that is not resolved by agreement of WCTC and Clinical Education Setting shall be decided exclusively by the Waukesha County Circuit, applying Wisconsin law without resort to choice of law principles. Both WCTC and Clinical Education Setting agree to jurisdiction by the Waukesha County

Circuit Court. The prevailing party in a dispute under this section shall be entitled to secure its reasonable attorney fees.

10. NOTICES AND COMMUNICATION.

10.1 Notices. All notices under this Agreement shall be given in writing and shall be deemed to have been properly given when delivered:

If to WCTC:

If to the Clinical Education Setting:

or at other such addresses as a party from time to time may designate by written notice to the other party.

10.2 Other Communications. Communications, other than notices as described in Section 10.1 above, whether written or oral, shall be directed to the appropriate WCTC Dean, Educational Coordinator or Site Coordinator as indicated in the applicable Program Addendum.

11. NON-EXCLUSIVE. The parties agree that WCTC shall be free to enter into similar agreements with other facilities, and that the Clinical Education Setting shall be free to enter into similar agreements with other educational institutions.

12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Laws of the State of Wisconsin.

13. INVALID PROVISION. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

14. ASSIGNMENT. No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the specific written consent of the other party.

15. RELATIONSHIP OF PARTIES. WCTC and the Clinical Education Setting, including their respective agents and employees, shall be, at all times, independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create a joint venture relationship, a partnership, a lease, or a landlord/tenant relationship. Should any governmental agency question or challenge the independent contractor status of WCTC, the Clinical Education Setting or their employees, both WCTC and the Clinical Education Setting, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations, irrespective of how such discussions are initiated.

16. CONFIDENTIALITY OF RECORDS

16.1 Student Records. WCTC and the Clinical Education Setting acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than WCTC. WCTC agrees to provide the Clinical Education Setting with guidance with respect to compliance with FERPA.

16.2 Patient Health Care Records. WCTC and the Clinical Education Setting acknowledge that patient health information is protected under Wisconsin law (e.g., Wis. Stat. §§ 146.82, 51.30 and 252.15) and the Health Insurance Portability and Accountability Act ("HIPAA") and its accompanying regulations. The Clinical Education Setting agrees to provide Students and WCTC with guidance with respect to compliance with these statutes and regulations.

17. NON-DISCRIMINATION. WCTC and the Clinical Education Setting shall not unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability or national origin, and shall comply with applicable anti-discriminatory laws and policies promulgated by WCTC.

18. ENTIRE AGREEMENT. This Agreement, together with the attached Program Addendum attached hereto, constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. Any amendments or other changes to the Agreement shall be valid only if in writing and signed by both parties. This Agreement supersedes any and all other agreements, in writing or oral, between the parties hereto with respect to the subject matter thereof.

THIS AGREEMENT PRESUMES THE EXECUTION OF ONE OR MORE PROGRAM ADDENDA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WCTC:

By: _____

Its: _____

Date: _____

CLINICAL EDUCATION SETTING (City of Franklin):

BY _____
Stephen R. Olson, Mayor

Dated: _____

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: _____

**PROGRAM ADDENDUM TO THE CLINICAL AFFILIATION
AGREEMENT FOR HEALTH OCCUPATIONS**

This Program Addendum is made effective this _____ day of _____, 20____ ("Effective Date") by and between _____ TECHNICAL WCTC, INC. a Wisconsin institution for technical education and training ("WCTC") and _____, a Wisconsin clinical education setting ("Clinical Education Setting").

