

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12-15-15</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Council approval to purchase seven additional sets of ballistic protective equipment through use of unrestricted contingency funds.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.6.</i></p>

The 2015 Adopted Budget included \$130,000 in contingency funds, which incorporated an additional \$80,000 compared to annual levels, to identify capital items "that will increase efficiency or enhance safety." Approximately \$120,000 of the total contingency remains uncommitted and will fall to fund balance at the end of the year. The Common Council may wish to consider the following item for use of a portion of these funds.

In early 2015, The Franklin Fire Department purchased six sets of ballistic protective equipment (BPE) in an effort to better prepare for "active shooter" type mass-casualty events. Current Fire Service recommended practice - and Franklin Fire Department Policy - is to enter the hazard zone as soon as possible in order to evacuate viable victims and minimize death due to prolonged, untreated hemorrhaging. The threat, including the perpetrator(s) and/or secondary devices, may not be fully accounted for at this time, necessitating the need for additional protective gear.

Each ballistic kit consists of a police-style bullet-resistant vest, Kevlar helmet, and a medical kit used to treat and evacuate victims. Currently, these kits are deployed (2 each) on the Department's three paramedic (ALS) ambulances. However, with EMS call volume increasing significantly each year, there is a greater likelihood that one or more of the ALS ambulances would be unavailable to immediately respond to this type of event. The department has identified the need to equip all front-line apparatus with BPE in order to enhance overall safety for staff and residents. Seven additional sets would provide protection for all on-duty personnel, as well as command staff who would respond directly to the scene from home.

In 2015, the Department participated in a region-wide grant application that would have funded the equipment, as well as some additional training opportunities for active shooter incident response. That grant application was denied. Re-application in the future is uncertain, and appears unlikely as some participating Departments (such as FFD) view the acquisition of this equipment as imperative and time-critical, and have identified the need to move forward if and as other funding sources become available.

It is also important to note that response for such an incident is region-wide. FFD would likely respond to any such incident throughout Milwaukee County and potentially even other counties in the region, depending on the nature and magnitude of the incident. .

The Fire Department is seeking \$4750 in funding from unrestricted contingency in order to purchase seven additional BPE kits in order to enhance First Responder safety, and to improve their ability to access, treat, and extricate (i.e., "save") victims, should such an event occur anywhere in the region. The Fire Chief recommends approval.

COUNCIL ACTION REQUESTED

Request motion to authorize the use of \$4,750 in unrestricted contingency for the purpose of the Fire Department acquiring six sets of ballistic protective equipment in order to improve safety for department personnel and the general public.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">December 15, 2015</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2016, with JSA Civil Environmental Engineers, Inc.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.7.</i></p>

JSA Civil Environmental Engineers, Inc. has been providing landfill monitoring services at the Metro landfill for the past 11 years. The last annual contract expires December 31, 2015. Attached is a draft contract to renew the terms of the 2015 agreement for 2016 (only change is that "Drawings" will be billed at \$1.00 per square foot of drawing for black and white and \$10.00 per square foot for color [previously were \$0.75 and \$8.00, respectively; Franklin has never required those drawings services/products]; mileage charge cost is the same as for 2015; hourly rates remain the same and JSA states that those hourly rates have not changed since 2008) and a resolution authorizing same. Waste Management of Wisconsin, Inc. is obligated to provide reimbursement for the contract cost pursuant to Article IV.24.B. of the WWMI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010. The contract price is a cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the Agreement.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2016, with JSA Civil Environmental Engineers, Inc.



November 18, 2015

Project No: 1036.10066

Jesse Wesolowski, Esq

Attorney to the City of Franklin

11402 W. Church Street

Franklin, Wisconsin 53132

Re: 2016 JSA Civil Environmental Engineers' Professional Services for the City of Franklin

Dear Jesse;

We, JSA Civil Environmental Engineers (JSA Civil), would like to continue to offer our Professional Services to the City of Franklin. We consider the City of Franklin to be a Legacy Client and offer rates and terms that we have maintained since 2008. These rates and conditions are attached.

Also attached, please find our "Scope of Professional Services". JSA Civil currently audits the WMWI Metro Facility twice per month and reports directly to the Waste Facility Monitoring Committee, and its Chair ;Marvin Wolff. The product of the audits, a final report, is placed on the web at <http://jsacivil.com/pages/audit/franklin.html>. I, and my staff, greatly appreciate the experience and the continued opportunity to serve the City of Franklin. If you, or the City of Franklin, have any questions or comments regarding our current or future services, please do not hesitate to contact me.

Thank you,

A handwritten signature in black ink, appearing to read 'Jo-Walter Spear, Jr.', is written over the typed name below.

Jo-Walter Spear, Jr., P.E., S.C.

JSA Civil Environmental Engineers, Project Manager and President

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

This Standard Agreement for Services (the "AGREEMENT") is between JSA Civil Environmental Engineers, Inc., a Subchapter S Corporation, organized pursuant to Wisconsin Law, (CONSULTANT) and the City of Franklin, a municipal corporation organized pursuant to Wisconsin Law (CLIENT).

ARTICLE 1. SCOPE OF SERVICES

The CONSULTANT shall provide consulting services (the "Services") as described in Attachment A. An initial draft of the Auditor's Manual shall be provided to the Metro Recycling & Disposal Facility Monitoring Committee by CONSULTANT within 7 (all days shall be calendar days) days of the date of notice and authorization to CONSULTANT to proceed. CONSULTANT shall further respond to any Committee requirements upon such Auditor's Manual within 7 days of receipt. Odor monitoring Services shall commence within 7 days of the Monitoring Committee's approval of the Auditor's Manual. Notwithstanding anything to the contrary set forth in Attachment A, all auditing reports shall additionally be provided by CONSULTANT to the Monitoring Committee; reports to the City of Franklin shall be to the City Clerk; and all reports prepared in the ordinary course of business shall be delivered electronically, except for quarterly reports, which shall be delivered in paper form to the Monitoring Committee and the City Clerk. Electronic transmissions of all reports shall be made by CONSULTANT within 24 hours of the completions of such reports. Initial odor complaint mapping shall be completed by CONSULTANT concurrent with the completion of the Auditor's Manual. Hours budgeted for operations and construction auditing within Attachment A include and are sufficient to allow for the provision of professional advice by CONSULTANT upon the request of CLIENT, as to available remedies or available remedial action, which may be necessary to cure any occurrences or conditions disclosed upon audit.

ARTICLE 2. COMPENSATION

Compensation to be paid by CLIENT to the CONSULTANT is described in Attachment A. Notwithstanding anything to the contrary set forth in Attachment A, CONSULTANT shall provide those Services and those Service hours per Task for such total compensation and expenses as shall not exceed those "TOTAL" amounts as are specifically allocated to such Tasks, respectively, in Attachment A. Such TOTAL amounts include all costs for labor, overhead, G&A, benefits, taxes, profit and all actual reasonable expenses, which shall be in such amounts and as set forth upon the "Standard Rates and Conditions" schedule contained within Attachment A. Total compensation and expenses for all landfill operations auditing Services (including odor monitoring) to be provided annually, commencing January 1, 2016, shall not exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV.24.B.

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ARTICLE 3. TERMS OF PAYMENT

Payment by CLIENT to CONSULTANT shall be monthly, based on the invoicing provided by CONSULTANT.

A. INVOICING

The CONSULTANT shall submit itemized invoices to CLIENT for progress payments once each month during the progress of the Services. Such invoices will represent the value of the completed Services, and will be prepared in such form and supported by documentation as CLIENT may reasonably require.

B. PAYMENTS

CLIENT will review and approve invoices for payment. CLIENT will make payment to the CONSULTANT within thirty (30) days after receipt of the invoice. Progress payments to CONSULTANT will not constitute acceptance of the Services.

C. LIENS

CONSULTANT will promptly pay for all services, labor, material, and equipment used or employed in the Services, and will maintain all materials, equipment, structures, buildings, premises, and other subject matter hereof free and clear of mechanic's or other liens.

ARTICLE 4. OBLIGATION OF CONSULTANT

A. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents. The CONSULTANT shall also be solely responsible for the means and methods for carrying out the Services.

B. REPORTING

CONSULTANT shall, if requested by CLIENT, submit with its monthly invoice, progress reports, in a form acceptable to CLIENT.

C. PERFORMANCE

The standard of care applicable to CONSULTANT Services will be the degree of skill and diligence normally employed by others performing the same or similar Services and that of a professional engineer in Southeastern Wisconsin. The CONSULTANT will reperform any Services not meeting this standard without additional compensation.

D. WORKING FILES

CONSULTANT will maintain files containing all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this AGREEMENT. CONSULTANT will provide copies of the information contained in its working files to CLIENT upon request of CLIENT and at the CLIENT'S cost. All copies of information and data given to CONSULTANT by CLIENT or generated by CONSULTANT in performance of the Services will be delivered by the CONSULTANT to CLIENT upon termination of the AGREEMENT. CONSULTANT may retain one copy of any documentation pertaining to the Services performed after the termination of this AGREEMENT.

