

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, AUGUST 21, 2018 AT 6:30 P.M.

**REVISED

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcement: Franklin to host the Intergovernmental Cooperation Council meeting on September 10, 2018 at the Indian Community School.
- C. Approval of Minutes of Regular Common Council Meeting of August 7, 2018.
- D. Hearings.
- E. ~~Organizational Business.~~
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Consent Agenda:
 - (a) Donation from the Franklin Lioness Club to the Health Department in the amount of \$150 to be used for future programs offered to children.
 - (b) Donation from the Midwest Speleo Cave in the amount of \$276 from the entrance donations at National Night Out to be turned over to the City of Franklin Food Pantries.
 - 2. Creation of the Position of Police Recruit.
 - 3. Police and Fire Commission request to revise the job description for Police Patrol Officer.
 - 4. Retention of City Vehicles for the Purpose of Pursuit Intervention Technique ("PIT") Training.
 - ** 5. Tax Incremental District No. 6 Mixed-Use District Feasibility Analysis Report (Area G, approximately between South 112th Street and the City's Western Boundary and Between West Ryan Road and West Oakwood Road).
 - ** 6. Standards, Findings and Decision of the City of Franklin Common Council Upon the Application of the Milwaukee County Department of Administrative Services, Applicant, BPC County Land, LLC, Property Owner, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance.
 - 7. A Resolution Conditionally Approving a Preliminary Plat for Faithway Preserve Subdivision (at 7711 and 7725 South 76th Street and 7700 West Faith Drive) (Rick J. Przybyla, President of Creative Homes, Inc., Applicant).
 - 8. Exemption of Impact Fees for a Single-Family Residential Building Permit at 7853 South Ridgewood Drive per Application by Mr. Bradley Schmidt as Provided for in Section 92-9. of the Municipal Code.
 - 9. A Resolution Proposing to Increase the Levy Beyond the Amount That is Allowed Under the "Local Levy Limit" Statute for the Purpose of Enhancing Public Safety Department Services and Scheduling an Election for a Referendum to Exceed the Levy Limit for Public Safety Expenses.

Common Council Meeting Agenda
August 21, 2018
Page 2

10. A Resolution Scheduling an Election for an Advisory Referendum that Recommends the State Legislature Protect Local Businesses, Apartment Owners, and Homeowners from Property Tax Burden Shifts by Passing Legislation to Close Property Tax Loopholes Related to the "Dark Store" and Walgreens v. City of Madison Commercial Property Valuation and Taxation Interpretations.
11. Update on a Business Appreciation Event Organized by the Franklin Economic Development Commission to be Held on October 25, 2018.
12. A Resolution for Acceptance of Storm Sewer and Water Main Easements for Park Circle Condos Tax Key No. 896-9990-001, City of Franklin, Owner.
13. A Resolution to Enter Into an Intergovernmental Agreement with City of Waukesha Water Utility for the S. 60th Street Sewer Project.
14. A Resolution to Execute Contract with Greeley and Hansen for the Design of Industrial Park Lift Station Abandonment and Sewer Extension, and Authorize Phase 1 of Services for \$4,425.
15. A Resolution Authorizing Certain Officials to Execute a Right of Entry Agreement Between Waste Management of Wisconsin, Inc. and City of Franklin, for the Property Located at 10627 South 27th Street and 3001 West Elm Road.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of August 21, 2018.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

REMINDERS:

August 23	Plan Commission Meeting	7:00 p.m.
September 3	Labor Day	City Hall Closed
September 4	Common Council Meeting	6:30 p.m.
September 6	Plan Commission Meeting	7:00 p.m.
September 18	Common Council Meeting	6:30 p.m.
September 20	Plan Commission Meeting	7:00 p.m.

Sandi Wesolowski

B. 2.

Subject: FW: "Mayoral announcements"

From: Steve Olson [mailto:steve-olson@wi.rr.com]

Sent: Thursday, August 16, 2018 10:07 AM

Subject: "Mayoral announcements"

- Franklin to host the September meeting of the ICC.

Mark:

On Monday, September 10 at 1:00pm Franklin will host the monthly meeting of Milwaukee County mayors and village presidents as members of the Intergovernmental Cooperation Council and the Executive Board of the MMSD. The meeting will be held at THE INDIAN COMMUNITY SCHOOL OF MILWAUKEE on St. Martins Road. The MMSD board meeting is first at 1:00 followed immediately by the ICC meeting. There will be a lot of topics on both agendas which Mayor Olson will distribute when it's published. All aldermen are encouraged to attend. The Indian Community School will give tours of their facility after the ICC meeting. If you've never seen the school this is a great opportunity to see this world class facility.

Thanks.

Steve

Steve Olson
Mayor
City of Franklin
9229 W. Loomis Rd.
Franklin, WI. 53132
O: 414-427-7529



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C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
AUGUST 7, 2018
MINUTES

ROLL CALL

- A. The regular meeting of the Common Council was held on August 7, 2018 and called to order at 6:30 p.m. by Council President Mark Dandrea in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber and Alderman John R. Nelson. Excused was Mayor Olson. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberdia, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

CITIZEN COMMENT

- B. Citizen comment period was opened at 6:33 p.m. and closed at 6:41 p.m.

MINUTES
JULY 17, 2018

- C. Alderman Barber moved to approve the minutes of the regular Common Council Meeting of July 17, 2018 as presented at this meeting. Seconded by Alderman Taylor. All voted Aye; motion carried.

Alderman Dandrea stated he will vote as Acting Mayor.

CONSENT AGENDA
DISPOSAL OF VEHICLE

- G.1.(a) Alderman Taylor Grant the request from the Fire Department to dispose of a 2005 Chevrolet Trailblazer utility vehicle by sending it to auction, with proceeds returned to the Equipment Revolving fund. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

TREAT-OR-TREAT

- G.1.(b) Alderman Taylor moved to establish Sunday, October 28, 2018 from 4:00 pm to 7:00 pm for the Halloween Trick-or-Treat observance in the City of Franklin. Seconded by Alderman Nelson. All voted Aye; motion carried.

DONATIONS

- G.1.(c) Alderman Taylor Accept \$150.00 donation from the Franklin Lioness Club, to be used toward funding fire prevention activities and/or equipment. Seconded by Alderman Mayer. All voted Aye; motion carried.
- G.1.(d) Alderman Taylor moved to accept the following donations made to the Franklin Police Department:
\$150.00 General Donation from Franklin Lioness Club and \$100.00 each from Faith Presbyterian Church and McAvoy Chiropractic LLC for National Night Out. Seconded by Alderman Mayer. All voted Aye; motion carried.

