

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/15/17
REPORTS & RECOMMENDATIONS	RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR PARK CIRCLE CONDOMINIUMS AT APPROXIMATELY 9733 SOUTH 76TH STREET (NEUMANN DEVELOPMENTS, INC., APPLICANT)	ITEM NUMBER <i>G.5.</i>

At its August 3, 2017 meeting, the Plan Commission recommended approval of a resolution conditionally approving a condominium plat for Park Circle Condominiums at approximately 9733 South 76th Street (Neumann Developments, Inc., Applicant).

COUNCIL ACTION REQUESTED

A motion to approve Resolution 2017-_____, conditionally approving a condominium plat for Park Circle Condominiums at approximately 9733 South 76th Street (Neumann Developments, Inc., Applicant).

RESOLUTION NO. 2017-_____

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
PARK CIRCLE CONDOMINIUMS AT APPROXIMATELY 9733 SOUTH 76TH STREET
(NEUMANN DEVELOPMENTS, INC., APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a condominium plat for Park Circle Condominiums (total development includes 54 duplex single-family condominiums; the plat includes three building pads for three 2-unit condominiums, the remainder of the properties being expansion lands), such plat being part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the northeast corner of the Northeast 1/4 of said Section 28; thence South 00°15'12" East along the east line of said Northeast 1/4, 1554.02 feet to the Point of Beginning; Thence continuing South 00°15'12" East along said east line, 157.59 feet; thence South 88°30'36" West, 60.01 feet to the west right of way line of South 76th Street-County Trunk Highway "U"; thence South 00°15'12" East along said west right of way line, 285.15 feet to the north line of Parcel 1 of Certified Survey Map No. 7040; thence South 88°30'36" West along said north line, 1264.54 feet to the west line of the East 1/2 of said Northeast 1/4; thence North 00°22'22" West along said west line, 670.96 feet to the south line of Parcel 1 of Certified Survey Map No. 6114; thence North 88°31 '50" East along said south line, 933.85 feet to the west line of Parcel 1 of Certified Survey Map No. 4504; thence South 00°15'12" East along said west line, 219.45 feet to the south line of said Parcel 1; thence North 89°44'48" East along said south line, 392.00 feet to the Point of Beginning, more specifically, of the property located at approximately 9733 South 76th Street, bearing Tax Key No. 896-9999-007, Neumann Developments, Inc., applicant; said Condominium Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the Department of City Development and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on August 3, 2017, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed condominium plat is appropriate for approval pursuant to law upon certain conditions and is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin, and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Condominium Plat for Park Circle Condominiums, as submitted by Neumann Developments, Inc., as described above, be and the same is hereby approved, subject to the following conditions:

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
PARK CIRCLE CONDOMINIUMS
RESOLUTION NO. 2017-_____

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1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, and that all minor technical deficiencies within the Condominium Plat be rectified, all prior to the recording of the Condominium Plat.
2. Neumann Developments, Inc., applicant, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Park Circle Condominiums development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Neumann Developments, Inc., applicant, and the Park Circle Condominiums development for the property located at approximately 9733 South 76th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The Park Circle Condominiums development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
5. Applicants shall record the revised Condominium Plat with the Milwaukee County's Office of the Register of Deeds within 60 days of Common Council approval.
6. The applicant shall apply for and obtain, concurrently with the required Special Use application, a determination from the Common Council that the public road is reasonable and necessary in the public interest and shall not require the grant of a special exception (as set forth in Ordinance No. 2016-2224). Or alternatively, demonstrate that a minimum of 70 percent of the mature woodlands onsite are protected within the Conservation Easement, or prepare a restoration plan for the woodland impacts associated with the water main extension which confirms that the remaining tree line no longer meets the criteria for protection, for Department of City Development review and approval prior to issuance of a Building Permit.
7. The trees along the north property line, including those onsite and the canopies of trees located on the property to the north, shall be illustrated and included as part of the conservation easement. Alternatively, the applicant may demonstrate that a minimum of 70% of the mature woodlands onsite are protected within the

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
PARK CIRCLE CONDOMINIUMS
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conservation easement and not protect the remaining 30%. The Condominium Plat shall be revised accordingly.

BE IT FURTHER RESOLVED, that the Condominium Plat for Park Circle Condominiums be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a condominium plat, the City Clerk is hereby directed to obtain the recording of the Condominium Plat for Park Circle Condominiums with the Office of the Register of Deeds for Milwaukee County.

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:

Stephen R. Olson, Mayor

ATTEST:

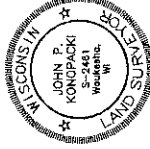
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

This instrument drafted by John P. Konopacki, PLS-Registration No. 5-2461

CONDOMINIUM PLAT OF
PARK CIRCLE

City of Franklin, Milwaukee County, Wisconsin



AUG 25, 2017

www.pinnacle-engr.com

LINE TABLE		
LINE NO.	BEARING	DISTANCE
1.1	S07°22'22"E	20.13

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	147.48	970.00	008°42'30"	N07°33'54"W	147.32
C2	204.29	130.00	006°00'00"	N07°28'10"W	183.87
C3	201.72	130.00	008°54'12"	S08°11'55"W	183.87
C4	184.54	130.00	008°42'30"	S08°11'55"W	183.87
C5	191.47	130.00	006°00'00"	N07°28'10"W	183.87
C6	184.54	130.00	008°42'30"	N07°28'10"W	183.87
C7	111.30	70.00	001°03'00"	S08°11'55"W	89.84
C8	108.82	70.00	008°54'12"	S08°11'55"W	89.84
C9	184.54	130.00	006°00'00"	N07°28'10"W	183.87
C10	184.54	130.00	008°42'30"	N07°28'10"W	183.87

LEGAL DESCRIPTION:

Part of Lot 1 of Certified Survey Map No. _____, recorded in the Register of Deeds office for Milwaukee County as Document No. _____, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Beginning at the northeast corner of Lot 1 of said Certified Survey Map No. _____; Thence South 00°15'12" East along the east line of said Lot 1, 124.00 feet to the north right of way line of West Park Circle Way; Thence South 89°44'48" West along said north right of way line, 230.82 feet to a point of curvature; Thence northwesterly 147.48 feet along the arc of a curve to the right, whose radius is 970.00 feet and whose chord bears North 65°53'54" West, 147.32 feet; Thence North 21°22'02" East, 123.50 feet to the southwest corner of Parcel 1 of Certified Survey Map No. 4504 and a north line of said Lot 1; Thence North 89°44'48" East along said north line, 332.00 feet to the Point of Beginning.

EXPANSION LAND "A" LEGAL DESCRIPTION:

Part of Lot 1 of Certified Survey Map No. _____, recorded in the Register of Deeds office for Milwaukee County as Document No. _____, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of Lot 1 of said Certified Survey Map No. _____; Thence South 89°44'48" West along the north line of said Lot 1, 332.00 feet to the Point of Beginning;

Thence South 21°22'02" West, 123.50 feet to the north right of way line of West Park Circle Way; Thence North 81°32'35" West along said north right of way line, 121.40 feet to the east right of way line of Park Circle; Thence the following courses along said north right of way line: Thence North 89°44'48" West, 230.82 feet to a point of curvature; Thence northwesterly 147.48 feet along the arc of a curve to the right, whose radius is 970.00 feet and whose chord bears North 65°53'54" West, 147.32 feet; Thence North 21°22'02" East, 123.50 feet to the southwest corner of Parcel 1 of Certified Survey Map No. 4504 and a north line of said Lot 1; Thence North 89°44'48" East along said north line, 332.00 feet to the Point of Beginning.

EXPANSION LAND "B" LEGAL DESCRIPTION:

Lot 2 of Certified Survey Map No. _____, recorded in the Register of Deeds office for Milwaukee County as Document No. _____, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

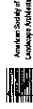
EXPANSION LAND "C" LEGAL DESCRIPTION:

Lot 3 of Certified Survey Map No. _____, recorded in the Register of Deeds office for Milwaukee County as Document No. _____, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.





Landscape Design & Installation
10000 W. National Avenue
P.O. Box 10000
Franklin, WI 53072
www.mj.slandscape.com
262.455.0007



Park Circle Condominiums

Landscape Development for
Franklin, WI

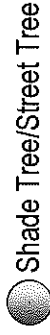
Date: July 26, 2017
Scale: AS SHOWN
Designed by: cm
Drawn by: cm

Scale:
To protect against legal liability,
this drawing is not to be used for
any other project without the
written consent of the designer.
This drawing is not to be used
as evidence in any legal proceeding
without the written consent of the
designer. This is a preliminary
drawing and is not to be used
for construction without the
written consent of the designer.

Revisions:

Sheet No. **L1**
Reference Name:

SYMBOL LEGEND



Shade Tree/Street Tree

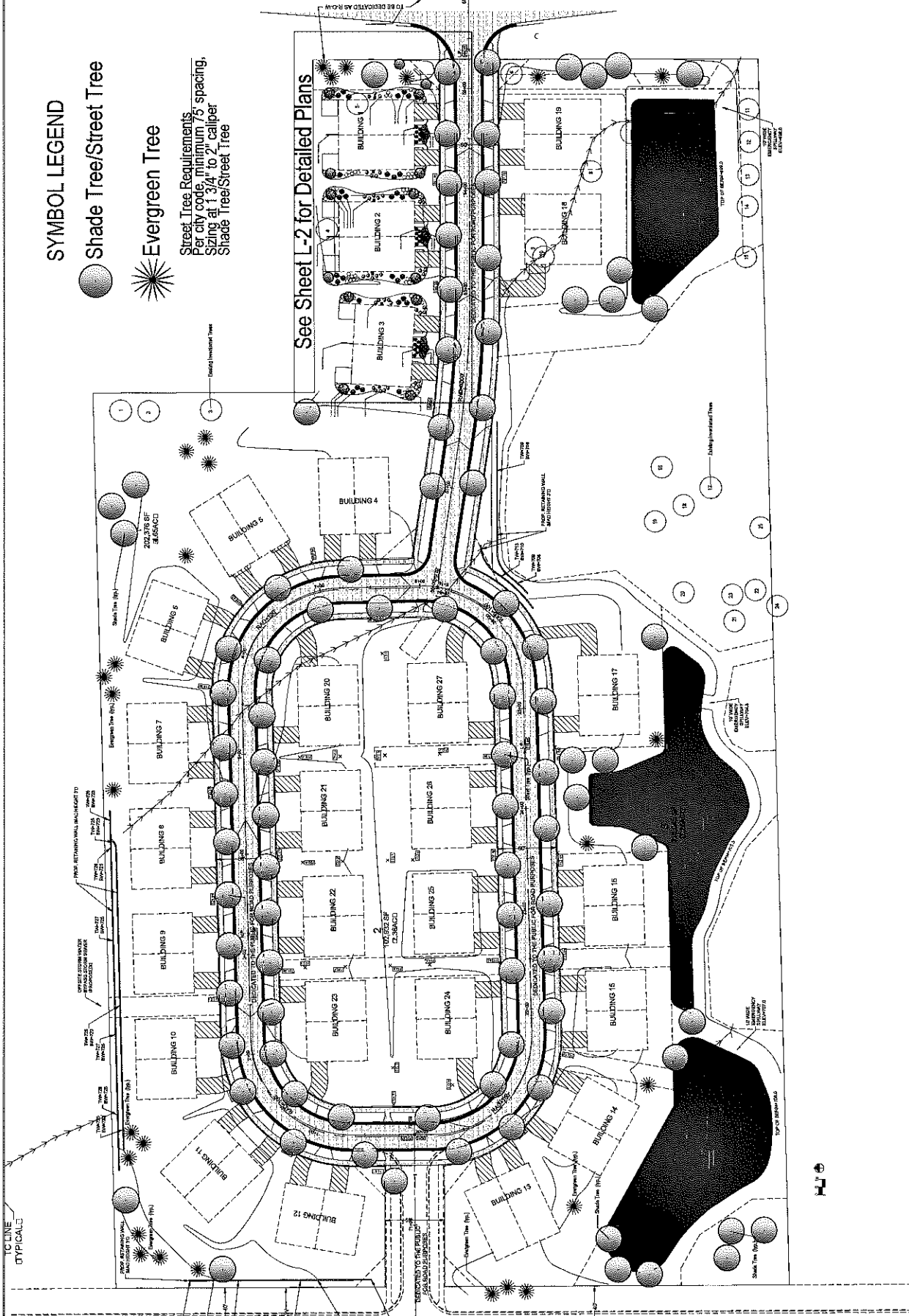


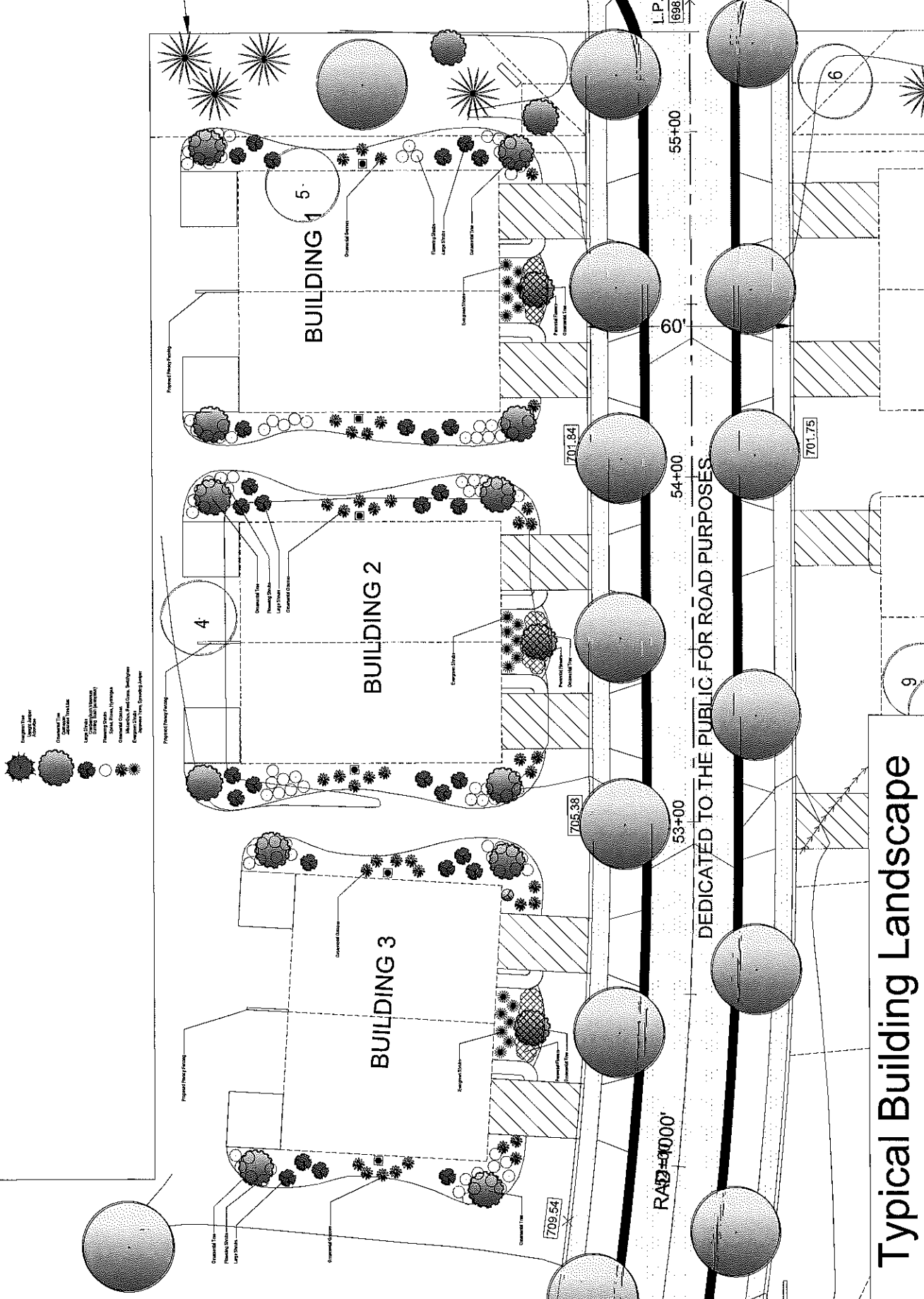
Evergreen Tree

Street Tree Requirements
per city code minimum 7/8" spacing,
Sizing at 1 3/4" to 2" caliper
Shade Tree/Street Tree

See Sheet L-2 for Detailed Plans

Master Landscape Concept





APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>8/15/2017</i>
REPORTS AND RECOMMENDATIONS	Amendment to the agreement between Milwaukee County and the City of Franklin (Fire Department) for continued participation in the County-wide provision of Advanced Life Support (Paramedic) services in 2019 and 2020.	ITEM NUMBER <i>6.6.</i>

On January 17th 2017, the Common Council voted to approve continued participation in the Milwaukee County EMS system (MCEMS); which provides medical direction, and continuing education for paramedic licensure, and some supplemental funding in order to offset some of the costs associated with providing high quality Advanced Life Support (ALS) to all county residents.

The agreement, which was negotiated between the Intergovernmental Cooperation Council and Milwaukee County, with participation and input from the Milwaukee County Association of Fire Chiefs and Milwaukee County Office of Emergency Management-EMS, was for calendar years 2017 and 2018, with an optional extension through 2020 if the Franklin Fire Department agreed to participate in certain technology initiatives.

The first initiative, which is required for continued participation, is sharing of Computer Aided Dispatch (CAD) resource/unit availability for fire and EMS apparatus. The platform for accomplishing this is called FATPOT; and initial installation, training, and start-up cost would be funded by Milwaukee County, with annual maintenance costs assumed by the participating municipalities. Franklin's calculated cost for maintenance is assessed at \$10,140 for the first year.

The FATPOT platform allows dispatchers from any participating agency to see what Fire/EMS resources are available throughout the region at any given time, and would theoretically allow any agency to dispatch the closest available resource, regardless of where the emergency is or which fire department is responding. The current agreement is for mutual aid "requests" for resources based on based on FATPOT data. Control of available resources remains with the local fire department. The Fire Chief does not anticipate that this will have any significant effect on current mutual aid responses into or out of City borders.

The second initiative is optional participation in a quality assurance dashboard called "First Watch." First Watch has the potential to combine data from CAD, Electronic Patient Care Reports (EPCRs), and GIS, allowing administrators to analyze call for service type, location, and in response data real time. As MCEMS is proposing use of First Watch, it would only integrate CAD data and would not take advantage of the full potential of the program. Due to this, the Fire Chief is not recommending participation in the First Watch option at this time. FFD also has the option of participating in First Watch under the contract of other fire departments that are already utilizing it (e.g., North Shore Fire Department) and there is little incentive in signing on under MCEMS.

The Police Chief maintains responsibility, authority, and oversight of the dispatch center and CAD. He is aware of these technology initiatives and is supportive of participation provided that adequate safeguards for data security and confidentiality are maintained, and additional operating costs are not accrued by the Police Department.

The Fire Chief recommends approval of the amendment extending the EMS contract extension through 2020, and participation in the FATPOT integrated Computer Aided Dispatch system that is required in the amendment.

COUNCIL ACTION REQUESTED

Request Council approval of an amendment extending the agreement between the City and Milwaukee County for continued participation in the Milwaukee County EMS system through 2020, with City participation in the integrated computer-aided dispatch platform (FATPOT).

Fire Department - *HB*



Milwaukee County

Office of Emergency Management
Christine Westrich, Director

AMENDMENT:

INTERGOVERNMENTAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES (EMS) (2017-2018)

July 21, 2017

The Honorable Steve Olson
Mayor
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

Dear Mayor Olson:

The current Intergovernmental Agreement between Milwaukee County and the City of Franklin for Emergency Medical Services (EMS) (2017-2018) (hereinafter referred to as the "EMS Agreement") is a two-year agreement with the option to extend, pursuant to Article VII, paragraph E., of the EMS Agreement:

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

This letter is written notice of the opportunity to extend the EMS Agreement through December 31, 2020, by participating in Milwaukee County Capital Project WO30301, Public Safety Data Interoperability. Details of the Project can be found on pp 183-184 of the 2017 Adopted Capital Improvements Budget for Milwaukee County, enclosed for reference.

Efforts in 2017 have indicated two viable vendors, FATPOT and FirstWatch (optional), to fulfill the requirements of WO30301.

FATPOT (www.FATPOT.com) offers the *FusionPlatform* product that interconnects 911 computer-aided dispatch (CAD) systems. Law enforcement agencies can use the *FusionAware* variant which aggregates CAD data for cross-jurisdictional awareness, such as identifying mutual aid responders that may already be on-scene. Fire/EMS agencies can utilize the *FusionUnify* variant, a bidirectional interface that allows for immediate resource sharing, giving dispatchers the ability to identify and request the closest resource available to an incident. A 12-minute video can be found at <http://tinyurl.com/fatpot-oem>.

OPTIONAL: FirstWatch (www.FirstWatch.net) offers a real-time data dashboard that monitors the integrated CAD data for key performance indicators, such as response times, scene times and hospital drop-offs. The dashboard can also alert users of opioid overdoses, STEMI, stroke, cardiac arrests, hazmat, or early signs of an epidemic. This system is for Fire/EMS agencies. There is a 2-minute video on the FirstWatch homepage, www.FirstWatch.net.

OEM

901 North 9th Street, Room 308; Milwaukee, WI 53233
O: 414-278-4751 | C: 414-235-1450 | F: 414-257-7919
christine.westrich@milwaukeecountywi.gov

AMENDMENT
INTERGOVERNMENTAL AGREEMENT FOR EMS SERVICES 2017-2018

Please indicate the City of Franklin's level of participation in the Milwaukee County Capital Project WO30301, Public Safety Data Interoperability:

☐ **YES, the City of Franklin will participate in WO30301, and the EMS Agreement is extended through December 31, 2020, and:**

This signed letter will serve as written notice to Milwaukee County of Franklin's two-year commitment to participate in Capital Project WO30301 Public Safety Data Interoperability with FATPOT and the subsequent municipal obligation for annual maintenance fees during that period. Estimated annual fees due to Milwaukee County are indicated in Figure 2.

Note: Estimated Milwaukee County distribution monies are shown in Figure 1. The EMS Agreement extension is for two additional years with no guarantee of funding beyond FY 2020 (See EMS Agreement Attachment A, footnote III). All Milwaukee County distributions are contingent upon the appropriation of monies in the respective year's adopted budget.

In addition to FATPOT:

☐ **YES, Franklin will participate in the optional FirstWatch program, with estimated annual fees due to Milwaukee County indicated in Figure 2.**

☐ **NO, Franklin will not participate in the optional FirstWatch program.**

☐ **NO, the City of Franklin will not participate in WO30301, and the EMS Agreement will expire on December 31, 2018.**

Signed,

Steve Olson, Mayor

Date

The City of Franklin's Point of Contact for participation:

Name: _____ Title: _____
Phone: _____ Email: _____

Please check the appropriate box(es) above, indicating level of participation in the Milwaukee County Capital Project WO30301, sign and return this Amendment within 30 business days via electronic or registered mail.

If no response is received within 30 days of the date of this letter, this Amendment and EMS Agreement extension are void. If your municipality requires approval by its governing body, please contact the undersigned at (414) 278-4751.

Sincerely yours,


Christine Westrich
Director, Office of Emergency Management (OEM)

Cc: Chief Adam Remington, Chief Richard Oliva

Enc.: Figure 1: Distribution of County \$1.5M & Estimated \$30/ALS Transport
Figure 2: Estimated Annual Fees for FATPOT and FirstWatch
2017 Adopted Capital Improvements Budget for Milwaukee County, pp 183-184: Capital Project WO30301

AMENDMENT
INTERGOVERNMENTAL AGREEMENT FOR EMS SERVICES 2017-2018

FIGURE 1

DISTRIBUTION OF COUNTY \$1.5M & ESTIMATED \$30/ALS TRANSPORT *									
	EMS AGREEMENT		ESTIMATE		EMS AGREEMENT		ESTIMATE		TOTAL
	30-30-40 FORMULA	2019	\$30/ALS TRANSPORT	2019	30-30-40 FORMULA	2020	\$30/ALS TRANSPORT	2020	
Franklin	\$ 121,392.53	\$	5,351.86	\$ 126,744.39	\$ 119,586.79	\$	-	\$	119,586.79
Greendale	\$ 6,451.71	\$	3,191.13	\$ 9,642.83	\$ 9,677.56	\$	-	\$	9,677.56
Greenfield	\$ 108,585.17	\$	10,027.07	\$ 118,612.24	\$ 105,303.26	\$	-	\$	105,303.26
Milwaukee	\$ 639,607.38	\$	63,053.66	\$ 702,661.04	\$ 658,877.82	\$	-	\$	658,877.82
North Shore	\$ 169,995.27	\$	11,011.32	\$ 181,006.59	\$ 164,366.66	\$	-	\$	164,366.66
Oak Creek	\$ 128,694.39	\$	6,282.29	\$ 134,976.68	\$ 124,745.84	\$	-	\$	124,745.84
South Milwaukee	\$ 127,003.02	\$	3,798.59	\$ 130,801.61	\$ 118,046.28	\$	-	\$	118,046.28
Wauwatosa	\$ 98,111.07	\$	9,742.56	\$ 107,853.63	\$ 98,549.35	\$	-	\$	98,549.35
West Allis	\$ 100,159.45	\$	12,541.53	\$ 112,700.98	\$ 100,846.43	\$	-	\$	100,846.43
TOTAL	\$ 1,500,000	\$	125,000	\$ 1,625,000	\$ 1,500,000	\$	-	\$	1,500,000.00

* If Contract Extension occurs.