E. HOLD HARMLESS

CONSULTANT shall and hereby agrees to indemnify, defend, hold harmless and release CLIENT

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

(including its directors, officers, employees, representatives and agents) for any and all losses, demands, damages, claims, costs and expenses (including reasonable attorney's fees and costs) relating to or resulting from bodily injury or death, and for damage to property during or related to the Services under this AGREEMENT; provided, however, this release shall not be effective as to the extent that any such bodily injury or death or damage to property resulted from gross negligence or willful misconduct of CLIENT.

F. CODES, LAWS, AND REGULATIONS

CONSULTANT will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this AGREEMENT. CLIENT shall provide copies of local ordinances and agreements pertaining to the site to CONSULTANT.

G. PERMITS, LICENSES, AND FEES

CONSULTANT will obtain and pay for all permits and licenses required by law that are associated with the CONSULTANT'S performance of the Services and will give all necessary notices.

H. INSURANCE

CONSULTANT shall, during the term of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier acceptable to CLIENT in amounts equal to the minimum limits set forth below

A. Limit of General/Commercial Liability	\$1,000,000.00
B. Automobile Liability; Bodily Injury/Property Damage	\$1,000,000.00
C. Worker's Compensation and Employer's Liability	Statutory
D. Professional Liability	\$1,000,000.00

Certificates of insurance evidencing the above shall be delivered to CLIENT on request and shall provide that such coverages may not be canceled or amended without 30 day prior notice to CLIENT and naming CLIENT as an additional insured for General Liability.

I. ACCESS TO RECORDS

The CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Unless otherwise provided in a Task Order said records will be available for examination by CLIENT during CONSULTANT'S normal business hours for a period of three (3) years after CONSULTANT'S final invoice to the extent required to verify the costs incurred hereunder.

J. SUSPENSION OF WORK

The CONSULTANT will, upon written notice from CLIENT, suspend, delay or interrupt all or a part of the Services. In such event, CONSULTANT will resume the Services upon written notice from CLIENT, and an appropriate extension of time will be mutually agreed upon and added to CONSULTANT'S time of performance. CLIENT will reimburse CONSULTANT for reasonable termination and start up costs should work be suspended, interrupted or delayed unless due to the wrongful act or omission of CONSULTANT under this AGREEMENT or its duties of skill and diligence.

K. WORKING RELATIONSHIP BETWEEN WASTE MANAGEMENT OF WISCONSIN, Inc., J Spear Associates, Inc. AND THE CITY OF FRANKLIN

During the term of this AGREEMENT no CONSULTANT employee or subconsultant working under this AGREEMENT shall knowingly perform any work for Waste Management of Wisconsin, Inc. or any of its subsidiaries. No CONSULTANT employee or subconsultant who has done work for Waste Management of Wisconsin, Inc. within two years of this AGREEMENT shall be

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assigned to work under this AGREEMENT.

L. CONFLICT OF INTEREST

CONSULTANT warrants that neither it nor any of its affiliates, their officers, employees or agents, have any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates, their officers, employees or agents, will acquire directly or indirectly any such interest. CONSULTANT warrants that it will immediately notify CLIENT if any actual or potential conflict of interest arises or becomes known to CONSULTANT. Upon receipt of such notification, review and written approval is required from CLIENT for the CONSULTANT to continue to perform work under this AGREEMENT.

M. CONSULTANT'S PERSONNEL AT THE SUBJECT SITE

The presence of duties of CONSULTANT'S personnel at the subject site, whether as onsite representatives or otherwise, do not make CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or contractors, or other entities, and do not relieve the contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction/operation methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of work in accordance with the Contract Documents and any health and safety precautions required by such activities. CONSULTANT and its personnel have no authority to exercise control over any contractor or other entity or their employees in connection with their work or any health and safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health and safety deficiencies of the contractor or other entity or any other persons at the site other than CONSULTANT'S own personnel.

The presence of CONSULTANT'S personnel at the subject site is for the purpose of providing CLIENT a greater degree of confidence that the complete work will conform to the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances and that the integrity of the terms as reflected in the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances have been implemented and preserved by the contractors. CONSULTANT neither guarantees the performance of the contractors nor assumes responsibility for contractor's failure to perform their work in accordance with the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances.

ARTICLE 5. OBLIGATIONS OF CLIENT

A. TIMELY REVIEW

CLIENT will examine the CONSULTANT'S studies, reports, proposals, and other related documents and render decisions required by CONSULTANT a timely manner.

B. PROMPT NOTICE

CLIENT will give written notice to CONSULTANT whenever CLIENT observes or becomes aware of any development that affects the scope or timing of CONSULTANT Services, or any defect in the work of the CONSULTANT.

C. CHANGES

CLIENT may, by written order only, make changes, revisions, additions, or deletions (collectively

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hereinafter called "changes") in the Services. CONSULTANT will immediately, upon knowledge of any potential changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify CLIENT of such changes and will request written disposition. The CONSULTANT will not proceed with any changes unless notified to proceed in writing by CLIENT. Nothing herein will be construed as relieving the CONSULTANT of its obligations to perform, including without limitation, the failure of the parties to agree upon the CONSULTANT entitlement to, or the amount of, any adjustment in time or compensation. Any claim by the CONSULTANT for an adjustment under this paragraph must be preceded by CONSULTANT'S written notice to CLIENT prior to performing any work or changes that such work or changes will require additional payment to that contemplated by this AGREEMENT. If the Services are reduced by changes, such action will not constitute a claim for damages based on loss of anticipated profits.

D. AUTHORITY OF CLIENT

The authority and responsibility of CLIENT are limited to the provisions set forth in this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. PROPRIETARY INFORMATION

All prices, rates, designs, reports, data, services, specifications, and other information related to the Services contain and comprise proprietary and company confidential information of CLIENT, and potentially other teaming partners. Except for the purpose hereof, CONSULTANT shall not publish or disclose to any third party or make use of such information during or at any time following the expiration or earlier termination hereof except if such disclosure is required by CLIENT, order of a court of competent jurisdiction, or otherwise required by applicable law.

B. ASSIGNMENTS

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

C. WAIVERS

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

D. FORCE MAJEURE

Neither party to this AGREEMENT will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, and acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any cause beyond the reasonable control or contemplation of either party.

E. AUTHORIZATION TO PROCEED

Verbal authorization by CLIENT, followed by confirming letter to CONSULTANT will be authorization for CONSULTANT to proceed with the Services.

F. NO THIRD PARTY BENEFICIARIES

This AGREEMENT gives no rights or benefits to anyone other than the CONSULTANT and

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CLIENT and has no third party beneficiaries.

G. JURISDICTION

The laws of the State of Wisconsin shall govern the validity of this AGREEMENT its interpretation and performance, and any other claims related to it. The venue for any dispute shall be the Circuit Court for Milwaukee County. The prevailing party in any such litigation shall be entitled to be awarded its reasonable attorney's fees.

H. SEVERABILITY AND SURVIVAL

If any of the Provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable the unenforceability of the other remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

I. TERMINATION

(1) TERMINATION FOR CONVENIENCE

CLIENT, for its convenience, may, effective forthwith upon any notice, terminate all or part of this AGREEMENT. In such event the CONSULTANT will be entitled to compensation for the Services competently performed up to the date of termination. The CONSULTANT will not be entitled to compensation for profit on the Services not performed.

(2) TERMINATION FOR DEFAULT

CLIENT may, by written notice, terminate the whole or any part of the AGREEMENT for default in the event that the CONSULTANT fails to perform any of the provisions of this AGREEMENT, or fails to make progress as to endanger performance of the AGREEMENT in accordance with its terms, or, in the opinion of CLIENT, becomes financially or legally incapable of completing the Services and does not correct such to CLIENT'S reasonable satisfaction within a period of seven (7) working days after receipt of notice from CLIENT specifying such failure.

If after notice of termination, it is determined for any reason that the CONSULTANT was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to TERMINATION FOR CONVENIENCE.

In the event of termination for default, the CONSULTANT will not be entitled to termination expenses. Regardless of the cause of termination the CONSULTANT shall deliver legible copies of all completed or partially completed work products and instruments of service including, but not limited to laboratory, field or other notes log book pages, terminal data, computations and designs.

The rights and remedies of CLIENT provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this AGREEMENT.

J. DELAYS AND EXTENSION OF TIME

If the CONSULTANT is delayed in the progress of the Services by any act or neglect of CLIENT or by any separate teaming partner, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the CONSULTANT will, within twenty-four (24) hours of the start of the occurrence give notice to CLIENT of the cause of the potential delay and estimate the possible

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time extension involved. Due to the time sensitive nature of the Services being provided by CONSULTANT any extension or delays in CONSULTANT'S performance must be negotiated by the parties such that CLIENT can still meet deadlines which are established by entities that are not parties to this AGREEMENT. No extension of time will be granted to the CONSULTANT for delays occurring to parts of the Services that have no measurable impact on the completion of the Services under this AGREEMENT. No extension of time will be considered for weather conditions normal to the area in which the Services are being performed. Unusual weather conditions if determined by CLIENT to be of a severity that would stop all progress may be considered as cause for an extension of completion time. Delays in delivery of equipment or material purchased by the CONSULTANT or its subcontractors will not be considered as a just cause for delay. The CONSULTANT will be fully responsible for the timely ordering, scheduling, expediting, and/or delivery of all equipment, materials, and personnel.