WHEREAS, WCTC and Clinical Education Setting have executed a Clinical Affiliation Agreement for Health Occupations dated _____ ("Agreement") that describes their relationship regarding educational and clinical experiences for Students enrolled in one or more of WCTC'S health occupation programs; and

WHEREAS, the Agreement presumes the execution of a Program Addendum pertaining to each health occupations program to which it applies and any capitalized terms not defined in this Program Addendum shall have the meaning set forth in the Agreement; and

WHEREAS, the parties desire to execute this Program Addendum to effectuate the Agreement with regard to WCTC'S _____ Program ("Program");

NOW, THEREFORE, with regard to the Program, the parties agree as follows:

1. Pursuant to Section 1.3 of the Agreement, WCTC'S Educational Coordinator for the Program shall be _____.

2. Pursuant to Section 1.6 of the Agreement, all Students who are assigned to the Clinical Education Setting shall have had a background check performed under the direction of WCTC in accordance with applicable Wisconsin Caregiver Background Check Law. The background check shall include obtaining, as applicable, information from the Department of Justice, the Department of License and Regulation, the Department of Health and Family Services and from out-of-state agencies if the Student has lived outside of Wisconsin within the past three years. If the Student has a criminal record, it will be evaluated by WCTC to determine if the individual is barred from performing duties at the Clinical Education Setting. Prior to placement of the Student, WCTC will notify the Clinical Education Setting in writing of any crime of which Student has been convicted so that the Clinical Education Setting may make a determination as to whether the conviction(s) is substantially related to the duties the Student would be performing. The Clinical Education Setting may refuse placement of any Student the Clinical Education Setting believes could put its patients, employees and/or visitors at risk. WCTC hereby agrees to notify the Clinical Education Setting when WCTC becomes aware that any Student on site at the Clinical Education Setting is charged with or convicted of any crime or is investigated by any governmental agency. Both WCTC and the Clinical Education Setting understand that the Student has an ongoing duty to report to WCTC should there be any change from the initial background check.

3. Pursuant to Section 2.2 of the Agreement, the Clinical Education Setting's Site Coordinator shall be _____.

4. Pursuant to Section 2.4, responsibility for qualified supervision shall be as follows: Clinical Instructors assigned to the Program will be responsible for provision, coordination and

supervision of the clinical instruction, and the experience to be provided by Clinical Education Setting to the Students enrolled in the Program. Clinical Instructors will be licensed by the State of Wisconsin in good professional standing with at least one (1) year of experience as _____ or such higher number of years' experience as requested by accreditation agencies, and have such other qualifications and experience as agreed to by WCTC'S and Clinical Education Setting, or as required for Program accreditation by accrediting agencies and authorities.

5. Pursuant to Section 2.7 of the Agreement, the clinical component offered by WCTC shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any accreditation agency that accredits the Program, including the _____.

6. Pursuant to Section 3.1 of the Agreement, the Clinical Education Setting shall provide the following additional feedback to the Program: Evaluation of clinical performance by enrolled Students at the Clinical Education Setting will be the responsibility of the Clinical Instructors and the Clinical Education Setting. The Clinical Instructors will participate in evaluation of the Student through written communication. It is the responsibility of the Clinical Instructors to notify WCTC of performance of a Student that is less than satisfactory in a timely manner so that appropriate remediation may be initiated by the Clinical Education Setting, and if necessary, other action taken with the assistance of WCTC. WCTC, following review of written reports and input from the Clinical Education Setting concerning Student performance and coursework in the Program, will assign the final Pass-Fail grade to the Student for each clinical internship.

7. Pursuant to Section 6.1, the Agreement shall continue for an initial term of one Program year ending on _____, 20__.

8. All other terms of the Agreement shall apply, as applicable, to the Program and this Program Addendum.

9. This Program Addendum shall be effective as of the date first written above and shall continue in full force and effect for so long as the Agreement remains in full force and effect unless this Program Addendum is (a) terminated prior to termination of the Agreement pursuant to Section 6.2 of the Agreement, or (b) superseded by the execution of an amended and/or restated Program Addendum.

IN WITNESS WHEREOF, the parties have executed this Program Addendum to the Affiliation Agreement for Health Occupations as of the Effective Date.