REVIEW OF
RES. NO. 2018-7391
CONSERVATION
EASEMENT
VH ASPEN WOODS, LLC
(VERIDIAN HOMES, LLC,
APPLICANT)

- G.2 Following and update from the City Attorney regarding changes to the resolution and the conservation easement by staff subsequent to the July 17, 2018 meeting, no action was needed on Resolution No. 2018-7391 (adopted at the Common Council meeting of July 17, 2018), A Resolution Authorizing Certain Officials to Accept a Conservation Easement from VH Aspen Woods, LLC for and as Part of the Review and Approval of a Final Plat for Aspen Woods Subdivision, and Authorizing the Release, Waiver and Vacation of Prior Conservation Easements Upon Portions of the Subdivision Property and as Specifically Described within Conservation Easement Kresovic CSM-1 (Certified Survey Map No. 7733), Recorded as Document No. 09213234 on April 5, 2006 and Conservation Easement Kresovic CSM-2 (Certified Survey Map No. 7754), Recorded as Document No. 09231594 on May 9, 2006 with the Office of the Register of Deeds for Milwaukee County, Wisconsin (At Approximately South 51st Street and West Puetz Road) (Veridian Homes, LLC, Applicant), which adoption was subject to review and approval by the City Engineering Department and Department of City Development and technical corrections by the City Attorney.

RES. 2018-7399
CSM
8029 S. 35TH ST. (WILLIAM
F. ZIMMERMANN,
APPLICANT)

- G.3. Alderman Barber moved to adopt Resolution No. 2018-7399, A RESOLUTION CONDITIONALLY APPROVING A 3 LOT CERTIFIED SURVEY MAP, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (WILLIAM F. ZIMMERMANN, APPLICANT) (8029 SOUTH 35TH STREET). Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2018-7400
SPECIAL USE
RYAN CREEK IN
FRANKLIN PARK (MILW.
CO. DEPT. OF PARKS,
RECREATION & CULTURE,
APPLICANT)

- G.4. Alderman Nelson moved to adopt Resolution No. 2018-7400, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR REPLACEMENT OF AN EXISTING SNOWMOBILE BRIDGE OVER RYAN CREEK IN FRANKLIN PARK USE UPON PROPERTY LOCATED AT THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF U.S. PUBLIC LAND SURVEY SECTION 29, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, WISCONSIN, (WITHIN FRANKLIN PARK) (MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE, APPLICANT). Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2018-7401
LAND COMBINATION
10925 W. SPEEDWAY DR.
(MENARD, INC.,
APPLICANT)

G.5. Alderman Barber moved to adopt Resolution No. 2018-7401, A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR TAX KEY NOS. 704-1007-000 AND 704-1010-001 (10925 WEST SPEEDWAY DRIVE) (MENARD, INC., APPLICANT). Seconded by Alderman Mayer. On roll call, Alderman Mayer, Alderwoman Wilhelm, Alderman Barber, and Alderman Nelson voted Aye; Alderman Taylor voted No. Motion carried.

ORD. 2018-2338
AMEND UDO
6704 S. LOVERS LANE RD.
(GREGORY NISENBAUM,
APPLICANT)

G.12. Alderman Nelson moved to adopt Ordinance No. 2018-2338, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF LAND FROM R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT TO R-8 MULTIPLE-FAMILY RESIDENCE DISTRICT (6704 SOUTH LOVERS LANE ROAD) (APPROXIMATELY 0.44 ACRES) (GREGORY NISENBAUM, PRESIDENT OF NISENBAUM HOMES & REALTY, INC., APPLICANT). Seconded by Alderman Taylor. All voted Aye; motion carried.

SURVEY RESULTS ON
PUBLIC SAFETY AND
OPTIONS

G.6. Following a presentation of the Community Survey results by Community Perceptions and Mueller Communications, Dir. of Administration Luberda provided Public Safety staffing options included in the survey and associated costs. This subject matter will be brought back to the August 21, 2018 Common Council meeting.

ORD. 2018-2339
AMEND ORD 2017-2301
FOR REPLACEMENT OF
COMPRESSOR UNIT

G.7. Alderman Taylor moved to adopt Ordinance No. 2018-2339, AN ORDINANCE TO AMEND ORDINANCE 2017-2301, AN ORDINANCE ADOPTING THE 2018 ANNUAL BUDGETS FOR THE EQUIPMENT REPLACEMENT FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2018 TO PROVIDE APPROPRIATIONS FOR EMERGENCY REPLACEMENT OF COMPRESSOR UNIT TO SELF CONTAINED BREATHING APPARATUS. Seconded by Alderwoman Wilhelm. On roll call, all voted Aye; motion carried.

REPLACEMENT AIR
COMPRESSOR FOR FIRE
DEPT.

G.8. Alderwoman Wilhelm moved to approve Fire Department purchase of a Bauer Compressors MINI-UNI/13-E1 from Jefferson Fire & Safety at a cost of \$38,238.50, ahead of its anticipated SBCA air compressor replacement in 2019. Seconded by Alderman Mayer. All voted Aye; motion carried.

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| 2018 SENIOR CITIZENS,
INC. SEMI-ANNUAL
UPDATE | G.9. | Alderman Taylor moved to receive and keep on file the semi-annual update for the Franklin Senior Citizens, Inc. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| KAYLA'S PLAYGROUND
AMBASSADOR PROGRAM | G.10. | Alderman Taylor moved to refer to staff for further evaluation on the Volunteer Program (Kayla's Playground Ambassador Program) approved by the Parks Commission. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| RES. 2018-7402
SPECIAL USE AT 2875 W.
RYAN RD. (HALQUIST
STONE COMPANY INC.,
APPLICANT) | G.11. | Alderman Taylor moved to adopt Resolution No. 2018-7402, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR PROPERTY LOCATED AT 2875 WEST RYAN ROAD TO ALLOW FOR DEMOLITION OF THE EXISTING HALQUIST STONE OFFICE/SHOWROOM AND CONSTRUCTION OF AN APPROXIMATELY 4,207 SQUARE FOOT REPLACEMENT OFFICE/SHOWROOM AND TO ALLOW FOR CHANGES TO THE OUTDOOR LANDSCAPING SHOWROOM AND OFF-STREET PARKING (HALQUIST STONE COMPANY, INC., APPLICANT). Seconded by Alderman Mayer. All voted Aye; motion carried. |
| RES. 2018-7403
CONTRACT WITH TRAFFIC
ANALYSIS & DESIGN, INC.
FOR TRAFFIC SIGNAL ON
S. 27TH ST. AT W. ELM RD. | G.13. | Alderman Taylor moved to adopt Resolution No. 2018-7403, A RESOLUTION APPROVING PROFESSIONAL SERVICES CONTRACT WITH TRAFFIC ANALYSIS & DESIGN, INC. (TADI) FOR TRAFFIC SIGNAL DESIGN PLANS AND SPECIFICATIONS FOR TRAFFIC SIGNAL ON S. 27TH STREET AT W. ELM ROAD FOR \$15,927.25. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| RES. 2018-7404
DRAINAGE, SANITARY
SEWER & WATER MAIN
EASEMENTS AT 9700 BLK.
OF S. 76TH ST. (NEUMANN
COMPANIES, INC.) | G.14. | Alderman Nelson moved to adopt Resolution No. 2018-7404, A RESOLUTION FOR ACCEPTANCE OF DRAINAGE, SANITARY SEWER & WATER MAIN EASEMENTS FOR PARK CIRCLE CONDOS (NEUMANN COMPANIES, INC.) 9700 BLOCK OF S. 76TH STREET. Seconded by Alderman Taylor. All voted Aye; motion carried. |
| BIDS FOR HISTORICAL
BARN RECONSTRUCTION | G.15. | Alderman Taylor moved to reject all bidders for the Historical Barn Reconstruction in Lions Legend Park (Project 2018-5). Seconded by Alderman Barber. All voted Aye; motion carried. |
| UPDATE ON DESIGN OF S.
51ST ST. & W. DREXEL
AVE. ROUNDABOUT | G.16. | Alderman Wilhelm moved to place on file the update for the S. 51st Street and W. Drexel Avenue project. Seconded by Alderman Taylor. All voted Aye; motion carried. |