K. TERM OF AGREEMENT

The AGREEMENT shall extend to and expire upon December 31, 2016. This term may be extended by mutual consent of both parties.

ARTICLE 7. NOTICES

For the purposes of this agreement, notices will be by United States Mail to:

For the CLIENT:

For the CONSULTANT:

City of Franklin

JSA Civil Environmental Engineers, Inc.

9229 West Loomis Road

2410 N. Palmer Street

Franklin, WI 53132

Milwaukee, WI 53212

ATTN: Sandra L. Wesolowski, City Clerk

ATTN: Jo-Walter Spear, Jr., P.E.

ARTICLE 8. SIGNATURES AND ATTACHMENTS

A. The following attachments are made part of this AGREEMENT: Attachment A.

B. This AGREEMENT executed in duplicate original, represents the entire AGREEMENT between the parties, supersedes all prior agreements and understandings and may be changed only a written amendment executed by both parties:

Approved for JSA Civil Environmental Engineers, Inc.

Accepted for City of Franklin

By _____

By: _____

Name: Jo-Walter Spear, Jr., P.E.

Name: Stephen R. Olson

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Title: Project Manager

Date: _____

Title: Mayor

Date: _____

By: _____

Name: Sandra L. Wesolowski

Title: City Clerk

Date: _____

By: _____

Name: Paul Rotzenberg

Title: Director of Finance and Treasurer

Date: _____

Approved as to form:

By: _____

Name: Jesse A. Wesolowski

Title: City Attorney

Date: _____

JSA Civil Environmental Engineers, Inc. (JSA) Scope of Professional Engineering Services to The City of Franklin, WI

LANDFILL OPERATIONS AUDITING

The scope of services has been broken down into the following tasks:

Task 1 Auditor's Manual

The auditor's manual is reviewed and updated, annually. The budget for this task assumes one hour to review and update the manual.

Deliverables: Auditors Manual

Task 2 Operations and Construction Audit

JSA auditors will perform audits of landfill operations and any construction activities occurring during the audit. The audit of operations will include, but not be limited to, observation of waste receipt; weigh-in, placement and compaction of wastes; the application of cover materials and cover integrity; odor monitoring (on-site and off-site); leachate management, including leachate recirculation, evaporation, and disposal; landfill gas recovery system operations; flare stability and consistency; vegetation observations for signs of landfill gas or leachate stress; and other necessary operations for the facility. To maximize the efficiency of the audits, JSA has prepared an audit form that encompasses regulatory, permit, and contractual requirements, as well as other standards of practice in the solid waste industry. JSA has used this form, or one similar to it, at other facilities. JSA will provide the City of Franklin, Metro Waste Disposal and Recycling Monitoring Committee (Committee) and Metro Waste Disposal and Recycling Facility(Metro) with an audit report following each site visit. Particular attention will be paid to activities and procedures that do not conform the contract between Metro and the City of Franklin (City). We will provide our findings and recommendations to the Committee in writing.

Inspection of operations will be conducted during each site visit, as appropriate. Construction continues at a landfill after the major actions of building new cells. The addition of a new landfill gas recovery well, placement of incremental cap areas, erosion damage repairs and other construction activities will be observed if they are in process during the audit.

Our team has extensive experience in all aspects of landfill construction and operation and will draw upon our Project Manager's experience with landfill construction and operations, with the support of our Principal, who has over 30 years of landfill construction and operations experience. We will use our experience to anticipate problems and to keep the City fully informed of the project status.

Our budget for this task is based on the assumption that one team member will spend 3 to 4 hours at the site each week, with senior review of the audit reports.

During periods of intense or complex construction, the audits may consume more time than anticipated above. Our experience in other audit situations is that there are opportunities to manage the total budget to prevent budget over runs at the project level.

Deliverables: Copy of landfill operations audit report following each site visit, including a copy of the landfill construction audit report for construction activity occurring during the audit; Year End Report

Task 3 Odor Monitoring

JSA will conduct Odor Monitoring before and during every audit event at the Metro site. A course about the landfill has been defined for the limits of odor monitoring and the results of each event are recorded upon a map that is included in the Audit report. JSA also maintains an online database of all odors reported and their geographic location about the Metro site.

Deliverables: Copy of the Odor Monitoring Map with every Audit Report, provide and maintain online database of odor complaints.

Task 4 Environmental Monitoring and Data Analysis

At the direction of the City or the Committee, JSA will review and evaluate groundwater quality and surface water quality data, groundwater elevation data, leachate quality data; and landfill gas data provided by Metro to the City or the Wisconsin Department of Natural Resources (WDNR). This evaluation will include both a general trend analysis and a trend analysis that relates to the background data.

If our team identifies significant changes or anomalies in the groundwater or surface water data, we will evaluate the impact of the landfill on those changes and notify the City. At the request of the City, we will identify appropriate mitigation actions and present these actions in a technical memorandum for the City's review.

Deliverables: Quarterly and Annual review of Metro's analysis of groundwater and surface water

quality and an assessment of the numerical results; a memorandum summarizing the observation during a quarterly groundwater and surface water monitoring event; quarterly and annual review of Metro's sampling and analysis of landfill gas and an assessment of the numerical results; and a memorandum summarizing the observation during a landfill gas monitoring event.

Task 5 Facility Closure and Post-Closure Care Monitoring

At the direction of the City, JSA will make independent annual determinations of the funding level (+30% or -50%) necessary to close the landfill and to monitor and maintain it for a period of 30-years following closure. This level will be compared to the current balance of the facility closure, monitoring, and maintenance funds or current calculations of that fund, by Metro. We will provide a written assessment to the City indicating whether sufficient funds have been set aside.

Deliverable: Annual written report assessing funding requirements for closure and post-closure monitoring.

Task 6 Attendance at Landfill Committee Meetings

JSA will attend the Committee Meetings in order to address questions from members of the committee. Typically, the Auditor and/or an engineer will attend the meeting, based on our understanding of committee concerns. We request to be placed on the agenda early in the meeting and will attend for a period of one hour at no cost to the City. If we are requested to remain after the hour, the City will be billed for the time at the regular hourly rate of our attendees. The budget for this task assumes that we will spend no more than one hour at the meetings.

Deliverable: Documentation as requested by the committee at prior meetings, if any.

Task 7 Additional Services as Requested

JSA is prepared to perform a variety of tasks for the duration of the contract period not specifically addressed in the scope of services. Our experience suggests that the flexibility offered by this arrangement will be extremely valuable to the City. Because of the variety of situations that are encountered in the course of landfill construction and operation, there are services that may be requested that can not be envisioned at the time the scope of services is written. The following list is not a proposal for additional services, but a short lists of examples of services we have been asked to provide during an audit contract that were not envisioned in the contract:

- Consultation regarding storm water and erosion control when problems occur,
- Consultation regarding alternative daily cover,
- Consultation regarding the Operator's plans to meet new regulations including air quality, gas management, and NPDES regulations,
- Consultation regarding Operator proposals to change environmental monitoring plans,
- Solid waste market assessment and consultation,
- Consultation on the effectiveness and selection of landfill deodorants,
- Consultation on and the preparation of comments regarding legislation or regulation that effects landfill operation or impacts the agreement between the community and the landfill

Deliverable: Deliverable and level-of-effort for activities under this Task will be developed on a case by case basis as requested by the City.



**Standard Rates and Conditions
For Legacy Clients
2016**

<u>Title</u>	<u>Rate</u>
Principal	\$120.00
Project Manager	\$ 85.00
Administration	\$ 50.00
Engineering Technician	\$ 50.00

Mileage is billed at \$ 0.63 per mile and travel is billed at one-half the traveler's hourly rate. Copies are billed at \$ 0.10 per page for letters, memoranda, reports, etc and \$0.55 for color letter sized. Drawings are billed at \$ 1.00 per square foot of drawing for black and white and \$ 10.00 per square foot for color. All other direct expenses are itemized on our invoice. Invoicing will include any disposable supplies or special equipment, as applicable. Clients will be provided with a secure Intranet page, for the receipt and maintenance of deliverables and other documents. Our secure intranet page is also available for collaborative document development and review. A 10 % surcharge will be applied to all expenses to cover administration and management. Each client invoice is assessed a \$50.00 Administrative Services Fee to recover accounting and billing costs.

JSA Civil Environmental Engineers charges time on the basis of the nearest ½ hour for engineers and planners and the nearest ¼ hour for graphics, CAD, and Administrative personnel. Invoicing is done at least once each month, either around the middle of the month or the end of the month, based on client preference. Invoices will be submitted within ten (10) days of the close of the billing period and are payable upon receipt. Should invoices be issued outside of this schedule, they are due and payable upon receipt. JSA reserves the right to assess late charges of 5.0% of the principal per month against all invoices not paid within 60 days of issuance. In addition, work on the project by JSA may be suspended and data, reports and/or other products withheld, should invoices not be paid within 45 days. Invoices are due and payable upon receipt. Invoices paid within fifteen (15) days of issuance are eligible for a 2.5% discount, which maybe taken by the client when making payment.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2015-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN
AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING
SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING &
DISPOSAL FACILITY TO DECEMBER 31, 2016, WITH
JSA CIVIL ENVIRONMENTAL ENGINEERS, INC.