WCTC:

By: _____

Its: _____

Date: _____

CLINICAL EDUCATION SETTING (City of Franklin):

BY _____
Stephen R. Olson, Mayor

Dated: _____

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: _____

Approval <i>Slw</i>	Council Action Sheet	MEETING DATE 4/18/17
REPORTS & RECOMMENDATIONS	A resolution requesting Milwaukee County to initiate the [jurisdictional transfer] road discontinuance vacation process for roads planned for removal or relocation within the Planned Development District No. 37 (The Rock Sports Complex) Ballpark Commons development area, to wit: vacation of CTH (K) Crystal Ridge Road between South 76 th Street and West Rawson Avenue and CTH (K) Old Loomis Road between West Rawson Avenue and approximately 160 feet southwest of West Warwick Way [and also the jurisdictional transfer as requested by Milwaukee County of the segment of CTH K from 76 th Street to approximately 560 feet northeast of Hollow Lane]	ITEM NUMBER <i>G.3.</i>

Background

In an effort to accommodate the proposed Ballpark Commons development, realignment and complete reconstruction of CTH (K) Crystal Ridge Road from South 76th Street to West Rawson Avenue and CTH (K) Old Loomis Road between West Rawson Avenue and West Warwick Way is planned. Both referenced road segments (Highlighted in green on the enclosed map) are currently under the jurisdiction of Milwaukee County. Milwaukee County requires approval of this resolution by the Franklin Common Council to initiate the [jurisdictional transfer] road discontinuance vacation process.

If the [jurisdictional transfer] road discontinuance vacation process, the Wisconsin Department of Transportation could initiate an evaluation of need for the land where roads currently reside. The intention is that the developer could acquire the land and build the development as most recently presented to the City of Franklin on March 6, 2017, with new road segments realigned and rebuilt to City standards that more effectively serve the development and access to and from new intersections along West Rawson Avenue and South 76th Street. The developer would then deed the new public roads to the City based on the conditions outlined below, including those set forth in Ordinance No. 2016-2212, and a future development agreement between the City of Franklin, the developer of Ballpark Commons, and potentially, Milwaukee County.

Agreement Conditions

As outlined in the resolution to Milwaukee County, the vacation request is contingent on execution of several actions related to the development, including:

- An agreement between Milwaukee County and the developer of Ballpark Commons that allows development of Ballpark Commons to occur on land currently owned by Milwaukee County;
- A development agreement among the City, the developer and potentially Milwaukee County;
- The grant of all of the necessary approvals from Milwaukee County and the Wisconsin Department of Natural Resources with regard to any disturbance or development of the landfill area;
- The satisfaction of all of the applicable conditions set forth in the City of Franklin Ordinance No. 2016-2212 or as amended;
- The determination of the parties to a [jurisdictional transfer] road discontinuance vacation

process agreement and the execution of a vacation agreement; and

- All of the foregoing including the Milwaukee Metropolitan Sewerage District and the Wisconsin Department of Transportation where their respective property interests and/or uses and/or regulatory authority may be involved and/or related.

Once roads are completely rebuilt with the City's approval and meeting the conditions set forth above, in the Planned Development District, and future development agreement between the developer and the City of Franklin, the developer would transfer ownership of the new road segments and rights of way to the City of Franklin. At which time, the City would be responsible for future maintenance of roads.

Notes:

- It is understood that portions of Crystal Ridge Road traverse areas of known historic landfill.
- Funds are allocated within tax increment district (TID) No. 5 to excavate soils under portions of Crystal Ridge Road and replace with clean fill.
- Condition 13 of the plan approvals granted by the City on April 4, 2016, states that any portion of public road to be owned by the City of Franklin located on any portion of the historic landfill shall be the subject of 20-year bond by the developer.
- Future maintenance costs impacts to the City have not yet been analyzed.

County Request:

Milwaukee County Department of Transportation staff has requested that the entirety of CTH (K) be included in the City's request. This includes a portion of Old Loomis Road from 76th Street east to approximately 560 feet northeast of Hollow Lane (Highlighted in pink on the enclosed map). Upon review City staff recommends against including this portion of Old Loomis Road in the request to Milwaukee County as the road segment is outside of the planned development area, is not currently planned for realignment or reconstruction and extends along and beyond the City's municipal boundary.