ORD. 2018-2340
PROHIBIT PARKING IN
FRONT OF MAILBOXES
(ALD. BARBER)

- G.17. Alderman Barber moved to adopt Ordinance No. 2018-2340, AN ORDINANCE TO CREATE §245-5.L. OF THE MUNICIPAL CODE TO PROHIBIT PARKING IN FRONT OF MAILBOXES. Seconded by Alderman Mayer. All voted Aye; motion carried.

LICENSES AND PERMITS

- H. Alderman Nelson moved to approve the following:
Grant People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant for Franklin Public Library for Park Permit at Franklin Woods on 8/6/18, 9/6/18 and 10/4/18;
Hold application for Operator's license for review by City Attorney from Sierra Kisting, 10558 W. Cortez Cir. #13, Franklin;
Grant Operator licenses to Daniel Crass, 8619 S. 35th St., Franklin; Jessica Ellrick, 527 S. 73rd St., Milwaukee; Theresa Enk, 1509 Walnut St., South Milwaukee; Dennis Fons, 7930 W. Puetz Rd., Franklin; Tracy Kukla-Lewis, 7640 S. Mission Ct., Franklin; Ashley Moeller, 1409 N. Prospect Ave., Unit 502, Milwaukee; Alexis Steltz, S65W18718 Onyx Dr., Muskego; Jeffrey Terp, 26430 Grace Dr., Wind Lake; Sydnee Tomczak, 3209 S. 119th St., West Allis; Nicholas Wavra, 2544 N. Frederick Ave., Apt 205, Milwaukee;
Grant Extraordinary Entertainment & Special Event to Southwestern Suburban Symphony (Christine Flasch) for Outdoor Concert at Milwaukee County Sports Complex on 8/25/18;
Grant Temporary Class B Beer license to Franklin Noon Lions Club (James Luckey) for St Martins Fair on 9/2/2018 to 9/3/2018; and
Grant Temporary Entertainment & Amusement to VFW Post #10394 Hales Corners-Franklin (Andrew Hushek) for Live Music at St Martins Fair on 9/2/18 to 9/3/18.
Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve the following:
City vouchers with an ending date of August 2, 2018 in the amount of \$2,653,257.26; Payroll dated July 20, 2018 in the amount of \$411,911.65 and payments of the various payroll deductions in the amount of \$411,485.30 plus City matching payments; and Payroll dated August 3, 2018 in the amount of \$389,042.29 and payments of the various payroll deductions in the amount of \$209,812.00, plus City matching payments; and Estimated Payroll dated August 17, 2018 in the amount of

\$394,000.00 and payments of the various payroll deductions in the amount of \$361,000.00, plus City matching payments; and property tax refunds and investments with an ending date of August 2, 2018 in the amount of \$8,898,648.06; and the release of payment to Oak Creek & Sewer in the amount of \$768,581.39. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
ACQUISITION OF
PROPERTIES FOR PUBLIC
PARK PURPOSES

- G.18. Alderman Barber at 8:35 p.m. pursuant to §19.85(1)(e), Wis. Stats., for market competition and bargaining reasons, to consider the potential acquisition of properties to be used for public park purposes in the City Pursuant to the May 1, 2018 Common Council action upon the Parks Commission recommendation to move forward with park land acquisition necessary steps (and which Common Council action also changed the status of the neighborhood park land acquisition project in the 2018 Capital Improvement Fund to an "Approved Project"), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Nelson. All voted Aye; motion carried.

The Common Council reentered open session at 8:47 p.m.

ADJOURNMENT

- J. Alderman Taylor moved to adjourn the meeting at 8:47 p.m. Seconded by Alderman Mayer. All voted Aye; motion carried.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/21/18
REPORTS & RECOMMENDATIONS	Franklin Lioness Club Donation	ITEM NUMBER <i>G.I. (a)</i>
<p>The City of Franklin Health Department has received a donation from The Franklin Lioness Club in the amount of \$150.00 to be used for future programs offered to children.</p> <p>COUNCIL ACTION REQUESTED</p> <p>Motion to accept the donation of \$150 from The Franklin Lioness Club.</p>		

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/21/2018
REPORTS & RECOMMENDATIONS	\$276.00 Donation from the Midwest Speleo Cave (entrance donations) at the 2018 National Night Out for the Franklin Food Pantries	ITEM NUMBER G.I.(6)

Public Health Nurse Kristin Anderson requests to accept a \$276.00 donation from Midwest Speleo Cave (entrance donations) from the 2018 National Night Out to be turned over to the City of Franklin food pantries.

ST. JAMES CHURCH FOOD PANTRY - \$55.00
ST. MARTIN OF TOURS FOOD PANTRY - \$56.00
FAITH PRESBYTERIAN CHURCH FOOD PANTRY - \$55.00
SALVATION ARMY FOOD PANTRY - \$55.00
ST. STEPHENES CHURCH FOOD PANTRY - \$55.00

COUNCIL ACTION REQUESTED

A motion to accept the \$276.00 donation.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/21/18
REPORTS & RECOMMENDATIONS	Creation of the position of Police Recruit	ITEM NUMBER G2

BACKGROUND AND ANALYSIS

The hiring of police officers has become increasingly difficult. The number and quality of candidates has diminished substantially over the last several years. It is necessary to find different methods of finding and recruiting police officer candidates.

RECOMMENDATIONS

The police chief recommends the creation of a Police Recruit position. This would be a position created solely for the purpose of sending a potential police officer through a Wisconsin police academy at department expense. The police department would identify qualified candidates and pay them a reduced salary (approximately one half the salary of a starting police officer) while attending the academy which is 18 weeks long. This position would only be filled when there is an existing vacancy for the position of police officer. The Police and Fire Commission support this recommendation.

OPTIONS

There are 2 options for creating this position:

- 1.) Create a civilian position of Police Recruit. This is less desirable because it would involve addressing a number of Civil Service requirements for the position. Also, the department would have to pay for the Police Academy training which is approximately \$5,000.
- 2.) Make the position of Police Recruit a sworn position. This is more desirable because all that would be needed is to set the pay scale for the new position and write the Job Description. Also, the State will pay the tuition of academy students if they are sworn officers. The only caveat to this option is that the police officer union would have to agree to the new position and salary rate. Preliminary discussions with the union indicate they are receptive to the idea but would reserve acceptance until there was mutual agreement to the terms.