WHEREAS, JSA Civil Environmental Engineers, Inc. having proposed to provide continued services as previously approved by the Common Council for the monitoring of the Metro Recycling & Disposal Facility landfill operations, for compliance with applicable state and local laws, codes, rules, orders and ordinances and siting agreements, to the end of the year 2016, the cost of such services being reimbursable to the City pursuant to Article IVB. of the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement; and

WHEREAS, the Common Council having considered such proposal and the resources currently available to obtain such monitoring services, and the benefit to the Community from the provision of such services and having found such proposal to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the agreement for Professional Environmental Engineering Services to Monitor Compliance at Metro Recycling & Disposal Facility landfill, with JSA Civil Environmental Engineers, Inc., as previously extended by the Common Council to December 31, 2015, be further extended to December 31, 2016, to provide services limited to bi-monthly audits, reports thereon and government meeting attendance limited to one hour each meeting, and such prior contract terms as may be applicable thereto, at cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV.24.B., and all in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

RESOLUTION NO. 2015-____
Page 2

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>Slew</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/15/2015
REPORTS & RECOMMENDATIONS	W. COLLEGE AVENUE PATH STATUS (S. 27 TH TO S. 35 STREETS)	ITEM NUMBER <i>G.8.</i>

BACKGROUND

Per the November 17, 2015 Common Council Meeting:

Aldermoman Wilhelm moved to proceed with the design, permits, and bidding for Section E of the pedestrian walkway (South 35th Street to the Woods Senior Complex) along West College Avenue for an amount not to exceed \$15,000 utilizing existing 2015 Capital Improvement Fund General Park appropriations, and to authorize the City to sign a professional services agreement subject to review by the City Attorney, and to report on the status of the project including but not limited to any updates on the proposed construction costs and an anticipated construction date at the next Council meeting in December. Seconded by Alderman Taylor. All voted Aye; motion carried.

Aldermoman Wilhelm moved to direct staff to prepare all documentation for design, permitting, notifications, public meetings, and bidding of Section A through D of the pedestrian walkway along West College Avenue, and also to immediately pursue all available Milwaukee County Community Development Block Grant funding and impact fee availability for the entire project (Sections A through E) and return the information for Council consideration on December 15, 2015. Seconded by Alderman Schmidt. All voted Aye; motion carried.

At the November 17, 2015 meeting, Staff provided exhibits showing the Sections A-E with anticipated construction costs. Note that **SECTION E IS THE ONLY SECTION FUNDED FOR DESIGN AND THAT THESE ARE PRELIMINARY ESTIMATES ONLY.**

Seg.	Estimate
A	\$45,000
B	\$64,900
C	\$28,900
D	\$111,900
E	\$36,750
Total	\$287,450

STATUS

On December 1, 2015 Staff talked to Milwaukee County Engineering regarding the design of the path. Staff received direction and took many notes including, but not limited to:

- They have no preference to the path being concrete or asphalt construction.
- They prefer that where possible the path be located at or near the far edge of ROW to create as much terrace as possible for snow storage.
- Additional improvements to this road section of College Avenue are not in their current 5-year plan.
- In the future, any relocation of the path would be at the County's expense for road projects.
- It would be difficult for the County to make any road improvements without additional right-of-way (ROW). A 4-lane cross section is not possible without the County acquiring significant ROW.
- The County Staff is amiable to an agreement to locate the path in the ROW satisfying CDBG requirements. Legal Staff for both the County and the City would need to discuss.
- No County permit fees would be required for design or construction.
- The County requests a minimum of a week to review plans.

STATUS ON MOTION 1: Staff has signed agreement with Malas Engineering for \$9,100 to design Section E. Preliminary layout should be completed by December 11. Staff and the Aldermoman participated in a walkthrough with consultant on 12/11 to discuss placement of sidewalk and complete the preliminary design.

It is anticipated that the design will be complete and ready for bidding in February 2016 and then ready for construction in the spring of 2016. Construction would be pending weather conditions and receipt of a CDBG signed agreement.

STATUS ON MOTION 2: A City Project Engineer has been hired with an expected start date December 21, 2015. This project could then be designed in-house. Section A is awaiting WisDOT information.

Alderwoman Wilhelm has contacted Mayor Neitzke in Greenfield. Their 2016 CDBG monies are already committed but he would look into 2017 options.

Previous County project wetland delineations are at or near the 5-yr acceptance rule. Staff is in the progress of researching applicability of previous wetland work with WDNR. County and Consultant are assisting in these efforts. Not moving forward with design of Sections B-D could jeopardize the value of this previous information and add project costs.

Staff discussed the existing survey (sections A-D) from the 2010 project with the County Engineering staff. This GIS data is available to the City for design purposes, but we will need to contact the consultant from the 2010 project for the survey data.

Regarding public meetings: Alderwoman Wilhelm will coordinate with the two property owners in Section E. Once designs for Sections B-D are completed, residents will be invited to a meeting.

FISCAL NOTES

Milwaukee County Community Development Block Grant (CDBG) funding: this project does qualify and the City has been awarded \$65,193 which can be used to fund a complete small section, or can be used to fund a portion of a larger section. We anticipate that the City's agreement with the County can be signed in May 2016. The next application is due in July 2016. We will follow Council direction in pursuing all available CDBG funds including contacting the County regarding unused funds from other projects.

Historically, unused CDBG funds from one year have been able to be carried forward to a subsequent year and may even be reprogrammed to another project. As such, it is very likely that any portion of 2016's allocation that is not spent on Section E may be able to be moved forward and added to a 2017 allocation to provide for a larger subsequent phase if desirable. Please recognize, however, that the County does not have a contractual obligation to allow for this carry forward or reprogramming, but they have been very cooperative in this regard over the last decade. Also note that County CDBG staff has contacted HUD representatives to determine if a portion of the 2016 allocation can be used for design of additional sections that may be constructed with a subsequent year's CDBG allocation. Lastly, be aware that any CDBG funds may not be used as a match against any impact fee application. Any CDBG funds applied must be deducted from the total cost prior to calculating an applicable impact fee share.

Park Impact Fee funding: The City Attorney has reviewed the proposed project with regard to impact fee funding and determined it to be a unique 'sidewalk' project under all of the circumstances presented. The proposed West College Avenue pedestrian way is accounted for in the 2002 Impact Fee Study Needs Assessment, as amended. It is included in the Comprehensive Outdoor Recreation Plan: 2025 (while also being included in the Safe Routes to School Plan). The proposed West College Avenue pedestrian way is included in the 2025 Comprehensive Master Plan. The Franklin Complete Streets and Connectivity Committee has also supported it. The proposed West College Avenue pedestrian way provides: pedestrian and recreational access; health, welfare, safety and recreational benefits; and connectivity to Grobschmidt Park, Glen Meadows Park, the Oak Leaf Trail and ultimately, Pleasant View Park, and would connect every Park in Aldermanic

District No. 3. The area to be served by the proposed project also includes residents who are citizens with disabilities and lower income that will be better served by the health, safety and welfare benefits of the pedestrian access to public park facilities.

Orrin Sumwalt, AICP, Planner II and Joel Dietl, AICP, Planning Manager of the Department of City Development have opined that the way is and will be part of the City Parks plan and system. Claire Siverman, Legal Counsel for the League of Wisconsin Municipalities, upon inquiry for a second opinion from the City Attorney, responded that under all of the foregoing circumstances, the proposed West College Avenue pedestrian way is an appropriate part of the City Parks plan and system and as such, fundable by impact fees.

§92-9.J. of the Municipal Code provides: "*[f]ee reduction. Any impact fee imposed under this section shall be reduced to compensate for capital costs otherwise imposed by the City, upon the land development subject to this section, for the same public facilities for which an impact fee has been imposed under this section, including by way of special assessments, special charges, land dedications or fees in lieu of land dedications under Ch. 236, Wis. Stats., or any ordinance adopted there under or any other items of value. Impact fees imposed under this section shall also be reduced to compensate for moneys received from the federal or state government specifically to provide or pay for the public facilities for which the impact fees under this section are imposed.*"

This project (including engineering) would qualify for 61% matching Park Impact fees, while the construction cost less the CDBG grant net cost would also qualify for 61%. Only local funding can qualify for this funding reimbursement- i.e. the City cannot claim reimbursement for Federal or State funding sources- only our local match.

TIF eligibility. After closer examination, it appears that all Segments (A-E) are within ½ mile of the TID #3. Therefore, the entire project is eligible for TID #3 Project Costs. Sidewalks and other amenities are eligible project costs. There is a limit to the total expenditures from the TID and the other expenses include work as part of the 27th Street reconstruction. The Joint Review Board may need to discuss this project if the total expenditures exceed previously established budgets. The 27th Street project is only half complete and there are many unknowns to complete construction. Staff is currently studying the 27th Street Budget. In summary, this project qualifies as a TID Project Cost if it fits within the total TID budget. Note that TID funds are not eligible for reimbursement from Park Impact Fees.

Assessments. Historically, the City has not assessed residential property for construction of sidewalks and/or paths. Much of this section involves single-family residential properties. Such a decision to assess property owners would also make them less inclined to cooperate in granting permanent or temporary easements/ ROWs. Staff does not recommend assessment of sidewalks because it could be argued that the benefit is for the traveling public, not the individual property owners. There is also a concern that CDBG and Impact Fees are just a redistribution of Federal tax dollars, effectively causing any assessed tax-payers to pay for the walk in multiple ways.