AMENDMENT
INTERGOVERNMENTAL AGREEMENT FOR EMS SERVICES 2017-2018

FIGURE 2

MUNICIPALITY	FATPOT		FIRSTWATCH		TOTAL ANNUAL MAINTENANCE
	AGENCY	MAINTENANCE	AGENCY	MAINTENANCE	
OEM	Sheriff only	\$ 14,120.38	EMS System	\$ 6,037.33	\$ 20,157.71
City of Cudahy	Police and Fire/EMS	\$ 9,340.38	Fire/EMS	\$ 6,037.33	\$ 15,377.71
City of Franklin	Police and Fire/EMS	\$ 10,140.38	Fire/EMS	\$ 6,037.33	\$ 16,177.71
Villages of Greendale/Hales Corners	Police and Fire/EMS	\$ 9,535.38	Fire/EMS	\$ 6,037.33	\$ 15,572.71
City of Greenfield	Police and Fire/EMS	\$ 10,940.38	Fire/EMS	\$ 6,037.33	\$ 16,977.71
City of Milwaukee, Fire	Fire only	\$ 19,200.38	Already a customer	-	\$ 19,200.38
City of Milwaukee, Police *	Police only	\$ 8,754.38	Not applicable	-	\$ 8,754.38
North Shore Fire Rescue	Police and Fire/EMS	\$ 10,920.38	Already a customer	-	\$ 10,920.38
City of Oak Creek/St. Francis	Police and Fire/EMS	\$ 10,530.38	Fire/EMS	\$ 6,037.33	\$ 16,567.71
City of South Milwaukee	Police and Fire/EMS	\$ 8,540.38	Fire/EMS	\$ 6,037.33	\$ 14,577.71
City of West Allis	Police and Fire/EMS	\$ 10,335.38	Fire/EMS	\$ 6,037.33	\$ 16,372.71
City of Wauwatosa	Police and Fire/EMS	\$ 9,340.38	Fire/EMS	\$ 6,037.33	\$ 15,377.71
Village of West Milwaukee, Police *	Police only	\$ 5,151.38	Not applicable	-	\$ 5,151.38

* City of Milwaukee Police & Village of West Milwaukee Police do not operate under an EMS Agreement; these two dispatch centers operate independently from their respective fire/EMS dispatch. Participation in the Public Safety Data Interoperability project may still occur, pursuant to a separate Memorandum of Understanding between Milwaukee County OEM & each respective agency.

AMENDMENT
INTERGOVERNMENTAL AGREEMENT FOR EMS SERVICES 2017-2018

Excerpt: 2017 Adopted Capital Improvements Budget for Milwaukee County (p 183)

**2017 ADOPTED CAPITAL IMPROVEMENTS
MILWAUKEE COUNTY**

WO30301 – PUBLIC SAFETY DATA INTEROPERABILITY

An appropriation of \$275,000 is budgeted for the implementation of technology that will integrate public safety data for intelligent analytics. Financing is provided from \$150,000 in sales tax revenue and \$125,000 in tax levy.

2017 Sub-Project Addresses the following item/issue:

The Milwaukee County Office of Emergency Management (OEM) is processing renewal of the Municipal Emergency Medical Services (EMS) contract with ten (10) local fire departments for 2017-2020. If approved by the Intergovernmental Cooperation Council (ICC) and the County Board of Supervisors, tax levy that would have otherwise gone towards payments to communities for EMS, can be redirected towards defraying the costs of OEM capital projects that benefit County municipalities.¹

Prior Year Authorized Sub-Project Work Completed and/or Ongoing:

None.

2017 Sub-Project Scope of Work:

The 2017 scope of work includes the development of an integrator or intelligent hub-model which creates a data feed between 9-1-1 CAD systems.

2018 – 2021 Scope of Work:

Continuation of the project would occur through 2018. Estimated 2018 costs are approximately \$677,000 and will complete the sub-project.

Any surplus appropriations available upon completion of an approved project must be lapsed at year-end. Surplus appropriation shall not be used to expand an approved project scope without the approval of the County Board of Supervisors and the County Executive.

Staffing Plan

Milwaukee County DAS MSD staff, in cooperation with a sub-contractor, will be responsible for overall project management with specialized consulting services as needed.

¹ To reflect the anticipated changes in the EMS agreement, tax levy in the 2017 OEM operating budget was reduced by \$125,000 and 2017 financing of \$125,000 in tax levy is included in sub-project WO30301. The 2018 estimated project costs are anticipated to be financed by \$250,000 in tax levy (resulting from the anticipated changes in the EMS agreement) and \$427,000 in sales tax revenue.

AMENDMENT
INTERGOVERNMENTAL AGREEMENT FOR EMS SERVICES 2017-2018

Excerpt: 2017 Adopted Capital Improvements Budget for Milwaukee County (p 184)

**2017 ADOPTED CAPITAL IMPROVEMENTS
MILWAUKEE COUNTY**

Project No. WO303	Sub-Project No. WO30301	Sub-Project Title PUBLIC SAFETY DATA INTEROPERABILITY	4/18/2016
Requesting Department or Agency OFFICE OF EMERGENCY MANAGEMENT		Functional Group GENERAL GOVERNMENT	
Sponsoring Department or Agency DEPT OF ADMN SERVICES - INFORMATION MANAGEMENT SERVICES		Capital Category TECHNOLOGY & ELECTRONIC EQUIPMENT	

Capital Sub-Project Cost and Reimbursement Revenue By Year (2017 - 2021)

BUDGET YEAR	CAPITAL APPROPRIATION	CAPITAL REIMBURSEMENT REVENUE			NET COUNTY COMMITMENT
		FEDERAL	STATE	LOCAL/OTHER	
2017	\$275,000	\$0	\$0	\$0	\$275,000
2018	\$677,000	\$0	\$0	\$0	\$677,000
2019	\$0	\$0	\$0	\$0	\$0
2020	\$0	\$0	\$0	\$0	\$0
2021	\$0	\$0	\$0	\$0	\$0
TOTAL	\$952,000	\$0	\$0	\$0	\$952,000

Prior Year(s) Appropriations for Sub-Project (2012 - 2016)

BUDGET YEAR	CAPITAL APPROPRIATION		TOTAL APPROPRIATIONS
	ADOPTED BUDGET	APPROPRIATION TRANSFER	
2012	\$0	\$0	\$0
2013	\$0	\$0	\$0
2014	\$0	\$0	\$0
2015	\$0	\$0	\$0
2016*	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0

2017 Budget Year Financing

Federal, State and Local Aids	\$0
Sales and Use Tax Revenue	\$150,000
Property Tax Revenue	\$125,000
Miscellaneous Revenue	\$0
G.O. Bonds & Notes	\$0
Airport Reserve	\$0
Investment Earnings	\$0
PFC Revenue	\$0
Revenue Bonds	\$0
Gifts & Cash	\$0
Contributions	\$0
Other Revenue	\$0
Total Budget Year Financing	\$275,000

Capital Sub-Project Breakdown (2012 - 2021)

PROJECT BY PHASE	PRIOR YEAR(S) APPROPRIATION	2017	2018 - 2021	TOTAL
		APPROPRIATION	APPROPRIATION	APPROPRIATION
Basic Planning & Design	\$0	\$0	\$0	\$0
Construction & Implementation	\$0	\$275,000	\$677,000	\$952,000
Right-of-Way Acquisition	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0
TOTAL	\$0	\$275,000	\$677,000	\$952,000

Sub-Project Schedule

Sub-Project Schedule	Month/Year
Complete Site Acquisition	
Complete Preliminary Plan	TBD
Complete Final Plans & Specs	TBD
Begin Construction/Purchase Asset	TBD
Construction Substantially Completed	TBD
Scheduled Project Closeout	December-17

* Appropriations shown reflect the total cost of the sub-project as funded by all County, Local/Other, State, and Federal sources.
* Due to the timing of the annual budget process, 2016 only represents the Adopted Budget Appropriation(s).

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/15/17
REPORTS & RECOMMENDATIONS	ADDENDUM NO. 1 TO THE TELECOMMUNICATIONS SERVICE AGREEMENT WITH TDS FOR THE POLICE DEPARTMENT TELEPHONE AND RECORDING SYSTEM	ITEM NUMBER G.7.

The Police Department requests approval to renew the contract from TDS for the department's telephones and recording system. The common council approved a new contract at the 8/1/17 meeting of the common council but when submitted to TDS, they requested a change in terms.

The original contract called for a 3 year term of service. The new contract is for a 5 year term which the city can terminate without penalty after the third year.

According to TDS, it will result in lower costs to the city in the end as the city will be billed at the lower 5 year rate.

COUNCIL ACTION REQUESTED

Motion to approve Addendum No. 1 to the Telecommunications Service Agreement with TDS for the Police Department Telephone and Recording System.

ADDENDUM NUMBER 1
to the
TELECOMMUNICATIONS SERVICE AGREEMENT
between
TDS AND CITY OF FRANKLIN POLICE DEPARTMENT

DATED AUGUST 8, 2017

This Addendum Number 1 ("Addendum"), is made and entered into AUGUST 8, 2017, by and between TDS and CITY OF FRANKLIN POLICE DEPARTMENT ("Customer"). In the event of any conflict between the terms of this Addendum and the Telecommunications Service Agreement ("Agreement") between TDS and Customer dated AUGUST 8, 2017, the terms of this Addendum will supersede the terms of the Agreement and will be controlling. Except as expressly modified herein, the Agreement shall otherwise remain unmodified and in full force and effect.

Customer and TDS agree to modify the Agreement as set forth below:

- If Customer elects to disconnect Service and terminate the Agreement after satisfaction of a minimum of thirty-six (36) months of Service, TDS will waive any early termination charges under the Agreement. This waiver is only applicable to sixty (60) month service agreements.
- This addendum does not apply to managedIP Hosted Unified Communications, DS3 or OCN level services or equipment purchases/promotions.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date set forth above duly authorized to execute this Addendum. **This Addendum must be signed on behalf of TDS by a Manager, Director or Vice President.**

TDS

City of Franklin Police Department

Signature

Signature

Print Name

Name

Title

Title

Date

Date

Select TDS Company: TDS Metrocom, LLC

1. **Agreement.** This Telecommunications Service Agreement ("Agreement") is between TDS Metrocom, LLC ("TDS") with its principal office at 525 Junction Road Madison, WI 53717 and City of Franklin Police Department with its office at 9455 W Loomis Rd, Franklin, WI 53132 ("Customer").

The Customer hereby agrees to purchase from TDS and TDS agrees to sell the Services ("Services") identified in this Agreement or any future Amendments agreed to by the parties pursuant to the terms and conditions set forth herein. Amendments are included herein by reference as integral parts of this Agreement. If Customer wishes to change the Services or add additional Services, Customer and TDS shall execute an Amendment describing such changes or additions. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. Customer agrees that the TDS Internet Services Terms of Service, Internet Network Management, Privacy Policy, and Acceptable Use Policy [together referred to as the "TDS Internet Terms of Service"] as stated on www.tdsbusiness.com will apply to any internet Services provided under this Agreement. The TDS Internet Terms of Service are included herein by reference as integral parts of this Agreement. Further, Customer also agrees to accept the TDS End User License Agreement (for email service) if Customer chooses to use TDS-provided email service. Customer acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.