COUNCIL ACTION REQUESTED

Motion to approve continuing the process of creating the position of Police Recruit, both civilian and sworn (whichever is viable). The position(s) with job description, pay and other details will be submitted to the Personnel Committee and Common Council when completed for review and approval.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/21/2018
REPORTS AND RECOMMENDATIONS	Police & Fire Commission request to revise the job description for Police Patrol Officer	ITEM NUMBER <i>G.3.</i>

For many years it was typical practice to hire an applicant as a Police Patrol Officer and then to send that employee to the Police Academy for training.

Approximately 10 years ago, with an abundance of police officer applicants, it was no longer necessary to pay employees as they went thru the academy. The hiring process was changed and we only accepted applications from those individuals who had already completed, or were in the process of completing, the academy.

In the past few years, the hiring of police officers has become extremely difficult and competitive. We no longer receive an abundance of applicants and most individuals that are going thru the academy are being sponsored by another municipality (have already been hired).

The Police & Fire Commission has requested a change to the job description for Police Patrol Officer to eliminate the requirement of having completed the training academy. The Police Chief concurs with the request.

The revised job description showing the changes recommended by the Police & Fire Commission is attached for your review.

The above change will be taken to the Personnel Committee for their consideration on Monday, August 20th, 2018.

COUNCIL ACTION REQUESTED

Motion to approve the revised job description for Police Patrol Officer.

CITY OF FRANKLIN
Job Description

Job Title: Patrol Officer

Department: Police

Appointing Authority: Chief of Police/Fire and Police Commission

Reports To: Sergeant of Police

Salary Grade:

FLSA Status: Non-Exempt

Prepared By: Dana Zahn

Prepared Date: ~~December 4th, 2017~~ August 16, 2018

Approved By: Common Council

Approved Date: ~~January 23rd, 2018~~

Summary

The Patrol Officer performs a variety of law enforcement and social services work that enhances the safety, security, civil order, and stable atmosphere of the community. Duties include but are not limited to security and crime prevention patrols; traffic control and traffic law enforcement; investigation and first aid at accident scenes; response to calls for service including rescues, crimes, and community service; and detection, investigation, apprehension, and arrest of persons involved in crimes or misconduct.

Essential Duties and Responsibilities

Essential duties and responsibilities include the following. Other duties may be assigned.

Enforce all City and State codes, ordinances, laws and regulations (both traffic and criminal) in order to ensure public safety, prevent crime, and promote security.

Perform security patrols, traffic control, investigation and first aid at accidents; detect, investigate, apprehend, and arrest persons involved in crimes or misconduct.

Use sound judgment in deciding course of action, handle difficult and emergency situations, with or without assistance, in a manner appropriate for the situation and exercises rational judgment in all job responsibilities

Carry out duties in conformance with Federal, State, County, and City laws and ordinances.

Work cooperatively with supervisors and coworkers, direct traffic, patrol City streets, parks, commercial and residential areas to preserve the peace and enforce the law, control vehicular traffic, prevent, detect and investigate misconduct involving ordinance violations, misdemeanors, felonies and other law violations and to otherwise serve and protect.

Respond to emergency radio calls and investigate accidents, robberies, civil disturbances, domestic disputes, fights, drunkenness, missing children, prowlers, abuse of drugs, etc. Take appropriate law enforcement action.

Interrogate suspects. Question witnesses and drivers. Gather and preserve evidence. Apprehend and arrest violators. Investigate and render assistance at scenes of vehicular accidents. Summon ambulances and other law enforcement vehicles. Take measurements, and photographs, document information, and draw diagrams of scenes.

Conduct follow-up investigations of crimes committed during assigned shift. Seek out and question victims, witnesses and suspects. Develop leads and tips. Search scenes of crimes for clues. Protect, collect, preserve and describe evidence. Analyze and evaluate evidence and apprehend/arrest offenders. Prepare thorough documentation. Prepare cases and testify in court proceedings.

Prepare a variety of reports and records in conformance with department policy, procedure and standards of accuracy including officers' daily logs, reports of investigation, field interrogation reports, alcohol reports, influence reports, intoximeter check list, bad check form, vehicle impoundment form, traffic hazard reports, etc.

Undertake community oriented police work, and assist citizens with such matters as locked or stalled vehicles, crime prevention, Drug Abuse Resistance Education (DARE), traffic safety, etc.

Coordinate activities with other officers or other City departments as needed; promptly notify and exchange information with officers in other law enforcement agencies, and obtain advice from the City Attorney, Court Administrator, and Municipal Prosecutor's Office regarding cases, policies and procedures, as needed and assigned.

Maintain contact with police supervisory personnel to coordinate investigation activities, provide mutual assistance during emergency situations and provide general information about Department activities.

Effectively communicate with suspects, witnesses, victims, the public and other law enforcement personnel.

The ability to maintain confidentiality of information.

Maintain departmental equipment, supplies and facilities.

Serve as a member of various committees as requested.

Regular, predictable and punctual attendance.

Ability to work extended or irregular hours.

Enforces all City and State codes, ordinances, laws and regulations (both traffic and criminal) in order to ensure public safety, prevent crime, and promote security.

Exercises rational judgment in all job responsibilities.

Maintains the confidence and trust of peers, subordinates, superiors, and citizens.

Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment.

Other duties as assigned by supervisors.

Any and all other duties as assigned by the Chief of Police.

Supervisory Responsibilities

Works under the close supervision of the Sergeant of Police.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

Must have either a 2 year associate degree or a 4 year degree from an accredited college. The WI State requirement of 60 college credits will be acceptable only if the applicant has been continuously employed as a law enforcement officer for three years. ~~Must have either completed a Wisconsin 520 or 720 hours basic law enforcement training course (certifiable) or another state's equivalent or must be certified as a Wisconsin Law Enforcement Officer or another state's equivalent.~~ An applicant must be at least 21 years of age at time of application.

Language Skills

Ability to read, analyze, and interpret professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Mathematical Skills

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills

To perform this job successfully, an individual should have knowledge of Microsoft Word and other police department related software. Ability to work with various computer hardware and other computer related equipment.

Certificates, Licenses, Registrations

Valid Wisconsin Driver's License

Maintain a current Basic Law Enforcement Training Certification

Firearms Certification, and must qualify for firearms four times annually.

Ability to meet Department's physical standards.

Maintain Intoximeter Certification.

Maintain Preliminary Breath Test Certification.

Radar Certification.

Maintain CPR/First Responder Certification.

Firearms Certification, and must qualify for firearms, four times annually.

The following certifications are to be obtained as assigned:

- Wisconsin Drug Screen Test Kit
- Narcotics Identification Kit
- Canine Certification
- D.A.R.E. Certification
- Field Training Officer Certification

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to stand; walk and sit. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl and taste or smell. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to fumes or airborne particles and outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; toxic or caustic chemicals; risk of electrical shock; explosives and vibration. The noise level in the work environment is usually moderate. At certain times the noise level may be very loud (fire arms training and emergency vehicle response).