DOT Funding (Section A): Staff discussed this project with Tom Lazcano- DOT in regards to inclusion with the S. 27th Street Project. Mr. Lascano's answer was "*The furthest I [DOT] would be able to extend sidewalk on my project is to the strip mall, where the north side sidewalk ends. If you [City] were able to obtain the right of way, I would just have the contractor overrun the quantity at the existing cost share.*" The "cost share" is 80/20 DOT/City participation. Staff is attempting to verify with Mr. Lascano the procedures needed for acquiring a small piece of ROW.

Transportation Alternatives Program (TAP): The 2016-2020 TAP Program Cycle Application deadline is January 29, 2016. "*TAP grants are competitively awarded and must meet the following criteria: fit within one*

of the federal eligibility categories, comply with all WisDOT policies as outlined in WisDOT TAP guidelines, relate to surface transportation, and have an eligible sponsor.” This project appears to be eligible as a transportation alternative A. “Construction, planning, and design of on-road and off-road trail facilities for pedestrians bicyclists, and other nonmotorized forms of transportation, including sidewalks..... to achieve compliance with the American with Disabilities Act of 1990....”

The TAP is an 80/20 match program. Note that “projects funded under this section.... Shall be treated as projects on a Federal-aid highway under this chapter.” Use of this funding source comes with many restrictions which could needlessly delay completion. Note also that TAP funds may not be used as a match against any impact fee application. Any TAP funds applied must be deducted from the total cost prior to calculating an applicable impact fee share.

Bus stop funds. Staff contacted Milwaukee County Transit System to identify any available funds to make the bus stops ADA accessible. They did receive a \$100k from the New Freedom Grant and its purpose was specifically for accessible issues immediately at the bus stop- like curb cut, concrete pad, and modifications to shelters. They were appreciative of our goal to extend the sidewalk so that a person in a wheel chair could make it to the curb cut, but that funding is not the applicable vehicle.

Proposed Funding:

Alternative A: 2 Years CDBG with TAP Grant		Alternative B: 1 Year CDBG, no TAP Grant		Alternative C: 2 Year CDBG, no TAP Grant	
Summary By Funding Source:		Summary By Funding Source:		Summary By Funding Source:	
\$36,000	DOT Share	\$36,000	DOT Share	\$36,000	DOT Share
\$11,000	Local Share- TID	\$11,000	Local Share- TID	\$11,000	Local Share- TID
\$65,193	2016 CDBG	\$65,193	2016 CDBG	\$65,193	2016 CDBG
\$65,000	2017 CDBG	\$0	2017 CDBG	\$65,000	2017 CDBG
\$82,320	TAP Grant	\$0	TAP Grant	0	TAP Grant
\$19,756	Impact Fees	\$109,621	Impact Fees	\$69,971	Impact Fees
\$9,082	Other City Funds	\$66,537	Other City Funds	\$41,187	Other City Funds
\$3,549	Approved CIP funds	\$3,549	Approved CIP funds	\$3,549	Approved CIP funds
\$291,900	Total	\$291,900	Total	\$291,900	Total
Detail By Sections		Detail By Sections		Detail By Sections	
Section A: (\$47,000 +/-)		Section A: (\$47,000 +/-)		Section A: (\$47,000 +/-)	
\$36,000	80% DOT Share	\$36,000	80% DOT Share	\$36,000	80% DOT Share
\$9,000	20% Local Share- TID	\$9,000	20% Local Share- TID	\$9,000	20% Local Share- TID
	Land Acquisition Services and Purchase-		Land Acquisition Services and		Land Acquisition Services and
\$2,000	TIF	\$2,000	Purchase- TIF	\$2,000	Purchase- TIF
Section B: (\$64,000 +/-)		Section B-D (\$205,800 +/-)		Section B-D (\$205,800 +/-)	
\$0	Design (In house)		Remaining 2016 CDBG Grant		Remaining 2016 CDBG Grant
\$65,000	2017 CDBG Grant to Apply	\$35,193	Received	\$35,193	Received
\$0	Local Funds			\$65,000	2017 CDBG Grant to Apply
Section C: (\$28,900 +/-)		\$104,070	Park Impact Fees 61%	\$64,420	Park Impact Fees 61%
\$0	Design (In house)	\$66,537	Other City Funds	\$41,187	Other City Funds
\$28,900	2016 CDBG Grant Received				
Section D: (\$111,900 +/-)					
\$0	Design (In house)				
	Start construction with remainder of				
\$6,293	2016 CDBG Grant Received				
\$82,320	TAP Grant Funding (80% of \$111,900-\$6,293)				
	Park Impact Fees applied to local 20%				
\$14,205	match. This is 61% of local match.				
\$9,082	Local funds yet to be determined.				
Section E: (\$36,750 +/-)		Section E: (\$36,750 +/-)		Section E: (\$36,750 +/-)	
	Park Impact Fees. This is 61% of		Park Impact Fees. This is 61% of		Park Impact Fees. This is 61% of
\$5,551	\$9,100 Design Fee	\$5,551	\$9,100 Design Fee	\$5,551	\$9,100 Design Fee
	Design from Capital Improvement Fund-		Design from Capital Improve.		Design from Capital Improve.
\$3,549	Park Development	\$3,549	Fund- Park Development	\$3,549	Fund- Park Development
	Construction from 2016 CDBG Grant		Construction from 2016 CDBG		Construction from 2016 CDBG
\$30,000	received.	\$30,000	Grant received.	\$30,000	Grant received.
\$291,900	TOTAL	\$291,900	TOTAL	\$291,900	TOTAL

[Note: The difference in total from the November 17th numbers as shown on page 1 is \$2,000 in Section A, \$2,350 on Section E, and \$100 in Section B.

SUMMARY:

- SECTION E: Design is already authorized and near completion and construction costs are approved and fully funded as part of the 2016 CDBG allocation.
- SECTION A: Design and Construction can be incorporated into WisDOT's 27th Street Project if ROW is resolved.
- SECTIONS B-D: Design costs may increase if current wetland delineations become invalid. Design and Construction have several funding options; some more timely to the project than others.

RECOMMENDATIONS

1. Direct Staff to prepare a TAP Application due January 29, 2016 for Section D.
2. Direct Staff to start design on Sections B-D
3. Direct Staff to pursue DOT funding and construction for Section A.
4. Direct Legal Counsel to acquire needed ROW in Section A.

SUGGESTED MOTION

Motion to direct staff, including legal counsel, to apply for available TIF, CDBG, IMPACT FEE funding as appropriate and to seek any additional TAP and CDBG funding, and to resolve the ROW needs that will allow Section A to be completed by the WisDOT as part of the 27th construction project.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/15/2015
REPORTS & RECOMMENDATIONS	Status of Parks, Playgrounds, and Land for Athletic Fields Impact Fee Funds & Related Capital Expenditures	ITEM NUMBER G.9.

Attached please find the summary sheet prepared by the Director of Finance and Treasurer relative to the status of Parks, Playgrounds, and Land for Athletic Fields Impact Fees pertaining to those funds that may potentially be subject to refunding.

The second column identifies the amount of said impact fees collected during the related month and year as identified in column one. The remaining columns track the allocation of our allowable expenditures against those monthly balances. The third column shows that park-related expenditures through 2014 had distributed collections into June of 2015. Column four shows that park-related expenditures through 2015 have distributed collections into January of 2006. Expenditures through the close of November leaves \$60,019.79 of the January 2006 collections unspent.

Staff has identified that some recently completed parks projects, which otherwise had costs partially funded through these impact fees, had additional staff costs that were not charged to the project. These costs were DPW staff and equipment charges that supported the project. City staff and equipment time associated with the Pleasant View Trail, the Pleasant View Trail Bridge, the Hike Bike trail surface leveling and shoulder, and Ernie Lake Park equipment installation will expend, very roughly, another \$10,000 of these impact fees. **As each project was previously authorized and is completed, unless otherwise directed by the Common Council, these additional expenditures will be recorded as capital expenditures against existing 2015 general Park Development appropriations.**

Relative to the remaining balances identified on the attachment, statute and ordinance dictate the following: "An impact fee that was collected before April 11, 2006, must be used for the purpose for which it was imposed not later than the first day of the 120th month beginning after the date on which the fee was collected. Any such fee that is not used by that date shall be refunded to the current owner(s) of the property with respect to which the impact fee was imposed, along with any interest that has accumulated."

Therefore, impact fees collected in January of 2006 which remain unspent as of January 1, 2016 are required to be refunded along with interest. The same thing will happen in February and March, which puts \$71,079 and \$45,883, respectively, at risk. Only a portion of the April collection will be at risk provided the Common Council adopts a resolution stating "that, due to extenuating circumstances or hardship in meeting the ten-year limit, the City needs an

additional three years to use the impact fees that were collected.” The Director of Administration will be preparing the resolution that addresses the findings and extenuating circumstances that led to the need to adopt the resolution. The reason only a portion of the April 2006 collections are considered is because a statutory change previously occurred that allows collections following April 10, 2006 to be subject to the extension for extenuating circumstances.