Possible Council Actions:

1. A resolution requesting Milwaukee County to initiate the [jurisdictional transfer] road discontinuance vacation process for roads planned for removal or relocation within the Planned Development District No. 37 (The Rock Sports Complex) Ballpark Commons development area, to wit: vacation of Crystal Ridge Road between South 76th Street and West Rawson Avenue and Old Loomis Road between West Rawson Avenue and approximately 160 feet southwest of West Warwick Way and also the jurisdictional transfer as requested by Milwaukee County of the segment of CTH K from 76th Street to approximately 560 feet northeast of Hollow Lane
2. A resolution requesting Milwaukee County to initiate the [jurisdictional transfer] road discontinuance vacation process for roads planned for removal or relocation within the Planned Development District No. 37 (The Rock Sports Complex) Ballpark Commons development area, to wit: vacation of Crystal Ridge Road between South 76th Street and West Rawson Avenue and Old Loomis Road between West Rawson Avenue and approximately 160 feet southwest of West Warwick Way
3. Other action as determined by the Common Council

Exhibits:

1. A map of area. Road segments highlighted in green include (CTH K) Crystal Ridge Road between 76th Street and West Rawson Avenue and (CTH K) Old Loomis Road between West Rawson

Avenue and approximately 160 feet southwest of West Warwick Way. The segment highlighted in pink is the additional segment of (CTH K) Old Loomis Road between 76th Street and approximately 560 feet northeast of Hollow Lane, not recommended for inclusion by staff.

2. The Ballpark Commons site plan as presented to the Common Council on March 6, 2017, show planned locations of new roads.

COUNCIL ACTION REQUESTED

Action as determined by the Common Council

RESOLUTION NO. 2017-_____

A RESOLUTION REQUESTING MILWAUKEE COUNTY TO INITIATE THE [JURISDICTIONAL TRANSFER] ROAD DISCONTINUANCE VACATION PROCESS FOR ROADS PLANNED FOR REMOVAL OR RELOCATION WITHIN THE PLANNED DEVELOPMENT DISTRICT NO. 37 (THE ROCK SPORTS COMPLEX) BALLPARK COMMONS DEVELOPMENT AREA, TO WIT: CRYSTAL RIDGE ROAD BETWEEN SOUTH 76TH STREET AND WEST RAWSON AVENUE; AND OLD LOOMIS ROAD BETWEEN WEST RAWSON AVENUE AND APPROXIMATELY 160 FEET SOUTHWEST OF WEST WARWICK WAY [; AND ALSO THE JURISDICTIONAL TRANSFER AS REQUESTED BY MILWAUKEE COUNTY OF THE SEGMENT OF CTH K FROM SOUTH 76TH STREET TO 560 FEET NORTHEAST OF HOLLOW LANE]

WHEREAS, in furtherance of Ordinance No. 2016-2212, An Ordinance to Amend Section 15-3.0442 of the Unified Development Ordinance Planned Development District No. 37 (The Rock Sports Complex) to Revise the District and to Expand the District to Encompass Certain Adjacent Area Lands to Create the "Ballpark Commons" Sports Anchored Mixed-Use Development, and upon the request of Milwaukee County, the Common Council has considered a request to Milwaukee County to initiate the [jurisdictional transfer] road discontinuance vacation process for roads planned for removal or relocation within the Planned Development District No. 37 (The Rock Sports Complex) Ballpark Commons Development area, to wit: Crystal Ridge Road Between South 76th Street and West Rawson Avenue; and Old Loomis Road Between West Rawson Avenue and approximately 160 feet southwest of West Warwick Way[; and also the jurisdictional transfer as requested by Milwaukee County of the segment of CTH K from South 76th Street to 560 feet northeast of Hollow Lane]; and

WHEREAS, a map of the area with the aforementioned road segments highlighted is annexed hereto and incorporated herein; and