Other Qualifications

Tools and Equipment: Police car, police radio, handgun and other weapons as required, baton, handcuffs, first aid equipment, personal computer, telephone, fax, copy machine, calculator, typewriter, intoximeter, and oleoresin capsicum spray.

Other Skills and Abilities

Analyze and recommend improvements to equipment and facilities, as needed.

Schedule and conduct meetings.

Maintain liaison with community groups.

Confer with citizens and officials on law enforcement and community problems, attempting to resolve problems and recommend appropriate programs and activities.

Answer telephone; provide information, advice and guidance; take and relay messages and/or direct calls to appropriate personnel; return calls as necessary. Prepare various reports, forms, invoices, correspondence, and other documentation; Process, complete, maintain, and/or forward, as appropriate; files and logs.

Attend meetings, training sessions and seminars as required to remain knowledgeable of City/departmental operations, to promote improved job performance, and to stay current with changing policies and procedures, codes, and criminal/civil case law.

Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment. Ability to learn the applicable laws, ordinances, and department rules and regulations

Skill in operating the tools and equipment listed above.

Ability to perform work requiring good physical condition and stable/balanced mental condition

Ability to establish and maintain effective working relationships with peers, and supervisors.

Ability to identify problems and opportunities, reviewing possible alternative course of action before selecting one, utilizing information resources available when making decisions, sometimes under extreme pressure or stress.

Ability to develop feasible realistic solutions to problems, recommending actions designed to prevent problems from occurring and referring problems to supervisions when necessary.

Ability to establish systematic methods of accomplishing goals.

Ability to effectively convey ideas and information both in written and oral form

Ability to effectively read and understand information contained in memos, reports, bulletins, etc.

Ability to evaluate or make independent decisions, based upon experience or knowledge, without supervision, sometimes under extreme pressure or stress.

Ability to follow instructions from supervisor, verbally or in written form.

Ability to set priorities in order to meet assignment deadlines

Any and all other duties as assigned by the Chief of Police.

Miscellaneous

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

APPROVAL <i>Slew</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/21/18
REPORTS & RECOMMENDATIONS	Retention of city vehicles for the purpose of Pursuit Intervention Technique (PIT) training	ITEM NUMBER G4

BACKGROUND AND ANALYSIS

Vehicle Pursuits have increased significantly in the last 2 years. The danger of protracted high speed pursuits is substantial. It is necessary to add additional strategies to end pursuits before serious injury or death occurs.

RECOMMENDATIONS

The police chief recommends the ability to retain 2 city vehicles that may otherwise be sold or used by other city departments for the purpose of training officers in PIT (Pursuit Intervention Technique). The 2 vehicles are:

#726, 2004 Chevrolet Impala, mileage 109,000, estimated value \$780

#121, 2016 Ford Explorer, mileage 115,000, estimated value \$7,800

These vehicles would be outfitted with protective framing to avoid damage. The cost, approximately \$1,800 per vehicle, would come out of existing police department Auto/Equipment Maintenance or Vehicle Support funds.

PIT is a well-established method to end police pursuits before serious crashes occur. The maneuver consists of a controlled contact which causes the fleeing vehicle to lose control and spin out to a stop. The majority of the time damage is minor and no injuries occur. No department vehicles would be damaged in the normal execution of the maneuver as squads will have protective push bars.

COUNCIL ACTION REQUESTED

Motion to approve increasing the overall size of the City's fleet by 2 vehicles for the purpose of training police department personnel in PIT.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE August 21, 2018
REPORTS AND RECOMMENDATIONS	Tax Incremental District No. 6 Mixed-Use District Feasibility Analysis Report (Area G, approximately between South 112th Street and the City's western boundary and between West Ryan Road and West Oakwood Road)	ITEM NUMBER G. 5.

Background

In June 2017, Bear Development requested a partnership with the City of Franklin on the possible creation of a tax incremental financing district to stimulate development. The proposed development needs access to municipal water and sanitary sewer service to address the needs of a large manufacturer to develop a facility on approximately 30 acres of land within the proposed tax incremental financing district.

On June 20, 2017, the Common Council approved a contract with Ehlers, Inc. for up to \$9,450 for financial services related to the potential creation of a tax incremental finance district in Area G, approximately between South 112th Street and the City's western boundary and between West Ryan Road and West Oakwood Road, specifically approving the performance of the Phase 1 Feasibility Analysis services.

On May 15, 2018, the Common Council reviewed the Bear development concept for a proposed mixed-use development consisting of single-family residential, multi-family residential, commercial, industrial, conservancy, and open space uses of an approximate 164-acre site generally located north and south of West Loomis Road, south of West Ryan Road, west of South 112th Street, east of S. 124th Street and north of W. Oakwood Road. Subsequent to the concept review, Bear Development created a new concept map, attached, no longer including a multi-family residential development area, that has been reviewed by staff from legal, planning, engineering, finance, and economic development Departments. Staff has determined that the project at this stage meets criteria set forth by the City's planning and development processes for a project of this nature and instructed Ehler's to move forward with the Feasibility Analysis (Phase 1) for Common Council review in preparation of anticipated Phase II – Project Plan Development and Approval, and Phase III – State Submittal. Time is of the essence with the major industrial user needing to break ground this year.

TIF Timeline:

The proposed timeline is on page two of this Action Council Sheet.

TIF Boundary:

Ehlers analyzed a district based on the boundary outlined in the map on page three of this Action Council Sheet.

Also annexed hereto are an Estimated Project List, Development Assumptions, Tax Increment Projection Worksheet, Estimated Financing Plan, and a Cash Flow Projection, which remain under review by staff and the developer at the time of this writing. Frank Roman of Ehlers will be at the meeting to participate in the presentation of this item with staff.

COUNCIL ACTION REQUESTED

A motion to proceed with the Tax Incremental District No. 6 Mixed-Use District Project Plan development.