Note that the City can still pursue and accept the donation of land which can then be converted to parkland that would create the necessary expenditure and, thereby, preserve up to approximately \$190,000 of previously collected park impact fees for future park projects. To preserve January 2006 (and after) collections, the land transfer and related expenditure would have to be completed in December 2015. Similarly, a land donation and related expenditure completed in January of 2016 could preserve February 2006 (and after) collections, etc.

COUNCIL ACTION REQUESTED

As determined by the Common Council.

City of Franklin

Impact Fees Collected/Spent by month

	Impact Fees Collected	Impact Fees Spent 2014	Impact Fees Spent 2015	Total Spent	Impact Fees Unspent	Monthly spend							
						April	June	July	August	September	October	November	
Jan-05	53,116	53,116.00	-	53,116.00	-								
Feb	95,532	95,532.00	-	95,532.00	-								
Mar	58,688	58,688.00	-	58,688.00	-								
Apr	87,380	87,380.00	-	87,380.00	-								
May	162,788	162,788.00	-	162,788.00	-								
Jun	76,254	53,507.30	22,746.70	76,254.00	-	5,917.22	16,829.48						
Jul	81,394	81,394.00	81,394.00	81,394.00	-		81,394.00	98,166.63					
Aug	101,956	101,956.00	101,956.00	101,956.00	-		3,789.37	13,495.87	77,322.13				
Sep	90,818	90,818.00	90,818.00	90,818.00	-				60,834.00				
Oct	60,834	60,834.00	60,834.00	60,834.00	-				9,008.35				
Nov	48,830	48,830.00	48,830.00	48,830.00	-					39,821.65			
Dec	89,106	89,106.00	89,106.00	89,106.00	-					89,106.00			
Total	1,006,696	511,011.30	495,684.70	39,843.21	-	5,917.22	102,012.85	111,662.50	147,164.48	128,927.65	-	-	-
Jan-06	99,863	-	39,843.21	39,843.21	60,019.79								
Feb	71,079	-	-	-	71,079.00								
Mar	45,883	-	-	-	45,883.00								
Apr	68,384	-	-	-	68,384.00								
May	57,584	-	-	-	57,584.00								
Jun	63,879	-	-	-	63,879.00								
Jul	44,986	-	-	-	44,986.00								
Aug	37,786	-	-	-	37,786.00								
Sep	29,689	-	-	-	29,689.00								
Oct	32,388	-	-	-	32,388.00								
Nov	35,992	-	-	-	35,992.00								
Dec	59,394	-	-	-	59,394.00								
Total 2015 & 2016	646,907	-	39,843.21	39,843.21	607,063.79	5,917.22	102,012.85	111,662.50	147,164.48	134,957.99	4,451.47	4,451.47	29,361.40

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 15, 2015
REPORTS AND RECOMMENDATIONS	Conveyances to the City of Franklin and the Milwaukee Area Land Conservancy ("MALC") by the Milwaukee Metropolitan Sewerage District with Participation by the Wisconsin Department of Natural Resources of Parcels of Land Acquired Pursuant to the Milwaukee Metropolitan Sewerage District and The Conservation Fund Greenseams® Program Participation and Potential Conveyance to the Wisconsin Department of Natural Resources by the Milwaukee Metropolitan Sewerage District of Certain of the Program Parcels (MMSD provided prior private property owner names and approximate acreage and City Assessor file record documents and GIS information tax key nos.: to WIDNR: Dumke/Olsen 33.24 acres 844 9997 000; Katzman 11.14 acres 844 9996 000; Franklin DC 10.05 acres 844 9998 000; to MALC: Hack 49.89 acres 889 9990 000; Franklin DC 44.33 acres 890 9990 000; St. Sava 23.55 acres 890 9999 000; Radicevich 15.68 acres 886-9998-000; to Franklin: St. Nikola 17.33 acres 787 9992 000)	ITEM NUMBER <i>6.10.</i>
<p>The above subject matter or components thereof were before the Common Council at its September 15, 2015, September 1, 2015 and July 7, 2015 meetings. Copies of the action sheets and supporting documentation are attached. Since the last meeting on the subject matter(s), staff has engaged in communications with Wisconsin Department of Natural Resources staff and the Milwaukee Area Land Conservancy President. Though substantial detail work remains, the bottom line of the above at this time is as follows. WIDNR will not require the application of State hunting regulations to the transfer of Greenseams lands to MALC, a not-for-profit land conservation entity. MALC would enter into a long-term/perpetuity lease or the like with the City, providing for natural area and recreation and conservation public park purposes. The Environmental Commission and the Parks Commission would assist in the natural area and recreation and conservation public park purposes program and goals. Conservation easements would be exchanged between and among the parties. WIDNR is processing an exemption for the St. Nikola property, which if granted, would exempt that property from State hunting regulations upon conveyance by MMSD to the City (and a return conservation easement to MMSD). WIDNR staff is requesting a letter of intent with regard to the goal of including the Franklin DC approximately 10.05 acre parcel in its Ordinance allowing for shotgun hunting (the other above mentioned for conveyance to WIDNR properties already are in the Ordinance). City staff is requesting Common Council approval to proceed with all transactional matters in the general parameters set forth above, in a like matter as the authority granted by the Common Council at its July 7, 2015 meeting, which allowed for closings on three of those parcels before the month was over. City staff is also reviewing an Aldermanic request with regard to another property owned by the State for consideration in the overall realm of working together in regard to the above.</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p>		
<p>As the Common Council may deem appropriate.</p>		

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE September 15, 2015
REPORTS AND RECOMMENDATIONS	<p>Conveyance to the City of Franklin by the Milwaukee Metropolitan Sewerage District with Participation by the Wisconsin Department of Natural Resources of Parcels of Land Acquired Pursuant to the Milwaukee Metropolitan Sewerage District and The Conservation Fund Greenseams® Program Participation and Potential Conveyance to the Wisconsin Department of Natural Resources by the Milwaukee Metropolitan Sewerage District of Certain of the Program Parcels (MMSD provided prior private property owner names and approximate acreage and City Assessor file record documents information and tax key nos.: to WIDNR: Dumke/Olsen 33.24 acres 844 9997 000; Katzman 11.14 acres 844 9996 000; Franklin DC 10.05 acres 844 9996 000; to Franklin: Hack 49.89 acres 889 9990 000; Franklin DC 44.33 acres 890 9990 000; St. Sava 23.55 acres 890 9999 000; St. Nikola 17.33 acres 787 9992 000; Radicevich 15.68 acres 886-9998-000)</p>	ITEM NUMBER <i>G.5.</i>

The above subject matter was before the Common Council at its September 1, 2015 meeting. The Common Council adopted a motion to prepare information upon and report to the Common Council at their next meeting upon potential acquisition by the City of MMSD lands under Stewardship Grant Program with respect to all public safety concerns expressed at the Common Council meeting on 9/01/2015. Attached is a copy of the materials from the September 1, 2015 agenda packet. Also attached is a copy of that meeting follow up correspondence from Dianne Robinson of the Wisconsin Department of Natural Resources. The City Attorney has discussed the subject matter with the Council members in whose Districts the properties are located. Communications with the Department of Natural Resources are ongoing. The primary concern discussed at the September 1, 2015 meeting involved shotgun hunting upon the subject properties. Among the relevant provisions of the Wisconsin Statutes, the Wisconsin Administrative Code and the Municipal Code are:

Wis. Stat. § 23.0916 Stewardship land access

(1) **Definitions.** In this section:

- (a) "Former managed forest land" means land that was withdrawn from the managed forest land program under subch. VI of ch. 77 on or after October 27, 2007.
- (b) "Nature-based outdoor activity" means hunting, fishing, trapping, hiking, cross-country skiing, and any other nature-based outdoor activity designated by rule by the department for purposes of this section.
- (c) "Stewardship grant" means a grant that consists in whole or in part of funding from the stewardship program under s. 23.0917.

(2) **Requirement of access; nondepartment land.** (a) *Earlier acquisitions.* Except as provided in par. (b) and sub. (4), any person receiving a stewardship grant on or after October 27, 2007, and before July 1, 2011, that will be used to acquire land in fee simple or to acquire an easement on former managed forest land shall permit public access to the land for nature-based outdoor activities.

(am) *Later acquisitions.* Except as provided in par. (b) or (c) and sub. (4), any person receiving a stewardship grant on or after July 1, 2011, that will be used to acquire land in fee simple or to acquire an easement on former managed forest land shall permit public access to the land for nature-based outdoor activities.

(b) *Authority to prohibit access; earlier acquisitions; trails.* Except as provided in par. (c), the person receiving a stewardship grant subject to par. (a) or (am) may prohibit public access for one or more nature-based outdoor activities only if the natural resources board determines that it is necessary to do so in order to do any of the following:

1. Protect public safety.
2. Protect a unique animal or plant community.

3. Accommodate usership patterns, as defined by rule by the department.

(c) *Authority to prohibit access; later acquisitions.* For acquisitions of land or easements that are not for state trails or the ice age trail the person receiving a stewardship grant subject to par. (am) may prohibit public access for one or more nature-based outdoor activities only if the natural resources board determines that it is necessary to do so in order to do any of the following:

1. Protect public safety.
2. Protect a unique animal or plant community.

(3) Requirement of access; department land. (a) *All acquisitions.* Except as provided in par. (b) and sub. (4) and ss. 29.089, 29.091, 29.301(1)(b), and 29.621(4), the department shall permit public access for nature-based outdoor activities by others on land that is acquired by the department in fee simple or is an easement acquired by the department on former managed forest land.