2. **Service Installation; Customer Requirements and Responsibilities.** TDS shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer's premises where TDS equipment terminates. In no event shall TDS be responsible for connecting, installing or wiring past the demarcation point. Customer agrees and acknowledges that it shall be Customer's sole responsibility to provide and arrange for all necessary wiring and equipment required to extend dial tone including phone system programming and any other related wiring or work required to implement the Services. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, a telephone, a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer's premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TDS under this Agreement. TDS is not responsible for any long distance charges associated with the use of dial-up Internet services. Customer is responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TDS. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer's passwords or access to Customer's equipment or systems with or without Customer's knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer's passwords, equipment or systems. Customer is also responsible for providing to TDS accurate, specific address and location information for all TDS telephone numbers provided (including any and all changes to such information) so that 911 calls can be properly directed to the appropriate PSAP (public safety answering point). If Customer moves the location of its voice service without the approval of TDS, then 911 calls may not transmit any information, or may otherwise send incorrect address information and/or be directed to the incorrect emergency services provider, which may result in a delay or failure of emergency services being dispatched to Customer's location.

3. **Billing.** Compensation to be paid by Customer to TDS for Services provided under this Agreement shall be established at the rate and terms provided in this Agreement and by local tariff, where applicable. The Customer agrees to pay TDS the contract amount committed to under this Agreement. All invoices are due within 30 days from date of invoice. If allowed under applicable tariff, a late charge of 1-1/2% per month, or the highest permissible amount chargeable by law, whichever is less, may be charged on any unpaid balance owed to TDS which remains unpaid for 30 days or more after the date of the invoice. In the event that any action taken by any legislative, judicial or regulatory body, or any underlying services provider that TDS utilizes to deliver the Services, directly or indirectly causes a reduction in revenue or an increase in expenses with respect to the provision of the Services, TDS shall have the right to increase the amount of Recurring Charges set forth in this Agreement upon 30 days notice. Customer shall have the right to terminate this Agreement within 30 days of notice of the change in such Recurring Charges. Customer agrees that any unlimited service is being provided based on reasonable usage, and that use of the service for auto dialers, long distance dialup access to the Internet or other information services, call centers, certain switching applications or other high volume calling applications is not permitted and will entitle TDS to terminate the Service upon written notice of the violation. TDS reserves the right to monitor Customer's usage to determine compliance with these limitations. Bundled prices represented on this Agreement may be billed separately on Customer's bill. The separate pricing may not be used with any other product or bundled products. It is the Customer's responsibility to review the monthly invoices for accurate representation of charges. Disputes concerning the accuracy of any invoice that has been paid must be brought in writing within three (3) months of the due date of the invoice.

4. **Warranty.** TDS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, TDS IS PROVIDING ALL SERVICES TO THE CUSTOMER "AS IS" AND TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED. TDS DOES NOT WARRANT THAT THE SERVICES OR RELATED PRODUCTS WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM. CONNECTIONS (SYNC-RATES) ARE RATE ADAPTIVE AND MAY BE LOWER DUE TO THE LENGTH AND CONDITION OF THE LINE. ACTUAL THROUGHPUT MAY BE LOWER DUE TO INTERNET CONGESTION, NETWORK UTILIZATION, PROTOCOL OVERHEADS OR OTHER FACTORS, WHICH CAN NOT BE CONTROLLED BY TDS. IN THE EVENT OF A POWER OUTAGE AT CUSTOMER'S LOCATION OR IF CUSTOMER'S BROADBAND SERVICE IS DOWN, SERVICES THAT ARE NOT LINE-POWERED (SUCH AS managedIP) WILL NOT OPERATE AND CUSTOMER WILL NOT HAVE ACCESS TO EMERGENCY SERVICES SUCH AS 911.

5. **Limitation of Liability.** TDS SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR DISPUTES RELATED TO THE ACCURACY OF INVOICES, THE MAXIMUM CREDIT OR REFUND A CUSTOMER MAY RECEIVE SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TDS OVER THE MOST RECENT THREE MONTH PERIOD FOR THE SPECIFIC SERVICES IN DISPUTE; FOR ALL OTHER CLAIMS TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE AMOUNT PAID BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. TDS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR ANY OMISSION OR ERROR WITH RESPECT TO CUSTOMER'S TELEPHONE DIRECTORY LISTINGS.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE PROVISION OF SERVICES OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

6. **Insecurity of the Internet.** **CONNECTION TO THE INTERNET CREATES INSECURITY.** Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software. Availability of Internet service varies and speeds advertised may not be available at all service addresses. Certain speeds are only offered in areas served by TDS Fiber. Actual speeds experienced by customers vary and are not guaranteed. Speed ranges advertised are expressed as "up to" to represent network capabilities between customer location and the TDS network. Speeds vary due to factors, including: distance from switching locations and external/internal network conditions.

7. **Default.** An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice; (b) the Customer ceases doing business as a going concern; (c) the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance of any of its obligations to TDS or any assignee arising under this Agreement, or any other agreement between the Customer and TDS and such default is not cured within 30 days of TDS providing notice of same, unless prohibited by relevant federal, state or local law.

8. **Remedies.** Upon the occurrence of an Event of Default, unless prohibited by relevant federal, state or local law, TDS may, at its option and without notice or demand, exercise all or any one or more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due, including termination charges, or to become due hereunder or under any other agreement between the Customer and TDS; (b) terminate all of its obligations arising under this Agreement, and any other agreement between Customer and TDS; (c) enter the premises where any of TDS' equipment is located and repossess all or any part of the equipment; (d) offset any amounts due TDS under this Agreement against any amounts TDS or any of its affiliates owes the Customer (or the Customer's affiliates) under any other agreement; or (e) exercise all other legal and equitable remedies which TDS may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law.

9. **Interruption of Services.** For any interruption of Service that is not due to negligence or non-compliance with any term or condition of this Agreement by Customer or the failure of operation or malfunction of facilities, power or equipment provided by the Customer, Customer will be entitled to a credit against the monthly Recurring Charge for such Service. Service will be deemed to be interrupted from the time TDS receives notice from Customer that the Service is not working until the time the Service is working. Unless provided otherwise by law or tariff, credits shall be calculated on the basis of a 30-day month and shall be credited upon Customer request against the monthly Recurring Charge for such Service as follows:

- First 30 minutes: none
- 30 minutes to 3 hours: 1/10 day
- Each additional 3 hour period (or fraction thereof): 1/5 day

If the duration of the outage is more than 24 hours, then the credit shall be the daily pro-rated amount of the Customer's monthly Recurring Charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly Recurring Charge for such Service. Credits under this provision shall be the Customer's sole remedy and TDS' sole liability for any Service outage.

10. **Support.** The following outlines TDS support boundaries and procedures for TDS Internet connectivity and access.

- 10.1 **Warranty.** Internet access equipment and/or Polycom® telephone sets purchased or leased from TDS is fully supported per the manufacturer's warranty period (individual manufacturer's warranties vary; check specific manufacturer for the warranty period). Extended warranty support programs may be available through TDS. Equipment leased or purchased from third party vendors, including vendors recommended by, are *not* supported by TDS.

10.2 Boundaries.

- 10.2.1 Purchased Equipment from TDS – The boundary is the Ethernet port on the router. Please note that the inside wiring between the Network Interface Device (NID) and the equipment is not supported.
- 10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device (NID). When TDS is able to verify circuit integrity the support boundary is met.
- 10.2.3 NOTE: Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by TDS for dedicated Internet services.

10.3 Activation.

- 10.3.1 Equipment Purchased from TDS – Customer is responsible for the configuration of equipment purchased from TDS.
- 10.3.2 Customer Provided Equipment – Configuration and installation of equipment not purchased or leased from TDS is the Customer's responsibility. TDS will provide the Customer with a list of relevant IP addresses for use in the configuration of the Customer's equipment. However, it is the Customer's responsibility to configure the equipment.
- 10.3.3 Limits – Activation is limited according to the boundaries listed in section 10.3.1 and 10.3.2 above.

10.4 Help Desk. Technical support is available **only through the TDS Help Desk.**

10.5 Unsupported Routers. Routers not purchased through TDS are unsupported. **TDS will not provide support services for unsupported routers.**

11. Term and Termination.

- 11.1 TDS will provide Customer with the Services pursuant to the rates, terms and conditions specified herein, commencing on the latter of the requested service date or the day following the date in which TDS notifies Customer that the Service is ready for use ("Service Commencement Date"). At the expiration of any Service Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however that the charges for the Service during any renewal period shall be at the then-current monthly rate charged by TDS for such Service. Unless specifically exempted, Services shall be subject to all general regulations applicable to the provision of Service and rates charged for such Service by TDS and stated in its general tariff including late payment charges, termination charges, and related expenses. Upon any termination of the Services herein, Customer shall return all TDS-owned equipment in good working condition to TDS, or Customer will be responsible for the full cost of the equipment. Customer is responsible for any damage to equipment provided by TDS.
- 11.2 Customers who terminate Service prior to the expiration of the applicable Service Term shall be liable for the repayment of any promotional credits, discounts or fee waivers including but not limited to installation fee waivers and for reimbursement of any special construction or non-recurring charges for Services or related facilities requested by Customer. Unless otherwise set forth under applicable tariff, if Customer terminates Service prior to expiration of the applicable Service Term, Customer shall pay an early termination fee equal to: (a) the difference between the amount billed Customer under this Agreement for the Services up to the date of termination, and the amount that would have been billed had the Customer been billed at the rate applicable under an agreement which had a term equal to the term between the effective date of this Agreement and the termination date; plus (b) the full purchase price of any equipment as shown above, minus the amounts already paid on a per month basis up to the date of termination. In addition, specifically with regard to Call Recording Services, Customer shall pay an early termination fee equal to 50% of the contracted monthly recurring charges for such Call Recording Services for each month remaining on the initial term. If there is a partial cancellation, any volume discounts going forward will be applied based only on the remaining volume. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other body of competent jurisdiction. Termination charges will not apply if the Customer replaces the Service with a new contract with a term equal to or greater than the original term with a minimum commitment equal to at least 75% of the original commitment level under this Agreement. Each Service designation is deemed a separate service and cancellation of any single service shall not affect the other services ordered by Customer in this Agreement. Customer agrees that the foregoing early termination fees are fair and reasonable and that TDS's provision of the Services would not be commercially viable but for these Customer commitments.

11.3 This Agreement shall remain effective until terminated in accordance with the provisions set forth herein.

12. Subsequent Additions/Deletions. For each new product or service added to this Agreement after a 60-day grace period, installation charges will apply. Installation charges for advanced business products will be quoted at the time of request on an individual case basis. Subsequent feature deletions, after a 60-day grace period, will be assessed a service order charge per account. Any preferred customer discounts, volume discounts or promotional discounts are subject to change if Customer deletes services from the original service agreement. Any adjustments in special discounts will be quoted at the time of the request on an individual case basis.

13. Special Construction. Where facilities are not available or if equipment, new facilities or changes to existing facilities are required for the provision of additional services, a special construction charge will apply in addition to the monthly service charge. Customer may be required to pay additional charges or to contract for Services beyond the normal service term, or both.

14. Insurance. Each party shall maintain Commercial Workers' Compensation Insurance as required by law and Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence covering personal injury and property damage.

15. MISCELLANEOUS.

15.1 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State where the Services are performed (without giving effect to conflicts of law).

15.2 **ATTORNEY'S FEES AND COSTS:** In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's cost and expenses (including reasonable attorney's fees).

15.3 **EXTRAORDINARY CIRCUMSTANCES:** TDS shall not be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to "Force Majeure". Force Majeure includes, but is not limited to, acts of God, strike, lockout or other interference with work, war, declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network or other telecommunications failures, including suppliers, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of TDS.

15.4 **ENTIRE AGREEMENT:** This Agreement, and any Amendments, Addenda, and Statements of Work, together with any applicable tariffs, shall constitute the entire Agreement between Customer and TDS notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to TDS. Any and all representations, promises, warranties or statements by TDS's agent(s) that differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions and otherwise, this Agreement may be amended only by a written instrument executed by both parties.

15.5 **CUSTOMER REPRESENTATIONS:** The Customer represents that the person signing this Agreement on behalf of the Customer is a duly authorized representative of the Customer and has the authority to execute this Agreement on the Customer's behalf.

15.6 **SEVERABILITY AND SURVIVAL OF TERMS:** Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of the Agreement. The following provisions shall survive any termination or expiration of this Agreement: Disclaimer of Warranties (in Section 4), Limitation of Liability (Section 5) and the Miscellaneous provisions (Section 15).

15.7 **ASSIGNMENT:** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that TDS may assign this Agreement, or any of its rights or obligations hereunder in the event of any corporate reorganization, or to any subsidiary or affiliate, any purchaser of all or substantially all of the assets of TDS, or any entity with which or into which TDS may merge or consolidate, without the consent of Customer upon written notice to Customer.