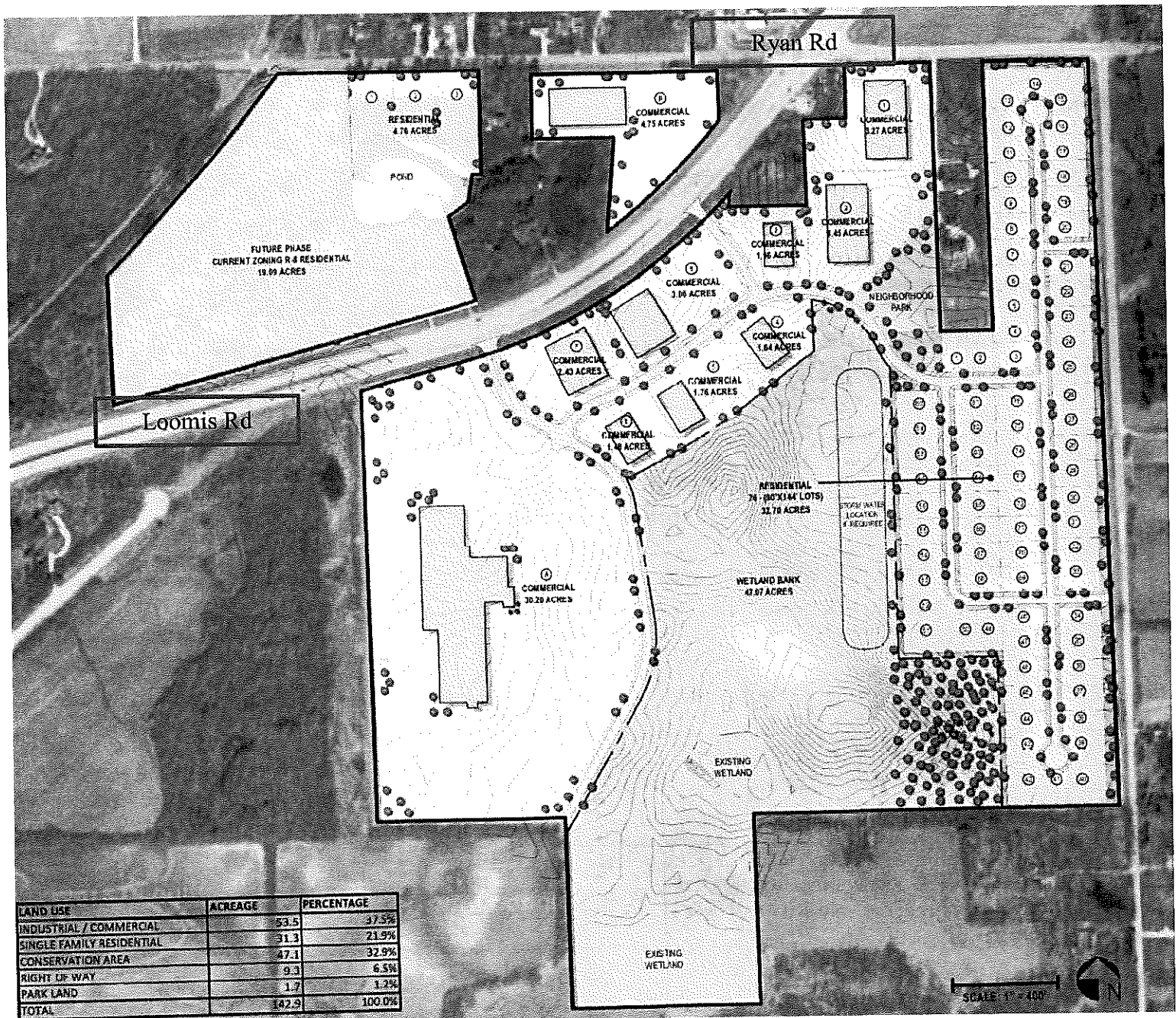
Economic Development: CRIType a quote from the document or the summary of an interesting point. You can

CITY OF FRANKLIN, WI
2019 TAX INCREMENTAL DISTRICT No. 6 MIXED-USE DISTRICT CREATION
Proposed Timetable - 8/6/18

ACTION DATE	STEP
	City will provide Ehlers with, for each District, a list of the parcel tax key #'s within each of the Districts, pertinent parcel information, the maps, list of projects and costs, the Statement of Taxes Worksheet, etc.
	Ehlers will prepare & provide an applicable findings report, for rehab Districts.
Aug. 21	Ehlers will prepare & present the City with a feasibility analysis report
	Community Development Authority makes a motion to call for a public hearing (optional)
Aug. 28 -	Ehlers' will e-mail a Notice to Official City Newspaper of organizational JRB meeting & public hearing. (cc: City)
Noon Aug. 29	Ehlers will provide City with a draft of a notice that must be sent to property owners within the proposed TID creations, for the City's use.
	Ehlers will mail notification letters, along with required enclosures, to overlapping taxing jurisdictions of JRB organizational meeting & public hearing, as well as the agenda - to be posted by the City. (cc: City & attorney) <i>(Letters must be postmarked prior to first publication).</i>
Aug. - Sept.	Ehlers will provide City, overlapping taxing entities, and/or City Attorney with [revised] draft Project Plan documents, if not yet provided and/or necessary, as well as agenda language (City to post) & resolutions (City to distribute) for first meetings, and will also request legal opinion of the plans.
Sept. 5	First Publication of Public Hearing & JRB Meeting Notice <i>(Week prior to second notice & at least 5 days prior to JRB meeting)</i>
Sept. 12	Second Publication of Public Hearing & JRB Meeting Notice. <i>(At least 7 days prior to public hearing)</i>
Sept. 20	Joint Review Board meets to review plans, appoint chairperson and public member and set next meeting date. <i>(Prior to public hearing)</i>
	Community Development Authority Public Hearing on Project Plans and approval TIDs. <i>(Within 14 days of second publication)</i>
	Community Development Authority reviews plans & approval of District Project Plans.
Sept. - Oct.	Ehlers will provide City & City Attorney with revised draft Project Plans, if necessary, as well as agenda language (City to post) & resolutions (City to distribute) for City Council meeting.
Oct. 16	City Council reviews Plans & adopts resolutions approving District Project Plans. <i>(at least 14 days after hearing)</i>
TBD	Ehlers' will e-mail a Class 1 Notice to Official City Newspaper of JRB meeting. (cc: City)
	Ehlers will mail notices & required attachments to JRB of the final meeting, along with the Agenda (City to post). (cc: City & Attorney) <i>(Letters must be postmarked prior to publication).</i>
TBD	Publication of JRB Meeting Notice <i>(At least 5 days prior to meeting)</i>
TBD	Joint Review Board consideration. <i>(Within 30 days of notification of meeting / receipt of Community Development Authority & City Council resolutions)</i>
May - Oct.	Ehlers will gather, prepare, and submit state forms & required documents to the state, once the 2019 assessed parcel values available (following the BOR) & we receive all remaining maps, legal descriptions, parcel information, documents, etc. from the City. DOR filing deadline October 31.

Franklin-Greendale-Hales Corners-Oak Creek NOW
Publishes Wed. Deadline Noon Wed. prior. Via legal@JMG.com 414.224.2100
CDA meets: Thursday's, after the 3rd Tuesday @ 8 p.m. @ Council Chambers, City Hall
CC meets: 1st & 3rd Tuesday @ 6:30 p.m. @ Council Chambers, City Hall

TID 6 Feasibility Review, Boundary Map



A G R E E M E N T

This AGREEMENT, made and entered into this 20th day of June, 2017, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ehlers, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is N21 W23350 Ridgeview Parkway West, Suite 100, Waukesha, Wisconsin, 53188.