(b) *Authority to prohibit access; earlier acquisitions; trails.* The department may prohibit public access on land or an easement subject to par. (a) for one or more nature-based outdoor activities if the natural resources board determines that it is necessary to do so to protect public safety, protect a unique animal or plant community, or accommodate usership patterns, as defined by rule by the department. This paragraph applies to all acquisitions of land in fee simple and easements on former managed forest land that occur on former managed forest land before July 1, 2011, and to the acquisition of easements on former managed forest land for state trails and the ice age trail that occur on or after July 1, 2011.

(c) *Authority to prohibit access; later acquisitions.* The department may prohibit public access on land or an easement subject to par. (a) for one or more nature-based outdoor activities only if the natural resources board determines that it is necessary to do so to protect public safety or to protect a unique animal or plant community. This paragraph applies to acquisitions of land in fee simple and easements on former managed forest land for purposes other than for state trails and the ice age trail that occur on or after July 1, 2011.

(3m) Board determinations. (a) Except as provided in par. (b), a determination by the natural resources board under sub. (2)(b) or (c) or (3)(b) or (c) with regard to public access on land or an easement requires 4 or more members of the natural resources board to concur in that determination if the land or easement was acquired on or after April 17, 2012.

(b) Paragraph (a) does not apply to a determination by the natural resources board with regard to public access on an easement, if the primary purpose of the easement is to provide public access to a navigable water on which public fishing is allowed.

(4) Fish and game refuges. The department or an owner of land that is in a fish or game refuge and that is subject to sub. (2)(a) or (am) or (3)(a) may prohibit hunting, fishing, or trapping, or any combination thereof.

(5) Rules. The natural resources board, by rule, shall develop all of the following:

- (a) Provisions relating to public access for nature-based outdoor activities for all lands other than those subject to sub. (2)(a) or (am) or (3)(a) that are acquired in whole or in part with funding from the stewardship programs under ss. 23.0915 and 23.0917.
- (b) A process for the review of determinations made under subs. (2)(b) or (c) and (3)(b) or (c).

(6) Reporting requirement. The department shall prepare a biennial report that identifies all land subject to this section that has been acquired during the preceding fiscal biennium and upon which public access for any nature-based outdoor activity is prohibited. For each acquisition, the report shall specify for which of these nature-based outdoor activities public access is prohibited and shall include the reason for the prohibition. The department shall submit the report to the joint committee on finance and to the appropriate standing committees of the legislature in the manner provided under s. 13.172(3). The department shall submit the report no later than November 15 for the preceding fiscal biennium and shall submit the first biennial report no later than November 15, 2009.

Wis. Adm. Code § NR 52.01 Purpose and applicability.

(1) Pursuant to s. 23.0916, Stats., lands acquired in whole or in part with funding from the stewardship program are open for public hunting, trapping, hiking, fishing and cross country skiing unless public access is prohibited pursuant to this chapter. Decisions to prohibit public access for these activities will be reviewed by the department using professional judgment and will be based on sound science, legitimate safety issues, factual data and relevant information. A restriction of a nature based outdoor activity may be considered a prohibition if the restriction prevents a major or a significant amount of the nature based activity from occurring.

Wis. Adm. Code § NR 52.05 Natural resources board determinations.

(1) In accordance with s. 23.0916, Stats., the natural resources board has determined that it is necessary to prohibit one or more NBOAs on department or non-department land for one or more of the following reasons listed below. In accordance with s. 15.05 (1) (b), Stats., the department shall make administrative determinations for each individual proposal to prohibit an NBOA, under the direction of the board, utilizing the process established in ss. NR 52.03 and 52.04, and based on the following reasons and factors.

(a) To protect public safety. One or more of the factors to consider when evaluating a proposal to prohibit an NBOA to protect public safety include:

1. The primary purpose for the project.

2. Laws and ordinances that may impact one or more NBOAs on the property.

Note: NBOAs may be affected by local laws or ordinances and may change as local laws or ordinances change.

3. User conflicts that may create public safety issues and impact one or more NBOAs on the property.

4. The physical characteristics of the property including size, shape, groundcover, topography or **proximity to inhabited buildings that create public safety issues and influence NBOAs on the property.**

5. A proposal to prohibit one or more NBOAs **on a parcel 5 acres or smaller**, located within the boundaries of cities and villages, shall be determined to be necessary in order to protect public safety and shall not be subject to s. **NR 52.04** unless:

a. The parcel is adjacent to a parcel where the NBOAs to be prohibited already exist or;

b. The parcel is adjacent to a public waterway.

(b) To protect a unique animal or plant community. One or more of the factors to consider when evaluating a proposal to prohibit an NBOA to protect a unique animal or plant community include:

1. The primary purpose for the project.

2. The necessity to prohibit an NBOA to protect and enhance the biological diversity, composition and ecological functions of natural communities exhibiting relatively little human disturbance or that have the capacity to be easily restored to such conditions.

3. The potential for an NBOA to impact the natural values of the site, according to s. **23.28 (3)**, Stats.

4. The potential for an NBOA to accelerate or increase over time and cause damage to the natural values of a site.

5. The potential for an NBOA to increase the risk of poaching rare plant or animal species, or the removal or destruction of rare geological or archeological features.

(c) To accommodate usership patterns. One or more of the factors to consider when evaluating the necessity to prohibit an NBOA to accommodate usership patterns include:

1. The primary purpose for the project.

2. User incompatibility and how this incompatibility may lead to the primary purpose of the project being significantly altered or curtailed.

3. The complexity, feasibility, practicality and cost effectiveness of separating activities by time and space or any other manner that might mitigate user incompatibility and or reduce the need for enforcement.

4. The size, shape and location of the property as well as surrounding land uses, including **the use of public lands immediately adjacent to the property which may or may not have been funded with stewardship funds. The use of adjacent lands shall not be used as the sole factor in making a determination to prohibit an NBOA to accommodate usership patterns.**

5. The mix of NBOAs at the location of the property that, to the extent practicable, will provide a quality experience for all compatible users and uses. [*emphasis added*]

Wis. Stat. § 941.20. Endangering safety by use of dangerous weapon

(1) Whoever does any of the following is guilty of a Class A misdemeanor: ***

(d) While on the lands of another discharges a firearm **within 100 yards of any building devoted to human occupancy** situated on and attached to the lands of another without the express permission of the owner or occupant of the building.

“Building” as used in this paragraph does not include any tent, bus, truck, vehicle or similar portable unit. [*emphasis added*]

Wis. Stat. § 29.301. General Restrictions on Hunting

(1) Hunting restricted areas.

(a) In this subsection, “school” means a public or private elementary or secondary school, including a charter school, a tribal school, as defined in s. 115.001(15m), or a technical college.

(b) No person may hunt within 1,700 feet of any hospital, sanatorium or the grounds of any school. The department may designate the form for or furnish signs designating the restricted area. No person may be convicted of a violation of this paragraph unless the restricted area is designated by the signs.

(c) Notwithstanding par. (b), this subsection does not prohibit hunting in a school forest if the school board allows hunting under s. 120.13(38).

Wis. Stat. § 167.31. Safe use and transportation of firearms and bows ***

(2) Prohibitions; motorboats and vehicles; highways and roadways. ***

(d) Except as provided in sub. (4)(a), (bg), (cg), (e), and (g), no person may discharge a firearm or shoot a bolt or an arrow from a bow or crossbow from or across a highway or **within 50 feet of the center of a roadway.** [*emphasis added*]

Wis. Stat. § 167.31. Use of firearms, etc., near park, etc.

(1) Any person who shall discharge or cause the discharge of any missile from any firearm, slung shot, bow and arrow or other weapon, **within 40 rods of any public park, square or enclosure owned or controlled by any municipality within this state and**

resorted to for recreation or pleasure, when such park, square or enclosure is wholly situated without the limits of such municipality, shall be punished by imprisonment in the county jail not exceeding 60 days or by fine of not more than \$25 nor less than one dollar.

(2) Subsection (1) does not apply to the discharge of a firearm if the actor's conduct is justified or, had it been subject to a criminal penalty, would have been subject to a defense described in s. 939.45. [*emphasis added*]

Mun. Code § 183-75. Firearms; hunting.

A. Discharge of firearms.

(1) No person shall fire or discharge any rifle, revolver, pistol, cannon, gun or firearm of any description within the City, except as otherwise provided herein.

(2) Notwithstanding anything to the contrary set forth within this section or within this Municipal Code, shotgun hunting and bow hunting is permitted upon lands within the Big Muskego Lake Wildlife Area which are owned and managed by the Wisconsin Department of Natural Resources and which were acquired by the Department under the Knowles-Nelson Stewardship Program, and which lands are west of South 116th Street and more particularly described under Section 3 of Ordinance No. 2010-2016.^[1] The regulations pertaining to such shotgun hunting and bow hunting upon such lands shall be those as are set forth in the Wisconsin Statutes and the Wisconsin Administrative Code, as amended from time to time, respectively.