WHEREAS, the Common Council having considered the request and having determined that it is reasonable and necessary for the furtherance of the Ballpark Commons Sports Anchored Mixed-Use Development and the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that request is hereby made to Milwaukee County to initiate the [jurisdictional transfer] road discontinuance vacation process for roads planned for removal or relocation within the Planned Development District No. 37 (The Rock Sports Complex) Ballpark Commons Development area, to wit: Crystal Ridge Road Between South 76th Street and West Rawson Avenue; and Old Loomis Road Between West Rawson Avenue and approximately 160 feet southwest of West Warwick Way[; and also the

jurisdictional transfer as requested by Milwaukee County of the segment of CTH K from South 76th Street to 560 feet northeast of Hollow Lane].

BE IT FURTHER RESOLVED, that the request is contingent upon the execution of an agreement between Milwaukee County and the developer of Ballpark Commons that allows development of Ballpark Commons to occur on land currently owned by Milwaukee County (Tax Key Nos.: 744-8985-002, 744-8985-001, 744-8980-001, 744-8989-000, and 744-8988-000); the execution of a development agreement among the City, the developer entities and/or persons and potentially Milwaukee County; the grant of all of the necessary approvals from Milwaukee County and the Wisconsin Department of Natural Resources with regard to any disturbance or development of the landfill area; the satisfaction of all of the applicable conditions set forth in City of Franklin Ordinance No. 2016-2212 Planned Development District No. 37, or as amended; the determination of the parties to a [jurisdictional transfer] road discontinuance vacation agreement and the execution of a [jurisdictional transfer] road discontinuance vacation agreement; and all of the foregoing including the Milwaukee Metropolitan Sewerage District and the Wisconsin Department of Transportation where their respective property interests and/or uses and/or regulatory authority may be involved and/or related.

BE IT FINALLY RESOLVED, that additionally, the City would only assume authority over the referenced road segments when an agreement is in place that includes a full rebuild and potential realignment of roads as approved by the City of Franklin, the City of Franklin's Engineering Department and the Milwaukee County Department of Transportation. If the referenced contingencies are achieved and the [jurisdictional transfer] road discontinuance vacation occurs, Milwaukee County will not be responsible for costs associated with the building, reconstruction, or maintenance of the existing or new road segments.

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

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

APPROVED:

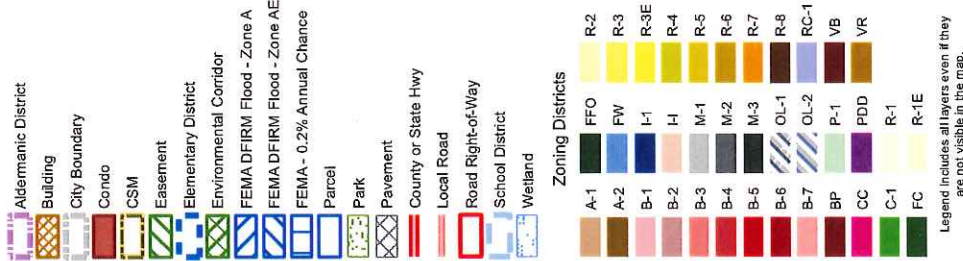
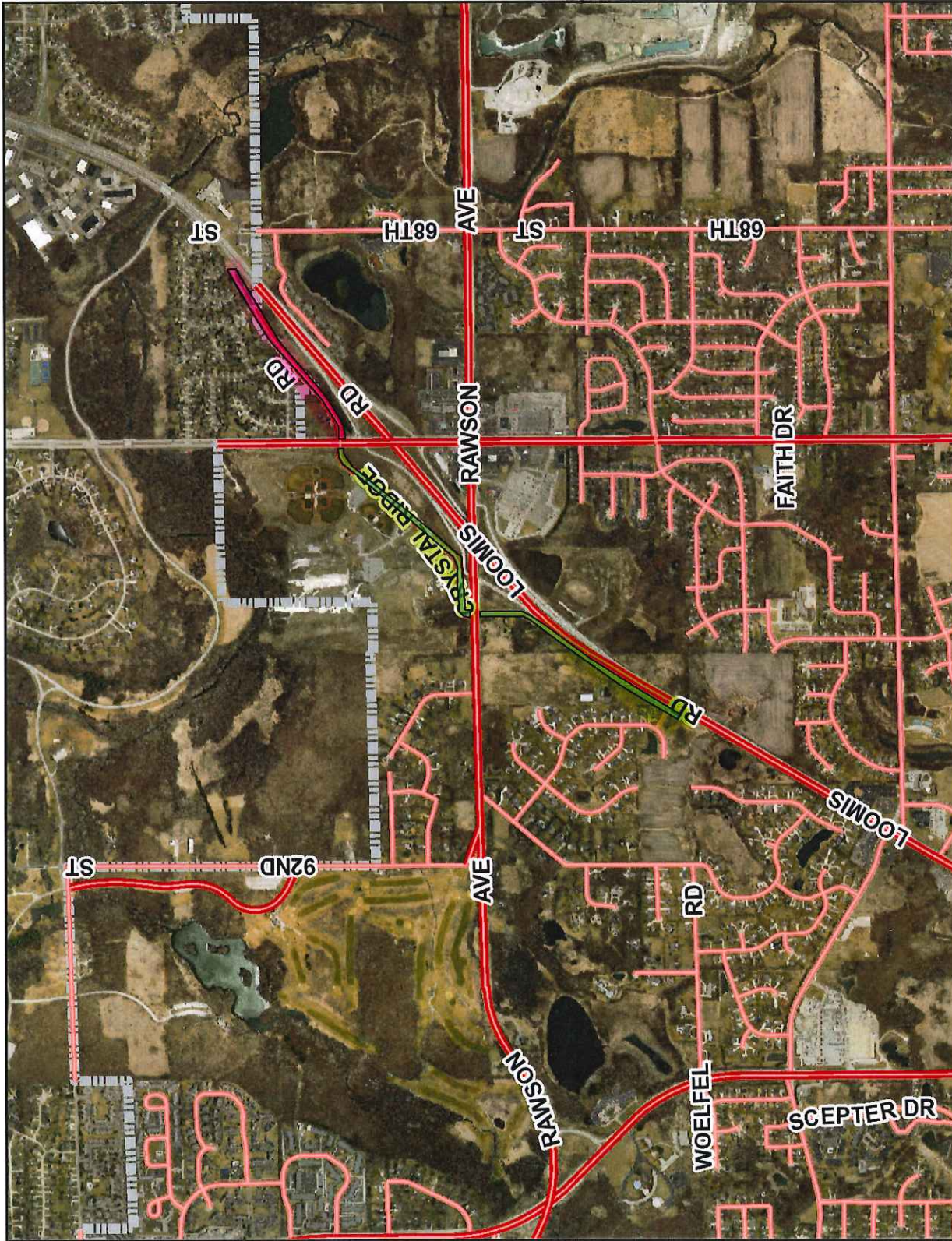
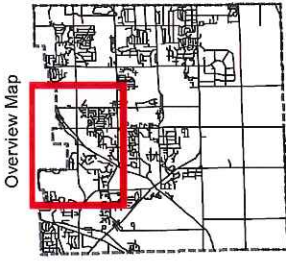
ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