W I T N E S S E T H

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

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

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for financial advisory services as described in CONTRACTOR's proposal to CLIENT dated June 14, 2017, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$9,450], subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$9,450. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

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

and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

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

VI. INSURANCE

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

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

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent

acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

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

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of June 21, 2017.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee

County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

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

XI. CONTROLLING TERMS AND PROVISIONS

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

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

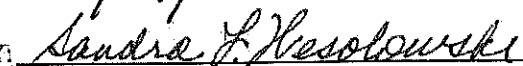
CITY OF FRANKLIN, WISCONSIN

BY: 

PRINT NAME: Stephen R. Olson

TITLE: Mayor

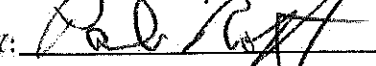
DATE: 7/24/17

BY: 

PRINT NAME: Sandra L. Wesolowski

TITLE: City Clerk

DATE: 7/25/2017

BY: 

PRINT NAME: Paul ROTZ

TITLE: Dir of Finance & Treasurer

DATE: 7-25-2017 PC 79010

BY: 

PRINT NAME: Jesse J. Wesolowski

TITLE: City Attorney

DATE: 7/26/17

EHLERS, INC.

BY: 

PRINT NAME: Dawn R. Gunderson Schiel

TITLE: Senior Municipal Advisor / VP

DATE: July 12, 2017

Attachment A

June 14, 2017



EHLERS

LEADERS IN PUBLIC FINANCE

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

Re: Written Municipal Advisor Client Disclosure with the City of Franklin ("Client") for Financial Feasibility Analysis and Potential Tax Increment District Creation Area G (Loomis & Ryan Rd) ("Project" Pursuant to MSRB Rule G-42)

Dear Aaron:

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

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

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

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

We look forward to working with you on this Project.

Sincerely,

Ehlers

Dawn R. Gunderson

Dawn R. Gunderson Schiel, CPFO, CIPMA
Senior Municipal Advisor

cc: Jon Cameron, Ehlers
Paula Czapelewski, Ehlers
Tracy Ringwell, Ehlers

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



Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

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

Other Engagements or Relationships Impairing Ability to Provide Advice

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

Affiliated Entities

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

Solicitors/Payments Made to Obtain/Retain Client Business

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

Payments from Third Parties

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

Payments/Fee-splitting Arrangements

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

Municipal Advisor Registration

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

Material Legal or Disciplinary Events

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

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

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

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

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

MSRB Contact Information

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

Appendix B

Tax Incremental Financing Services

Scope of Service

Client has requested that Ehlers assist Client with Financial Feasibility Analysis and Potential Tax Increment District Creation Area G (Loomis & Ryan Rd) ("Project"). Ehlers proposes and agrees to provide the following scope of services:

Phase I – Feasibility Analysis

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

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

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

Phase II – Project Plan Development and Approval

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

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

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

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

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

Phase III – State Submittal

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

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

[

Compensation

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

Phase I	\$ 5,700
Phase II	\$ 7,300
Phase III	\$ 1,500
Total	\$ 14,500

- 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher & Co.
3600 America Blvd. West, Suite 500
Bloomington MN 55431

CONTACT NAME: Contact Insured

PHONE (A/C, No, Ext): 651-697-8500

FAX (A/C, No):

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Federal Insurance Company

20281

INSURER B: Great Northern Insurance Company

20303

INSURER C: Endurance Risk Solutions Assurance

43630

INSURER D: Chubb Indemnity Insurance Company

12777

INSURER E:

INSURER F:

INSURED EHLE&AS-01
Ehlers & Associates, Inc.
3060 Centre Pointe Dr.
Roseville MN 55113

COVERAGES

CERTIFICATE NUMBER: 1389796607

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	35942179	5/1/2017	5/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73593734	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		79881111	5/1/2017	5/1/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	71742954	5/1/2017	5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Errors & Omissions		AIP10010784600	3/4/2017	3/4/2018	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured coverage under the General liability is provided to this Certificate holder, on a primary and noncontributory basis when required in a contract or agreement with the Insured per policy form 80-02-2367. 30 days notice provided to the Certificate holder in the event of cancellation

CERTIFICATE HOLDER

City of Franklin
Attn: Paul Rotzenberg
9229 West Loomis Road
Franklin WI 53132

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Endorsement

Policy Period MAY 1, 2017 TO MAY 1, 2018
Effective Date MAY 1, 2017
Policy Number 3594-21-79 WCE
Insured EHLERS COMPANIES

Name of Company GREAT NORTHERN INSURANCE COMPANY
Date Issued FEBRUARY 17, 2017

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with **primary insurance** such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



City of Franklin, WI

Tax Increment District #6

Estimated Project List

Project ID	Project Name/Type	Phase I 2018	Total (Note 1)
1	Land Acquisition	3,100,000	3,100,000
2	Utility Extensions	3,850,000	3,850,000
3	Public Road Improvements	1,800,000	1,800,000
4	Interior Infrastructure	3,210,000	3,210,000
5	Development Incentive	610,000	610,000
6			0
7			0
8			0
9			0
10			0
11			0
12			0
13			0
14			0
15			0
Total Projects		<u>12,570,000</u>	<u>12,570,000</u>

Notes:

Note 1 Project costs are estimates and are subject to modification

Version 2



EHLERS
LEADERS IN PUBLIC FINANCE

City of Franklin, Wi

Tax Increment District #6

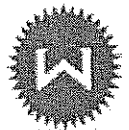
Development Assumptions

Construction Year	Large Industrial User	Light Industrial & commercial	Single Family	Annual Total	Construction Year
1 2019	4,000,000		5,320,000	9,320,000	2019 1
2 2020	12,000,000		3,960,000	15,960,000	2020 2
3 2021	4,000,000		3,960,000	7,960,000	2021 3
4 2022		1,359,443	3,960,000	5,319,443	2022 4
5 2023		2,039,166	3,960,000	5,999,166	2023 5
6 2024		2,039,165	3,960,000	5,999,165	2024 6
7 2025		4,078,330	3,960,000	8,038,330	2025 7
8 2026		2,039,165	1,320,000	3,359,165	2026 8
9 2027		2,039,165		2,039,165	2027 9
10 2028				0	2028 10
11 2029				0	2029 11
12 2030				0	2030 12
13 2031				0	2031 13
14 2032				0	2032 14
15 2033				0	2033 15
16 2034				0	2034 16
17 2035				0	2035 17
18 2036				0	2036 18
19 2037				0	2037 19
20 2038				0	2038 20

Totals 20,000,000 13,594,434 30,400,000 63,994,434

Notes:

Version 2



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City of Franklin, WI
Tax Increment District #6

Tax Increment Projection Worksheet

Type of District	Mixed Use
District Creation Date	October 16, 2018
Valuation Date	Jan 1, 2019
Max Life (Years)	20
Expenditure Period/Termination	15 10/16/2033
Revenue Periods/Final Year	20 2040
Extension Eligibility/Years	Yes 3
Recipient District	No

Base Value	0
Appreciation Factor	1.00%
Base Tax Rate	\$25.18
Rate Adjustment Factor	-1.00%