15.8 **TAXES:** In addition to the payments required hereunder, Customer shall pay all sales, use, transfer and other taxes whether federal, state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding, however, any income taxes on fees paid to TDS by Customer.

15.9 **WAIVER:** A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

15.10 **ELECTRONIC DOCUMENTS:** TDS hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. TDS may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

☐ If switching to TDS Long Distance, Customer is responsible for cancellation of current long distance carrier service.
Customer initials _____

☐ If switching to TDS provided data service, Customer is responsible for cancellation of current data service.
Customer initials _____

Authorization:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

City of Franklin Police Department

TDS

Customer Name

By: _____

Signature – Authorized Representative

By: _____

Signature – Authorized Representative

Print Name

Gail Binder

Print Name

Title

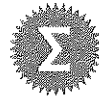
Sr Account Manager

Title

Date

Date

<p>Approval <i>slw</i></p>	<p>Council Action Sheet</p>	<p>MEETING DATE 8/15/17</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorize staff to contract Ehlers, Inc. for up to \$17,000 to conduct additional pro forma review and financial analysis of potential changes to Tax Increment District No. 5, a district associated with the Ballpark Commons development proposal</p>	<p>ITEM NUMBER <i>G.8.</i></p>
<p>Ballpark Commons is a planned sports anchored, mixed-use development at and in the vicinity of the Rock Sports Complex, 7900 Crystal Ridge Drive. On March 6, 2017, the Ballpark Commons development team presented a revised site plan to the Common Council based on potential tenants, neighbor input, market factors, and geo-technical analysis. The development team has since been working with Milwaukee County to acquire portions of the project area.</p> <p>Terms of sale between Milwaukee County and the development team and other project changes are anticipated to impact the Project Plan for Tax Increment District (TID) No. 5, the district which includes the proposed Ballpark Commons development.</p> <p>Anticipated impacts to the TID include but are not limited to:</p> <ul style="list-style-type: none"> • Replacement and upgrades to portions of the methane mitigation system currently maintained on site, dictated by the agreement between Milwaukee County and the developer, estimated to cost \$3,400,000 (note that on-going maintenance, upgrades and replacement will be handled by the separate agreement between Milwaukee County and the developer) • Revised project cost estimates including infrastructure and development incentives • Increased development value post construction from an estimated \$101,000,000 to \$116,000,000, based on site plan and building changes, discussions with potential tenants and newly taxable lands. <p>Staff requests authorization to re-contract the City's financial consultant, Ehlers, Inc., to update the financial analysis (\$4,500) for the project based on the newly available information and to conduct additional pro forma review (hourly rate, estimated to cost \$10,000 to \$12,500) to evaluate need for any anticipated increase in development incentive. For the Tax Increment Financing Services portion of the contract, this would include only a "Phase 1 – Feasibility Analysis" for a potential amendment to TID No. 5 Project Plan. Upon completion, the revised Feasibility Analysis will be presented to the Common Council for review. If the analysis determines that a full Project Plan amendment is necessary, authorization to further contract Ehlers for assistance in Phases II and III will be sought at that time.</p> <p>Funding is available for the total authorized amount of \$17,000 from funds budgeted in TID No. 5 for non-personnel services. These funds were originally designated for legal fees. If these funds are later necessary, a future budget appropriation will be required.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Authorize staff to contract Ehlers, Inc. for up to \$17,000 to conduct additional pro forma review and financial analysis of potential changes to Tax Increment District No. 5, a district associated with the Ballpark Commons development proposal</p>		



EHLERS
LEADERS IN PUBLIC FINANCE

August 10, 2017

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

Re: Written Municipal Advisor Client Disclosure with the City of Franklin ("Client") for TID #5
Amendment 2017 ("Project" Pursuant to MSRB Rule G-42)

Dear Aaron:

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

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

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

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

We look forward to working with you on this Project.

Sincerely,

Ehlers

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

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



Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

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

Other Engagements or Relationships Impairing Ability to Provide Advice

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

Affiliated Entities

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

Solicitors/Payments Made to Obtain/Retain Client Business

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

Payments from Third Parties

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

Payments/Fee-splitting Arrangements

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

Municipal Advisor Registration

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

Material Legal or Disciplinary Events

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

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

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

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

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

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

MSRB Contact Information

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

Appendix B

Tax Incremental Financing Services

Scope of Service

Client has requested that Ehlers assist Client with a review of the potential revisions to the TID budget and possible amendment to Tax Increment District #5, City of Franklin, WI ("Project") if deemed necessary. Ehlers proposes and agrees to provide the following scope of services:

Phase I – Feasibility Analysis

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

- Review the proposed budget changes as they relate to the proposed scope of the development.
- Consult with appropriate Client officials to identify the Client's objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the "but for" test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
 - A summary of the development assumptions used with respect to timing of construction and projected values.
 - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
 - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues.
 - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
 - A draft time table for the Project.
- Determine if an amendment is required to the existing project plan in order to accomplish the potential revisions to the budget.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission or governing body.

Phase II – Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission¹, governing body, and the Joint Review Board. This phase begins after receiving

¹ If Client has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of

notification from the Client to proceed, and ends after the Joint Review Board takes action on the Project. As part of Phase II services, Ehlers will:

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

the Plan Commission related to creation or amendment of the district.

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

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

Phase III – State Submittal

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

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

Compensation

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

Phase I	\$ 4,500
Phase II	\$ 7,300
Phase III	\$ 1,200
Total	\$ 13,000

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

Payment for Services

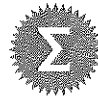
For all compensation due to Ehlers, Ehlers will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Client Responsibility

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

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

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



EHLERS
LEADERS IN PUBLIC FINANCE

August 10, 2017

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

Re: Written Municipal Advisor Client Disclosure with the City of Franklin ("Client") for Ball Park Commons Developer Proforma review ("Project" Pursuant to MSRB Rule G-42)

Dear Aaron:

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

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

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

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

We look forward to working with you on this Project.

Sincerely,

Ehlers

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

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



Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

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

Other Engagements or Relationships Impairing Ability to Provide Advice

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

Affiliated Entities

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

Solicitors/Payments Made to Obtain/Retain Client Business

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

Payments from Third Parties

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

Payments/Fee-splitting Arrangements

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

Municipal Advisor Registration

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

Material Legal or Disciplinary Events

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

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

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

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

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

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

MSRB Contact Information

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

Appendix B

Project Pro Forma Analysis and Developer Negotiations

Scope of Service

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

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

Compensation

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

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

Due to the multi purposes development and the complexity of this development, we estimate that the total billings for the Project will be in the range of \$10,000 to \$12,500. Should we find that the expected charges may exceed this estimate, we will contact the City to revisit the scope. Changes to the developer's *pro forma*, introduction of new information, preparation of alternative scenarios, and protracted negotiations are all variables that can impact the time needed to achieve Client's desired results. If we anticipate that total billings will exceed the upper range of our initial estimate, we will provide a revised estimate and request authorization prior to continuing with the work.

Payment for Services

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

Additional Services (Elective)

Though not a part of this scope of services, should a "Look Back" provision be incorporated into a development or redevelopment agreement, Client may authorize Ehlers to perform a "Look Back" analysis upon project sale or other milestone, as follows:

- Implementation of Look Back Provision. Upon authorization by Client, as a separate engagement, Ehlers will review the developer's actual cost and return numbers in accordance with the timing and terms outlined in the respective development agreement. Ehlers will inform the Client of the results and make a summary report available for Client and developer review, as authorized by the Client. This scope of services will be billed on an hourly basis, based on prevailing rates at the time of the engagement.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 8/15/2017
Reports & Recommendations	FRANKLIN SUPPORT FOR NO PARKING ON W. COLLEGE AVENUE FROM S. 27 TH STREET TO S. 35 TH STREET	ITEM NO. <i>G. 9.</i>

BACKGROUND

In 2016, the City constructed a paved shoulder pathway on the south side of W. College Avenue generally from S. 27th Street to S. 35th Street. To protect the pedestrians and allow the county to clear snow, a depressed rumble strip was installed. The County has received multiple complaints and reportedly has witnessed cars parking on the walkway and right-side passing eastbound cars waiting to turn left.

The County is planning to post no-passing signs and is considering an ordinance that would prohibit parking along this route. They have asked for support from the City.

ANALYSIS

This section of roadway is Milwaukee County right-of-way.

The County also indicated that the County would like for the City to consider installation of delineators to separate the motorists from the pedestrians. Staff is proposing an intermediate step of striping the rumble strip as red. Per the MUTCD section 3G.01, it appears that any non-white or yellow colors for this situation are acceptable.

After the posting of no parking, passing, and the City's striping, the Franklin Police Department is prepared to monitor and ticket as needed. If motorists are still crossing the rumble strip after all of those efforts, Staff will install delineators.

OPTIONS

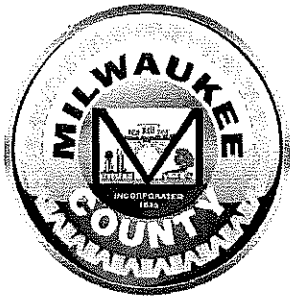
- A. Authorize Staff to forward a letter to Milwaukee County in support of no parking on the south side of W. College Avenue from S. 27th Street to S. 35th Street. or
- B. Authorize Staff to forward a letter to Milwaukee County NOT in support of no parking on the south side of W. College Avenue from S. 27th Street to S. 35th Street

FISCAL NOTE

Not applicable

RECOMMENDATION

Authorize Staff to forward a letter to Milwaukee County in support of no parking on the south side of W. College Avenue from S. 27th Street to S. 35th Street



DEPARTMENT OF TRANSPORTATION
Milwaukee County

RECEIVED
JUL 21 2017
City of Franklin
Engineering Department

Brian Dranzik

- Director
- Highway Commissioner

July 18, 2017

Glen Morrow, P.E.
City Engineer
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Mr. Morrow,

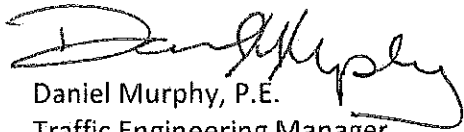
On May 10, 2017, Milwaukee County informed the City of Franklin that we were investigating concerns related to the sidewalk that the City of Franklin installed in 2016 on W. College Ave. (CTH ZZ). At that time the County offered a few recommendations to reduce concerns about the safety of the sidewalk that was installed.

Milwaukee County has heard more concerns about the sidewalk on College Ave being treated as a shoulder. If you recall the situation was that people are parking and also passing on the new sidewalk. The County will be installing no parking signage along this stretch of College Ave to from 35th to 27th if the County Board approves the no parking zone at their September meeting. The County is seeking a letter from the City of Franklin supporting the change as soon as possible. Our plan is to sign the entire stretch from 35th to 27th on the south side of the road no parking anytime and place do not pass signs in the 3400 block and in the 3100 block.

The County would still like the City to consider some sort of delineators or other methods to separate the vehicular traffic from the pedestrians. This is especially vital in the 3400 blocks where we are observing numerous vehicles pass on the sidewalk. We feel that a sign alone is unlikely to completely resolve the concerns that have been brought to our attention. The County currently plows this area as a courtesy to the City. After the installation of delineators the County would no longer plow the sidewalk.

We look forward to working with the City to promptly resolve this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Murphy". The signature is fluid and cursive, with a large initial "D" and a long, sweeping underline.

Daniel Murphy, P.E.
Traffic Engineering Manager
Milwaukee County DOT

cc: Brian Dranzik, Milwaukee County DOT
Andrea Weddle-Henning, Milwaukee County DOT

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/15/17
REPORTS & RECOMMENDATIONS	RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN AND NATURAL RESOURCE SPECIAL EXCEPTION FOR PROPERTY LOCATED AT 8225 WEST FOREST HILL AVENUE (FRANKLIN PUBLIC SCHOOL DISTRICT, APPLICANT)	ITEM NUMBER <i>G.10.</i>
<p>City Development staff recommends approval of a resolution authorizing certain officials to accept a conservation easement for and as part of the review and approval of a Site Plan and Natural Resource Special Exception for property located at 8225 West Forest Hill Avenue, Franklin Public School District, Applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2017-_____, authorizing certain officials to accept a conservation easement for and as part of the review and approval of a Site Plan and Natural Resource Special Exception for property located at 8225 West Forest Hill Avenue, Franklin Public School District, Applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.</p>		

CONSERVATION EASEMENT

Forest Park Middle School

This Conservation Easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and FRANKLIN PUBLIC SCHOOL DISTRICT, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, being part of the Northwest ¼ of the Southeast ¼ of Section 16, Township 5 North, Range 21 East, as described in Exhibit A attached portions of which are protected as depicted in Exhibits B and C attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, mature woodlands, young woodlands, wetlands and their associated buffers and setbacks, and refer to Natural Resource Investigation by Vierbicher Associates, Inc, dated July 19, 2017, which is located in the office of the Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

WHEREAS, Grantee is a "holder", as contemplated by §700.41(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62.23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

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

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

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

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

1. To view the protected property in its natural, scenic, and open condition;

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

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

1. Construct or place buildings or any structure;
2. Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
3. Excavate, dredge, grade, mine, drill, or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste, or other landscape materials, ashes, garbage, or debris;
5. Plant any vegetation not native to the protected property or not typical wetland vegetation;
6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

Notwithstanding the foregoing, Grantor reserves the right to:

1. Continue to use and maintain within the protected property the existing walking path as shown on the Site Civil Plans for the Forest Park Middle School dated _____; and
2. Construct and maintain within the wetland setback portions of the protected property the stormwater management facilities as shown on the Site Civil Plans for the Forest Park Middle School dated _____.