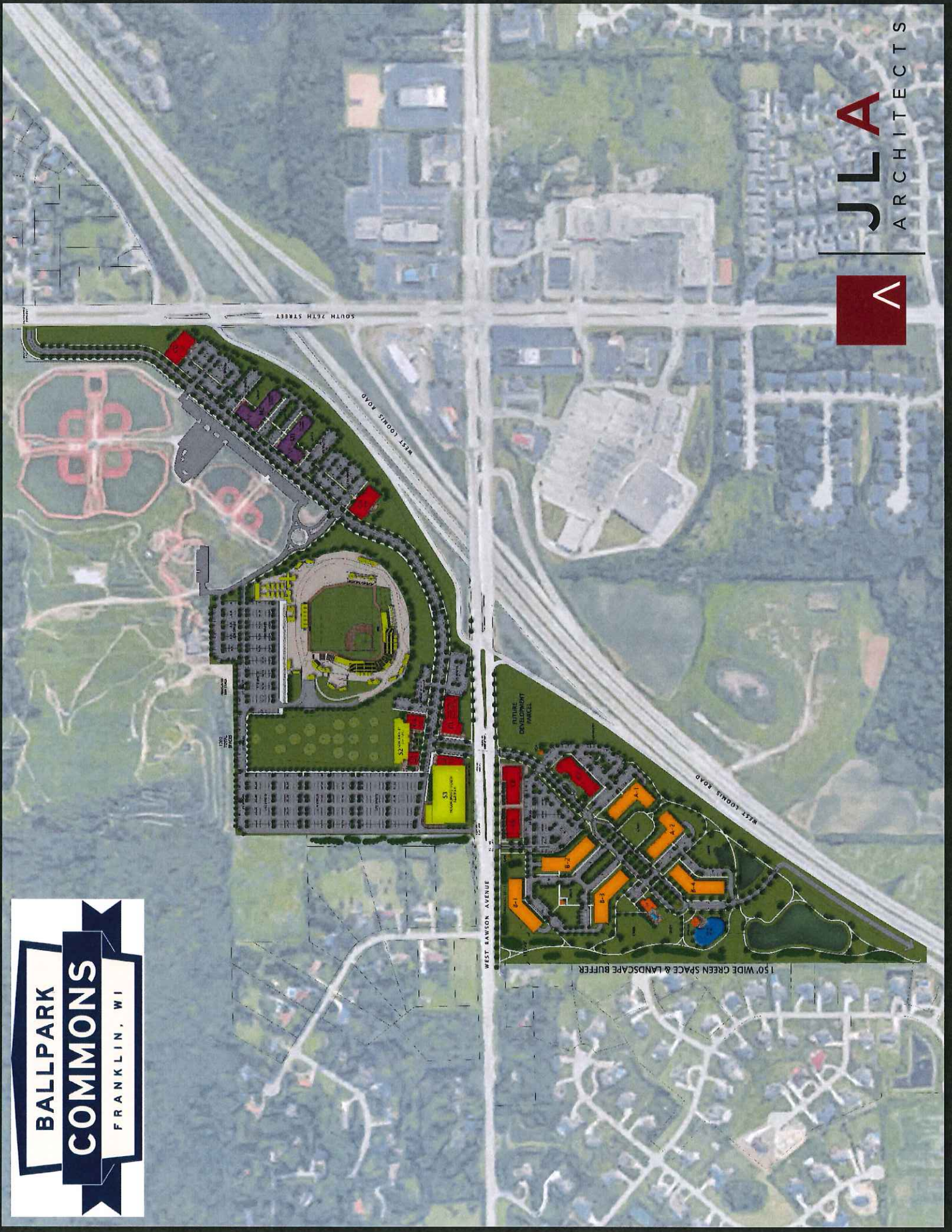
AYES _____ NOES _____ ABSENT _____

CTH K Vacation Request Ballpark Commons



The maps and information provided by the City of Franklin's Property Viewer are not legal instruments and are to be used for reference purposes only, not as a substitute for legally recorded maps, surveys, or other documents. The City of Franklin assumes no liability for any damages or loss resulting from the use or misuse of the maps and information offered through this site. The maps and information provided here may have been compiled from various state, county, municipal, and private sources, and are maintained by their sources for a wide variety of purposes. Therefore, the City of Franklin cannot guarantee the quality, content, accuracy, completeness, or currency of the information provided here. While the City of Franklin makes every attempt to provide accurate, complete, and up-to-date information, it is not responsible for any discrepancies contained herein. Each individual accesses and uses the information herein at their own risk. Use of the Property Viewer constitutes acceptance of all terms and conditions in this Disclaimer.

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JLA
ARCHITECTS