Tax Exempt Discount Rate	3.50%
Taxable Discount Rate	5.00%

Apply to Base Value	0
---------------------	---

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1 2019	9,320,000	2020	0	9,320,000	2021	\$24.92	232,290	209,512	200,661
2 2020	15,960,000	2021	93,200	25,373,200	2022	\$24.67	626,073	755,098	715,732
3 2021	7,960,000	2022	253,732	33,586,932	2023	\$24.43	820,456	1,445,900	1,358,581
4 2022	5,319,443	2023	335,869	39,242,244	2024	\$24.18	949,016	2,217,925	2,066,751
5 2023	5,999,166	2024	392,422	45,633,833	2025	\$23.94	1,092,552	3,076,661	2,843,208
6 2024	5,999,165	2025	456,338	52,089,336	2026	\$23.70	1,234,637	4,014,259	3,678,858
7 2025	8,038,330	2026	520,893	60,648,559	2027	\$23.47	1,423,135	5,058,457	4,596,223
8 2026	3,359,165	2027	606,486	64,614,210	2028	\$23.23	1,501,028	6,122,563	5,517,724
9 2027	2,039,165	2028	646,142	67,299,517	2029	\$23.00	1,547,775	7,182,705	6,422,676
10 2028	0	2029	672,995	67,972,512	2030	\$22.77	1,547,620	8,206,895	7,284,449
11 2029	0	2030	679,725	68,652,237	2031	\$22.54	1,547,466	9,196,350	8,105,103
12 2030	0	2031	686,522	69,338,760	2032	\$22.32	1,547,311	10,152,251	8,886,600
13 2031	0	2032	693,388	70,032,147	2033	\$22.09	1,547,156	11,075,734	9,630,809
14 2032	0	2033	700,321	70,732,469	2034	\$21.87	1,547,001	11,967,898	10,339,508
15 2033	0	2034	707,325	71,439,794	2035	\$21.65	1,546,847	12,829,807	11,014,392
16 2034	0	2035	714,398	72,154,192	2036	\$21.44	1,546,692	13,662,486	11,657,074
17 2035	0	2036	721,542	72,875,733	2037	\$21.22	1,546,537	14,466,926	12,269,092
18 2036	0	2037	728,757	73,604,491	2038	\$21.01	1,546,383	15,244,085	12,851,907
19 2037	0	2038	736,045	74,340,536	2039	\$20.80	1,546,228	15,994,889	13,406,914
20 2038	0	2039	743,405	75,083,941	2040	\$20.59	1,546,073	16,720,230	13,935,439

Totals **\$3,954,434** **11,089,507** **Future Value of Increment** **26,442,274**

Notes:
Actual results will vary depending on development, inflation of overall tax rates.
NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

City of Franklin, Wi

Tax Increment District #6

Estimated Financing Plan

	G.O. Bond 2018	Taxable G.O. Bond 2018	Municipal Revenue Obligation (MHO) 2018	Year	Year	Totals
Projects						
Land Acquisition	3,850,000		3,100,000			3,100,000
Utility Extensions	1,800,000					3,850,000
Public Road Improvements		2,740,000	470,000			1,800,000
Interior Infrastructure		610,000				3,210,000
Development Incentive						610,000
Total Project Funds	<u>5,650,000</u>	<u>3,350,000</u>	<u>3,570,000</u>	<u>0</u>	<u>0</u>	<u>12,570,000</u>
Estimated Finance Related Expenses						
Municipal Advisor	20,000	22,000				
Bond Counsel	12,000	12,000				
Disclosure Counsel	7,200	7,200				
Rating Agency Fee	15,000	15,000				
Paying Agent	61,550	39,100	0	10.00	0	10.00
Underwriter Discount						0
Debt Service Reserve	399,245	468,578				
Capitalized Interest	6,164,995	3,913,878	3,570,000	0	0	0
Total Financing Required						
Estimated Interest	0.50%	(14,125)	0.25%	0	0.25%	0
Assumed spend down (months)	6	6	0	6	6	6
Rounding	4,130	4,498	0	0	0	0
Net Issue Size	<u>6,155,000</u>	<u>3,910,000</u>	<u>3,570,000</u>			<u>13,635,000</u>
Notes:	Unpaid Accrued interest rolled into principal					
	Principal Paid with unpaid accrued interest					
	1,389,777					
	4,959,777					

Version 2



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City of Franklin, WI

Tax Increment District #6

Cash Flow Projection

Year	G.O. Bond				Taxable G.O. Bond				Municipal Revenue Obligation (MRO)				Total Expenditures	Annual	Cumulative	Principal Outstanding	Principal & MRO Outstanding	Year
	Tax Increments	Interest Earnings/ (Cost)	Capitalized Revenue	Total Revenues	Dated Date	Principal	Est. Rate	Interest	Dated Date	Principal	Est. Rate	Accrued Interest	Paid Interest	Total Paid	EOY Principal Outstanding	Admin.		
2019	820,436	0.25%	867,823	867,823	11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	14,131	0	0	3,584,131	10,824	867,823	2019
2020	232,390				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	17,046	0	0	3,754,377	10,824	1,045,000	2020
2021	626,073				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	17,833	0	0	3,932,710	10,824	1,045,000	2021
2022	820,436				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	18,604	0	0	4,119,514	10,824	1,045,000	2022
2023	949,016				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	19,577	0	0	4,315,191	10,824	1,045,000	2023
2024	1,092,552				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	20,672	0	0	4,520,163	10,824	1,045,000	2024
2025	1,294,637				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	21,908	0	0	4,734,870	10,824	1,045,000	2025
2026	1,423,135				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	23,289	235,589	235,589	4,959,777	10,824	1,045,000	2026
2027	1,501,028				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	24,820	235,589	235,589	4,959,777	10,824	1,045,000	2027
2028	1,547,775				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	26,519	235,589	235,589	4,959,777	10,824	1,045,000	2028
2029	1,547,775				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	28,389	235,589	235,589	4,959,777	10,824	1,045,000	2029
2030	1,547,775				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	30,439	235,589	235,589	4,959,777	10,824	1,045,000	2030
2031	1,547,775				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	32,679	235,589	235,589	4,959,777	10,824	1,045,000	2031
2032	1,547,775				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	35,109	235,589	235,589	4,959,777	10,824	1,045,000	2032
2033	1,547,775				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	37,739	235,589	235,589	4,959,777	10,824	1,045,000	2033
2034	1,547,775				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	40,569	235,589	235,589	4,959,777	10,824	1,045,000	2034
2035	1,546,692				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	43,609	235,589	235,589	4,959,777	10,824	1,045,000	2035
2036	1,546,692				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	46,859	235,589	235,589	4,959,777	10,824	1,045,000	2036
2037	1,546,692				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	50,319	235,589	235,589	4,959,777	10,824	1,045,000	2037
2038	1,546,692				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	53,989	235,589	235,589	4,959,777	10,824	1,045,000	2038
2039	1,546,692				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	57,869	235,589	235,589	4,959,777	10,824	1,045,000	2039
2040	1,546,692				11/01/18	100,000	3.40%	3,400	11/01/18	3,910,000	4.75%	61,969	235,589	235,589	4,959,777	10,824	1,045,000	2040
Total	25,442,274	0	867,823	26,442,274		3,910,000		1,776,433		3,910,000		3,806,397	2,400,998	7,380,774		242,974	21,588,316	Total

Notes:

Projected TB Closure

Version 2

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