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

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

To Grantor:
Franklin Public School District
Attn: James Milzer, Director of Business Services
8255 West Forest Hill Avenue
Franklin, Wisconsin 53132

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

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

Franklin Public School District

By: _____
James Milzer, Director of Business Services

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

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

James Milzer as Director of Business Services of Franklin Public School District

To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said public school district.

Notary Public

My commission expires _____

Acceptance

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement. In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by §236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, A.D.20____.

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above named Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. _____, adopted by its Common Council on the ____ day of _____, 20____.

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents:

Joel Dietl, Planning Manager
Department of City Development

Date

Approved as to form only:

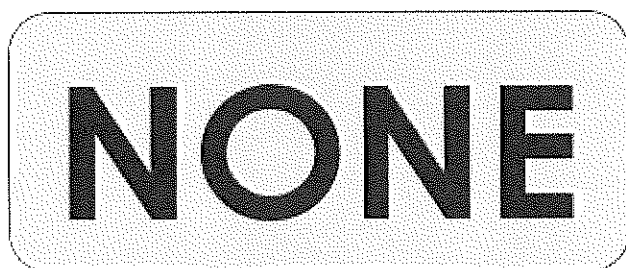
Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

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

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



Name of Mortgagee
a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN

ss

MILWAUKEE COUNTY

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

Name: _____

Notary Public, State of Wisconsin

My commission expires _____

EXHIBIT A
PROPERTY DESCRIPTION

The Northwest Quarter of the Southeast Quarter (NW1/4-SE1/4) of Section Sixteen (16), Township 05 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

EXHIBIT B

EASEMENT DESCRIPTION Part of the NW ¼ - SE ¼ of Section 16, Township 05 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Center of said Section 16; thence S00°31'53"E along the West line of the NW ¼ - SE ¼ of said Section 16, 40.00 feet to the point of beginning;

thence N88°41'19"E, 33.11 feet; thence S39°28'12"E, 23.31 feet to a point of curvature; thence 37.69 feet along the arc of a curve to the right, having a radius of 51.57 feet, a central angle of 41°52'34", and a chord N65°02'59"E, 36.86 feet to a point of compound curvature; thence 53.11 feet along the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 60°51'38", and a chord S67°55'25"E, 50.65 feet; thence S37°29'36"E, 15.00 feet; thence S28°34'10"E, 26.62 feet to a point of curvature; thence 18.84 feet along the arc of a curve to the right, having a radius of 50.000 a central angle of 21°35'15", and a chord S17°46'33"E, 18.73 feet; thence S06°58'56"E, 32.96 feet; thence S02°08'29"W, 42.14 feet; thence S17°29'25"W, 0.93 feet; thence S88°54'40"W, 5.19 feet; thence N88°40'32"W, 3.53 feet; thence N82°43'55"W, 1.50 feet; thence S78°49'09"W, 1.55 feet; thence S17°11'17"W, 2.02 feet; thence S03°55'59"E, 18.82 feet; thence S00°26'52"E, 13.82 feet; thence S01°09'50"E, 45.43 feet; thence S01°00'20"E, 54.69 feet; thence N88°29'30"E, 57.32 feet; thence N88°49'19"E, 55.92 feet; thence N88°43'26"E, 170.14 feet; thence N02°25'30"W, 13.25 feet to a point of curvature; thence 7.79 feet along the arc of a curve to the right, having a radius of 4.68 feet, a central angle of 95°17'19", and a chord N38°06'24"E, 6.92 feet; thence N88°30'10"E, 56.53 feet; thence S27°31'23"E, 33.65 feet; thence S14°22'23"E, 39.08 feet; thence S10°20'30"E, 62.05 feet; thence S01°08'19"E, 195.29 feet to a point of curvature; thence 15.15 feet along the arc of a curve to the right, having a radius of 92.04 feet, a central angle of 09°25'59", and a chord S07°51'19"W, 15.14 feet to a point of compound curvature; thence 25.16 feet along the arc of a curve to the right, having a radius of 152.81 feet, a central angle of 09°25'59", and a chord S20°22'41"W, 25.13 feet to a point of compound curvature; thence 19.79 feet along the arc of a curve to the right, having a radius of 120.21 feet, a central angle of 09°25'59", and a chord S33°41'31"W, 19.77 feet; thence S42°29'35"W, 58.34 feet; thence N58°30'35"W, 29.03 feet; thence N71°45'15"W, 36.19 feet; thence N80°02'56"W, 100.25 feet; thence S86°04'12"W, 48.06 feet; thence S75°09'32"W, 21.67 feet; thence S48°41'20"W, 34.47 feet; thence S34°17'03"W, 66.57 feet; thence S34°34'55"W, 15.79 feet; thence S75°20'44"W, 19.76 feet; thence S75°20'44"W, 47.58 feet; thence S10°36'01"E, 88.63 feet to a point of curvature; thence 71.09 feet along the arc of a curve to the right, having a radius of 529.72 feet, a central angle of 07°41'20", and a chord S07°16'43"E, 71.03 feet; thence S04°15'31"E, 37.36 feet; thence S46°58'46"E, 42.20 feet; thence S29°29'46"E, 95.44 feet; thence S04°25'07"W, 73.07 feet; thence S56°39'45"W, 53.45 feet; thence S86°20'10"E, 71.10 feet; thence S38°22'43"E, 63.48 feet; thence S23°37'50"E, 4.83 feet; thence S19°33'03"W, 9.80 feet; thence S24°41'11"W, 29.75 feet; thence S79°34'09"E, 20.31 feet; thence N41°19'16"E, 31.64 feet; thence S73°47'02"E, 64.81 feet; thence S88°32'12"E, 102.56 feet to a point of curvature; thence 48.04 feet along the arc of a curve to the right, having a radius of 30.00 feet, a central angle of 91°45'07", and a chord N35°25'19"E, 43.07 feet; thence N81°17'53"E, 21.26 feet; thence N81°12'49"E, 67.35 feet to a point of curvature; thence 22.83 feet along the arc of a curve to the right, having a radius of 30.00 feet, a central angle of 43°35'59", and a chord S76°59'12"E, 22.28 feet; thence S55°11'13"E, 24.01 feet; thence N60°06'28"E, 44.68 feet; thence N60°53'01"E, 43.11 feet to a point of curvature; thence 16.03 feet along the arc of a curve to the right, having a radius of 30.00 feet, a

central angle of 30°37'22", and a chord N76°11'42"E, 15.84 feet; thence S88°29'37"E, 28.16 feet; thence N28°22'53"W, 2.49 feet; thence N04°32'02"E, 40.39 feet to a point of curvature; thence 27.33 feet along the arc of a curve to the right, having a radius of 25.94 feet, a central angle of 60°22'03", and a chord N30°17'59"E, 26.08 feet; thence N56°03'55"E, 54.15 feet to a point of curvature; thence 28.23 feet along the arc of a curve to the right, having a radius of 30.00 feet, a central angle of 53°54'33", and a chord N83°01'12"E, 27.20 feet; thence S70°01'31"E, 16.13 feet; thence N03°02'00"E, 50.49 feet; thence N82°45'11"W, 16.65 feet to a point of curvature; thence 56.92 feet along the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 65°13'40", and a chord N50°08'21"W, 53.90 feet; thence N17°31'31"W, 65.62 feet; thence N29°55'18"W, 17.78 feet to a point of curvature; thence 47.66 feet along the arc of a curve to the left, having a radius of 63.59 feet, a central angle of 42°56'50", and a chord N27°39'01"E, 46.56 feet; thence N01°07'15"W, 81.99 feet; thence N41°38'08"E, 5.96 feet; thence N01°27'56"W, 33.88 feet; thence N65°10'02"E, 31.52 feet; thence N72°25'06"E, 49.77 feet; thence N77°40'39"E, 15.10 feet; thence S59°22'23"E, 19.90 feet; thence S65°42'31"E, 34.01 feet to Reference Point "A" and a point of curvature; thence 37.10 feet along the arc of a curve to the right, having a radius of 49.64 feet, a central angle of 42°49'02", and a chord S44°27'34"E, 36.24 feet; thence S23°12'38"E, 29.79 feet; thence N85°29'21"E, 7.04 feet; thence S89°30'31"E, 97.18 feet; thence S50°16'16"E, 41.19 feet; thence S51°30'15"E, 33.74 feet; thence N82°34'12"E, 5.25 feet; thence N84°19'17"E, 32.37 feet; thence N85°43'38"E, 51.92 feet; thence N80°18'21"E, 72.88 feet; thence S81°01'27"E, 17.76 feet; thence S36°57'11"E, 65.62 feet to the East line of the NW ¼ - SE ¼ of said Section 16; thence S00°32'22"E along said East line, 361.497 feet to the Southeast corner thereof; along the South line of the NW ¼ - SE ¼ of said Section 16, 1328.84 feet to the Southwest corner thereof; thence N00°31'53"W along the West line of the NW ¼ - SE ¼ of said Section 16, 1285.07 feet to the point of beginning. Said description contains 621,694 square feet or 14.27 acres more or less.

TOGETHER WITH Part of the NW ¼ - SE ¼ of Section 16, Township 05 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more fully described as follows: Commencing at the aforesaid Reference Point "A"; thence N77°32'20"E, 31.12 feet to the point of beginning; thence N 65°28'05"E, 7.37 feet; thence N88°00'14"E, 3.81 feet; thence S69°37'22"E, 47.50 feet; thence S60°02'47"W, 18.07 feet; thence S79°16'32"W, 21.72 feet; thence N36°49'50"W, 7.93 feet; thence N50°27'30"W, 5.81 feet; thence N23°45'05"W, 4.72 feet; thence N07°20'35"W, 5.84 feet; thence N44°31'35"W, 8.79 feet to the point of beginning. Said description contains 841 square feet or 0.02 acres more or less.

TOGETHER WITH Part of the NW ¼ - SE ¼ of Section 16, Township 05 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more fully described as follows:

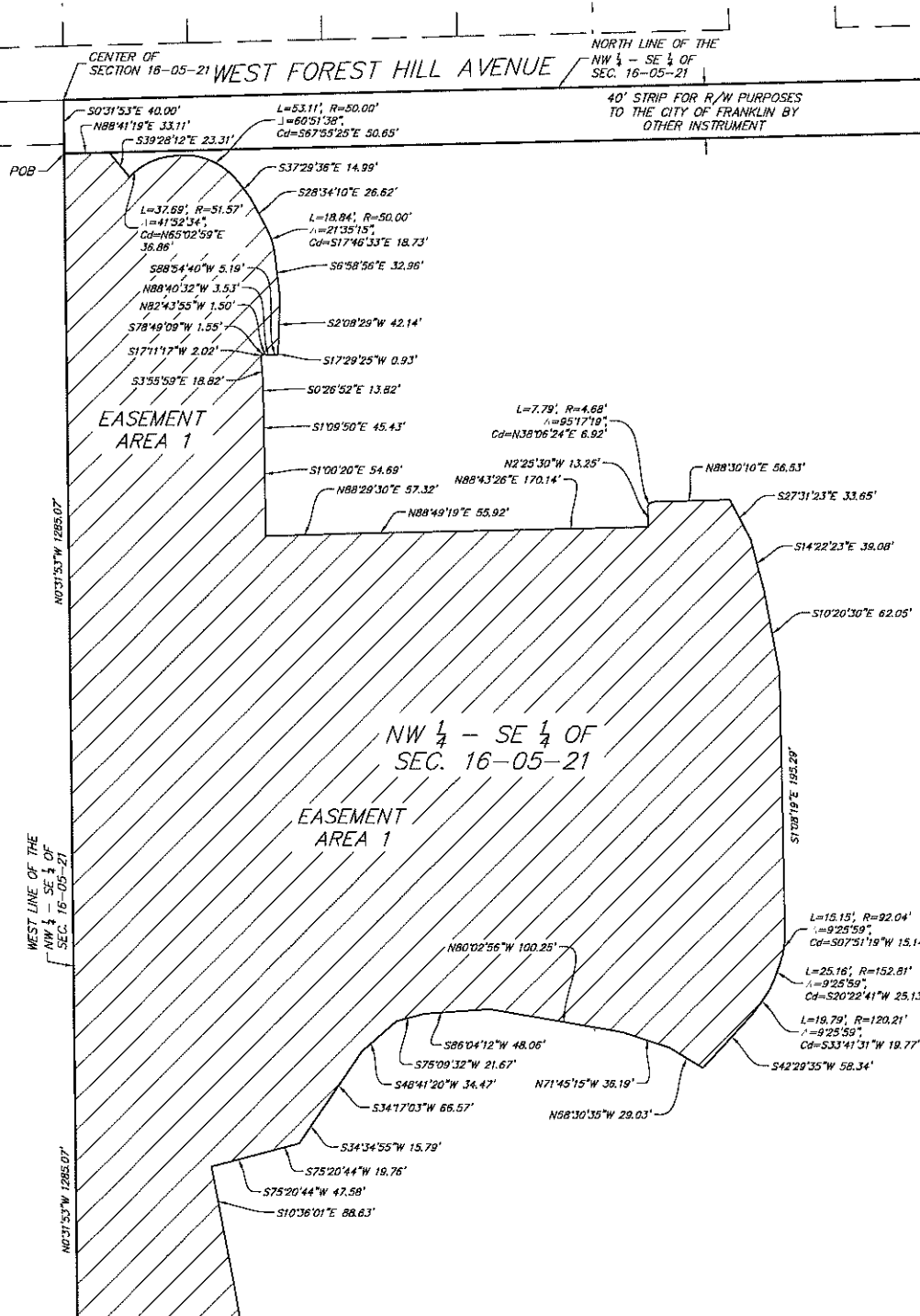
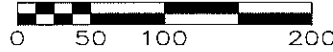
Commencing at the Northeast corner of the NW ¼ - SE ¼ of said Section 16; thence S00°32'22"E along the East line of the NW ¼ - SE ¼ of said Section 16, 262.35 feet to the point of beginning; thence continuing S00°32'22"E along the East line of the NW ¼ - SE ¼ of said Section 16, 512.32 feet; thence S56°25'41"W, 57.99 feet; thence N20°25'34"E, 51.63 feet; thence N47°45'21"W, 8.74 feet; thence N11°56'54"W, 17.56 feet; thence N19°35'58"E, 45.73 feet; thence N16°28'59"E, 10.21 feet; thence N02°24'14"W, 120.72 feet; thence N21°40'34"W, 32.38 feet to a point of curvature; thence 41.78 feet along the arc of a curve to the left, having a radius of 77.59 feet, a central angle of 30°51'01", and a chord bearing N39°17'26"W, 41.27 feet to a point of compound curvature; thence 89.87 feet along the arc of a curve to the left, having a radius of 572.12 feet, a central angle of 08°59'59", and a chord bearing N54°41'55"W, 89.77 feet; thence N60°37'23"W, 31.89 feet; thence N27°54'40"W, 27.93 feet to a point of curvature; thence 42.94 feet along the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 49°12'02", and a chord bearing N03°18'39"W, 41.63 feet; thence N21°17'22"E, 17.57 feet to a point of curvature; thence 13.80 feet along the arc of a curve to the right, having a radius of 54.01 feet, a central angle of 14°38'09", and a chord bearing N29°29'05"E, 13.76 feet; thence N08°59'36"W, 26.43 feet to a point of curvature; thence 8.66 feet along the arc of a curve to the right, having a radius of 20.25 feet, a central angle of 24°30'54", and a chord bearing N14°55'55"W, 8.60 feet; thence N04°44'24"W, 13.51 feet to a point of curvature; thence 13.05 feet along the arc of a curve to the left, having a radius of 18.48 feet, a central angle of 40°28'04", and a chord bearing N28°42'37"W, 12.78 feet; thence N49°16'03"W, 8.61 feet to a point of curvature; thence 16.84 feet along the arc of a curve to the right, having a radius of 32.94 feet, a central angle of 29°17'27", and a chord bearing N28°24'03"W, 16.66 feet; thence N12°50'19"W, 24.10 feet to a point of curvature; thence 18.81 feet along the arc of a curve to the right, having a radius of 52.12 feet, a central angle of 20°40'45", and a chord bearing N01°07'30"E, 18.71 feet; thence N10°43'59"E, 19.11 feet to a point of curvature; thence 36.86 feet along the arc of a curve to the left, having a radius of 69.50 feet, a central angle of 30°23'19", and a chord bearing N04°21'21"W, 36.43 feet to a point of compound curvature; thence 34.41 feet along the arc of a curve to the left, having a radius of 115.68 feet, a central angle of 17°02'27", and a chord bearing N36°26'35"W, 34.28 feet; thence N51°16'38"W, 11.16 feet to a point of curvature; thence 24.57 feet along the arc of a curve to the right, having a radius of 17.39 feet, a central angle of 80°57'44", and a chord bearing N05°30'12"W, 22.58 feet; thence N47°12'34"E, 23.37 feet to a point of curvature; thence 30.13 feet along the arc of a curve to the right, having a radius of 46.11 feet, a central angle of 37°26'10", and a chord bearing N72°23'40"E, 29.60 feet; thence N89°12'17"E, 118.06 feet; thence N89°00'06"E, 26.85 feet to a point of curvature; thence 38.94 feet along the arc of a curve to the right, having a radius of 112.26 feet, a central angle of 19°52'21", and a chord bearing S03°19'19"W, 38.74 feet to a point of reverse curvature; thence 114.76 feet along the arc of a curve to the left, having a radius of 559.43 feet, a central angle of 11°45'12", and a chord bearing S03°55'41"W, 114.56 feet; thence S04°58'08"W, 39.16 feet; thence N82°19'34"E, 45.44 feet; thence N84°05'41"E, 5.60 feet to the point of beginning. Said description contains 75,018 square feet or 1.72 acres more or less.

TOGETHER WITH Part of the NW ¼ - SE ¼ of Section 16, Township 05 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more fully described as follows:
Commencing at the Northeast corner of the NW ¼ - SE ¼ of said Section 16; thence S00°32'22"E along the East line of the NW ¼ - SE ¼ of said Section 16, 40.00 feet to a point lying 40.00 feet south of and perpendicular measure to the North line of the NW ¼ - SE ¼ of said Section 16; thence S88°41'19"W along a line parallel with and 40' perpendicular measure to said North line of the NW ¼ - SE ¼ of said Section 16, 244.35 feet to the point of beginning; thence S13°43'24"W, 35.56 feet to a point of curvature; thence 82.64 feet along the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 94°41'50", and a chord bearing S61°04'19"W, 73.55 feet; thence N71°34'46"W, 30.67 feet to a point of curvature; thence 42.74 feet along the arc of a curve to the right, having a radius of 93.08 feet, a central angle of 26°18'22", and a chord bearing N34°07'38"W, 42.36 feet; thence N10°04'21"W, 22.74 feet to a point lying 40.00 feet south of and perpendicular measure to the North line of the NW ¼ - SE ¼ of said Section 16; thence N88°41'19"E along a line parallel with and 40' perpendicular measure to said North line of the NW ¼ - SE ¼ of said Section 16, 129.68 feet to the point of beginning. Said description contains 7,186 square feet or 0.16 acres more or less.



EXHIBIT C

GRAPHIC SCALE FEET



10 Aug 2017 3:42p M:\Plunkett Royce\160360_Forest Park Middle School Franklin\CADD\160360 - Conservation Easement Exhibit.dwg by: mmr

vierbicher
planners | engineers | advisors

Phone: (800) 261-3898

FN: 160360
DATE: 07/26/2017
REV: 08/10/2017
Drafted By: MMAR
Checked By: MMAR

SURVEYED FOR:
FOREST PARK MIDDLE SCHOOL
8255 FOREST HILL AVENUE
FRANKLIN, WI 53132-9705

SHEET
1 OF 4

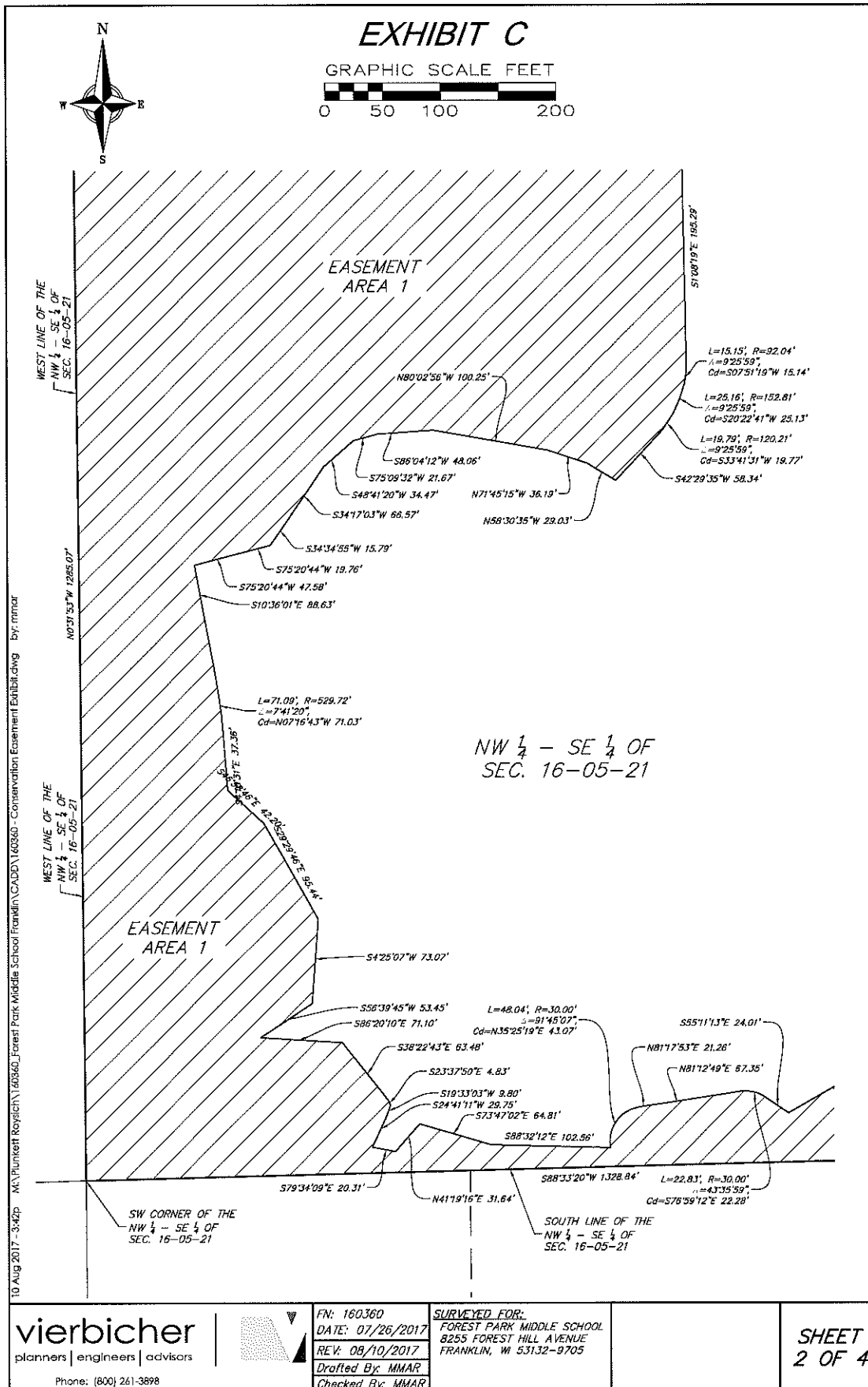
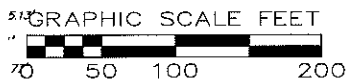
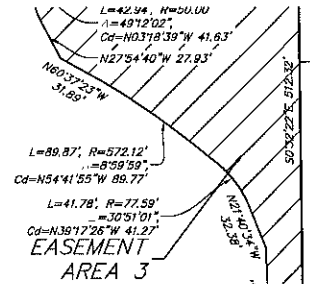
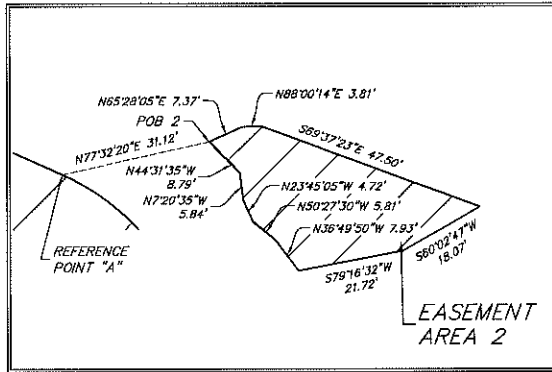
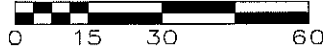




EXHIBIT C

GRAPHIC SCALE FEET



NW 1/4 - SE 1/4 OF
SEC. 16-05-21

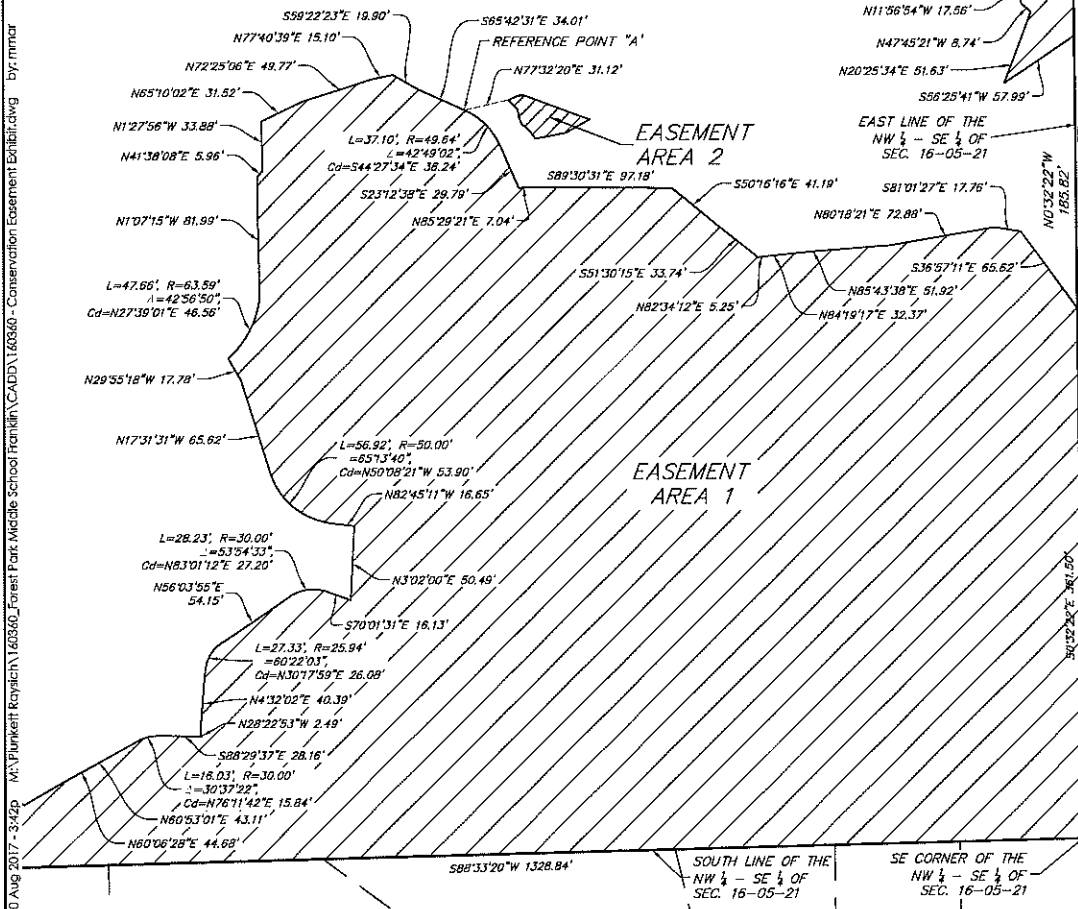
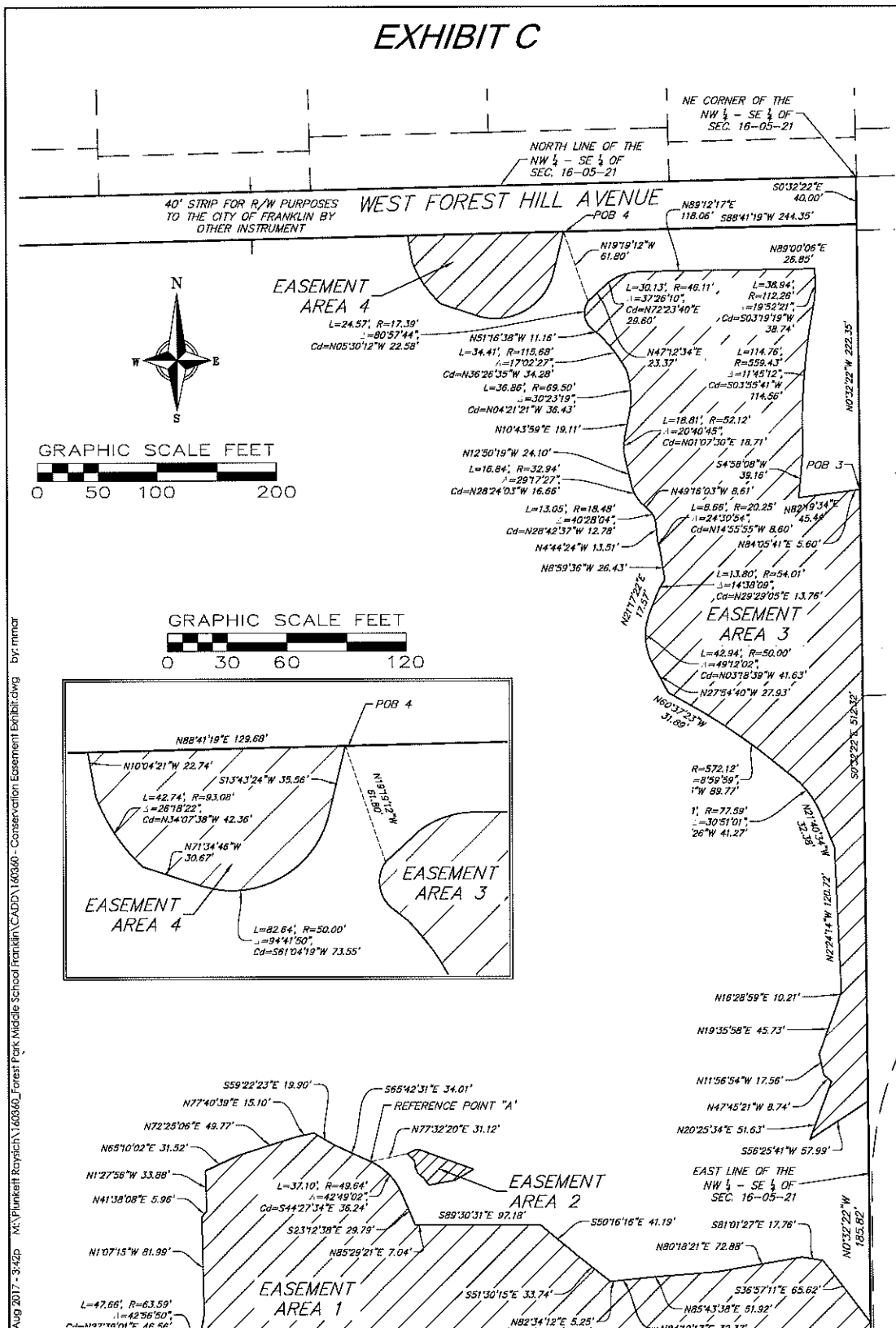


EXHIBIT C



vierbicher
planners | engineers | advisors

Phone: (800) 261-3898

FN: 160360
DATE: 07/26/2017
REV: 08/10/2017
Drafted By: MMAR
Checked By: MMAR

SURVEYED FOR:
FOREST PARK MIDDLE SCHOOL
8255 FOREST HILL AVENUE
FRANKLIN, WI 53132-9705

SHEET
4 OF 4

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i>		8/15/2017
Reports & Recommendations	A RESOLUTION FOR A CHANGE ORDER 01 TO CG SCHMIDT COMPANY IN THE AMOUNT OF \$701 FOR THE CONSTRUCTION OF THE FOOTINGS AND FOUNDATION FOR THE HISTORICAL BARN RECONSTRUCTION IN LIONS LEGEND PARK	ITEM NO. G.11.

BACKGROUND

During a preconstruction meeting with Staff, the Contractor, and the Engineer, it was observed that the foundations for the historic barn were designed to have a structure above the foundation/slab and the building would have some minimal heat. After discussion of future projects, it was also observed that the structure may not be installed prior to the 2017-2018 winter.

ANALYSIS

The Engineer provided some guidance on how to make the foundation suitable for the structure exposed to the winter elements. The contractor has provided an estimate of additional labor and materials that equates to \$701.

The Contractor and DPW are planning to start excavation and forming the project the week of August 14, 2017.

OPTIONS

Approve the Change Order 1, or Deny

FISCAL NOTE

The change order will be funded from donated resources from the Franklin Historical Society. The Finance Director will bring a budget amendment to a future council meeting.

RECOMMENDATION

A resolution for a Change Order 01 to CG Schmidt Company in the amount of \$701 for the construction of the footings and foundation for the Historical Barn Reconstruction in Lions Legend Park.

Engineering Department: GEM

STATE OF WISCONSIN; CITY OF FRANKLIN; MILWAUKEE COUNTY

RESOLUTION NO. 2017 - _____

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1
WITH CG SCHMIDT COMPANY FOR THE CONSTRUCTIONS OF THE FOOTINGS AND
FOUNDATION FOR THE HISTORICAL BARN RECONSTRUCTION IN LIONS LEGEND
PARK TO SWITCH TO FROST DEPTH FOOTINGS

WHEREAS, the Common Council awarded a contract on July 18, 2017, to CG Schmidt Company for the footings and foundation for the Historical Barn in Lions Legend Park; and

WHEREAS, the project was designed to have a completed structure above the foundation with minimal heat; and

WHEREAS, it is potential that a structure, may not be constructed above the foundation in 2017.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are authorized and directed to execute Change Order 1 on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this 15th day of August 2017 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 15th day of August 2017.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2017-7286

A RESOLUTION AWARDING A CONTRACT TO CG SCHMIDT COMPANY
IN THE AMOUNT OF \$29,684 FOR THE CONSTRUCTION
OF THE FOOTINGS AND FOUNDATION
FOR THE HISTORICAL BARN RECONSTRUCTION IN LIONS LEGEND PARK
AND REJECTING THE BID FOR CONSTRUCTION FOR THE BUILDING

WHEREAS, the City of Franklin has been working with the Franklin Historical Society ("FHS") in trying to reconstruct a historical barn in the Lions Legend Park; and

WHEREAS, the project was bid out in the summer of 2016 and one bid for \$107,829 was received and rejected as that bid exceeded the FHS's budget; and

WHEREAS, the Common Council at their meeting of June 20, 2017, authorized staff to prepare the necessary budget modification and ordinance on City participation in public construction projects with the intent that the Common Council will award the bid for construction of the footings and foundation; and

WHEREAS, this project was recently rebid under new specifications and one bid was received from the same contractor CG Schmidt in the amount of \$29,684 for the footings and foundation and \$157,960 for the construction of the Barn Museum; and

WHEREAS, those amounts exceed the funding available from the FHS; and

WHEREAS, FHS is requesting the City of Franklin accept the bid of \$29,684 by CG Schmidt Company for the construction of the footings and foundation;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that CG Schmidt Company be awarded the contract for the construction of the footings and foundations of the barn museum.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with CG Schmidt Company on behalf of the FHS and City.


Introduced at a regular meeting of the Common Council of the City of Franklin this 18th day of July, 2017 by Alderman Mayer.

2017-7286 RES (Award Contract to CG Schmidt)

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this 18th day of July, 2017.

APPROVED:



Mark Dandrea, Council President,
Presiding Officer

ATTEST:



Sandra L. Wesolowski, City Clerk

AYES 5 NOES 0 ABSENT 1 (Ald. Taylor)