[Added 8-17-2010 by Ord. No. 2010-2016]

[1] *Editor's Note: Section 3 of Ord. No. 2010-2016 refers to annexed Exhibit A, which more particularly describes the lands to which § 183-75A(2) pertains; a complete copy of the ordinance and exhibit are on file in the City offices. [note: pertains to/includes the "Dumke", "Katzman" and "Vandenboom" properties on the attached September 2, 2015 correspondence map from WIDNR.]*

B. Use of shotguns.

(1) The owner of any land within the City, together with any person invited by such owner, may on a date designated by the Council for the purpose of hunting foxes participate in an organized fox hunt and may fire any shotgun without magnum loads or slugs on the land belonging to such owner, provided that the land is not within the limits of a recorded plat, and no such shooting shall take place within 1,000 feet of any building, public street, road or highway. If the owner of any land should open his or her land for a fox hunt, such owner shall first notify the Police Department that he or she is opening his or her land for the fox hunt and shall give the location thereof.

(2) The owner of any land 40 acres or more, who raises crops as his or her substantial livelihood, such as corn, grain, soy beans and produce, may use and discharge a shotgun to destroy birds and animals that destroy or damage his or her crops, provided that he or she obtains a permit from the Chief of Police to do so and agrees to all terms and conditions on such permit. A copy of such permit is on file in the office of the City Clerk and shall remain in effect until revised by a resolution of the Council.

City staff will be present at the meeting for information purposes and the receipt of Common Council directions.

COUNCIL ACTION REQUESTED

As the Common Council may deem appropriate.

From: Jesse Wesolowski [jweslaw@aol.com]
Sent: Friday, September 11, 2015 3:09 PM
To: Sandi Wesolowski; Shirley Roberts
Cc: Lisa Huening
Subject: Fwd: Council Meeting Follow-Up
Attachments: image001.gif; ATT00001.htm; image002.gif; ATT00002.htm; image003.gif; ATT00003.htm; image004.gif; ATT00004.htm; image005.gif; ATT00005.htm; image006.gif; ATT00006.htm; 100yardbuffer_Radic.pdf; ATT00007.htm; 100yardbuffer_StNik.pdf; ATT00008.htm; 100yardbuffer_BMLWA.pdf; ATT00009.htm

Begin forwarded message:

From: "Robinson, Dianne H - DNR" <Dianne.Robinson@wisconsin.gov>
Subject: Council Meeting Follow-Up
Date: September 2, 2015 at 12:47:36 PM CDT
To: Steve Olson <Solson@franklinwi.gov>, "Jesse Wesolowski (jweslaw@aol.com)" <jweslaw@aol.com>
Cc: "Ritchie, Jim M - DNR" <Jim.Ritchie@wisconsin.gov>

Thank you for inviting us to the meeting last night. It was good to get viewpoints from all sides of this situation. Below are a few points that were brought up in the meeting, that I wanted to provide additional information on.

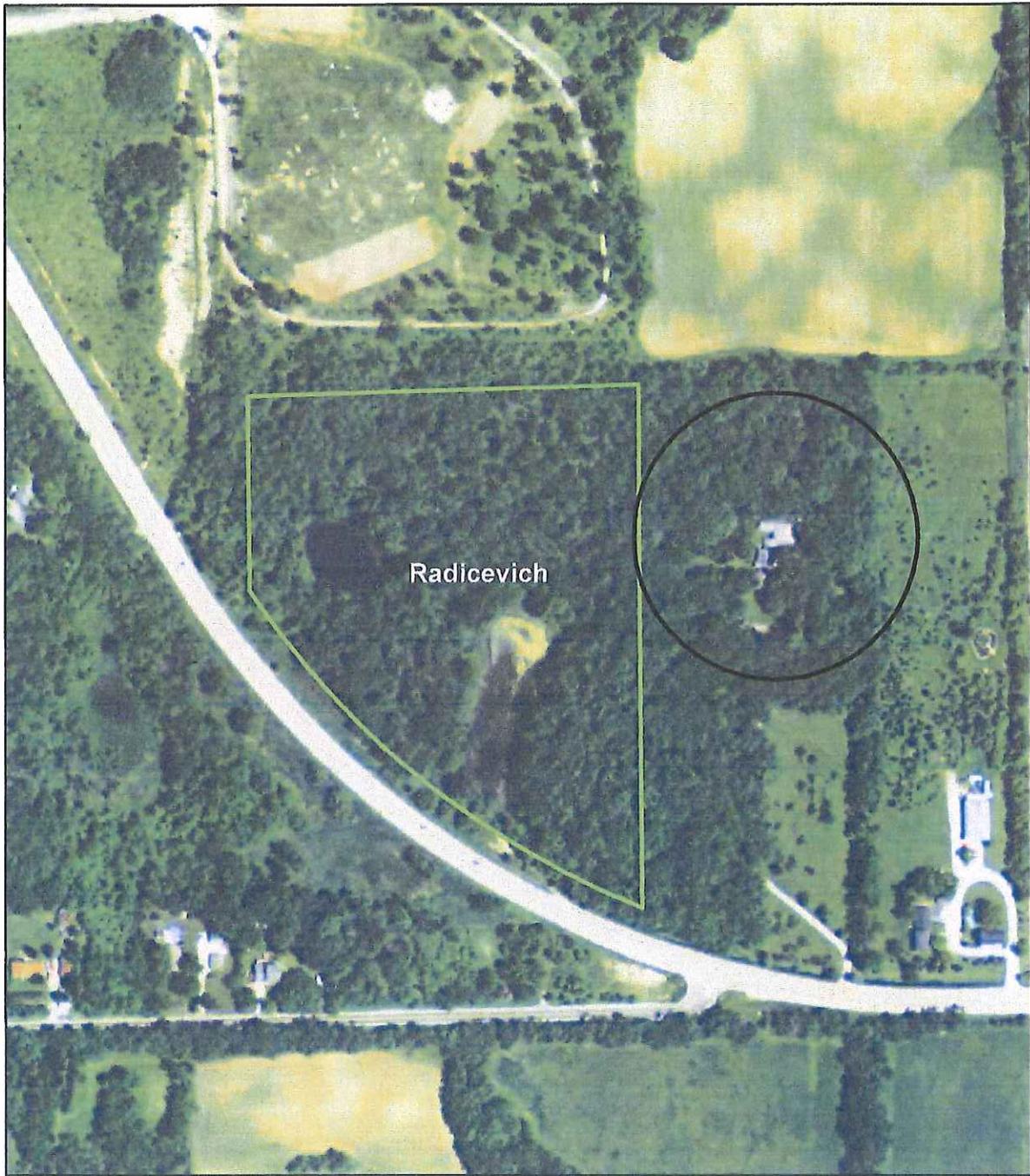
- I verified with our wardens that shot from a standard shotgun has little impact past 100 yards. Shot generally loses its force after 60 yards, although there is of course variation based on wind, shot direction and trajectory. With the state statute of a 100 yard buffer around a residence, any shot that does land on a building will be harmless, with no power besides gravity behind it.
- Attached are a few maps detailing the 100 yard buffer around residences on the different Stewardship funded lands within the City of Franklin. The property boundary line of the Pleasant View Elementary School is just over 1,800 feet from the boundary of the St. Nikola parcel, and thus would not be within the 1,700 feet state statute limitation.
- Our wardens do use trail cameras to monitor some of our lands, and would use evidence acquired from these cameras in the event of a law-enforcement situation. A remote-based trail camera ranges from \$500-1,000. You would need some kind of back-up power source, and many cameras work with a cell phone package for transmission.
- There are a number of different grant opportunities for management on these parcels, from the DNR, the Fund for Lake Michigan program, and numerous other outside entities.
- During the meeting, it was decided that additional information would be gathered and provided to the Common Council at a later date; what date is that, and would a DNR/MMSD presence be requested at that time?

Thank you, and feel free to contact me with additional questions and concerns.

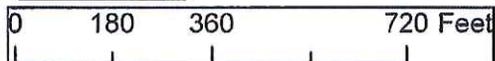
We are committed to service excellence.
Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Dianne Robinson
Milwaukee County Wildlife Biologist

Bureau of Wildlife Management, Division of Lands
Wisconsin Department of Natural Resources
141 NW Barstow St. Room 180
Waukesha, WI 53188
Cell Phone: (262) 424-9827
Fax: (262) 574-2117
Dianne.robinson@wisconsin.gov



**100 yard Residence Buffers around
MMSD/TCF Potential Acquisition Lands**

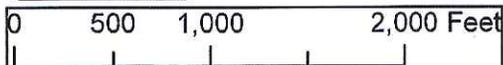


-  Residence buffer, 100 yards
-  Greenseams, MMSD/TCF



**100 yard Residence Buffers around
MMSD/TCF Potential Acquisition Lands**

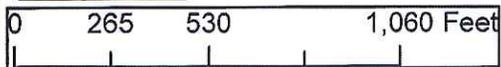
N



-  Residence buffer, 100 yard
-  Greenseams, MMSD/TCF
-  DNR Lands



**100 yard Residence Buffers around
MMSD/TCF Potential Acquisition Lands**



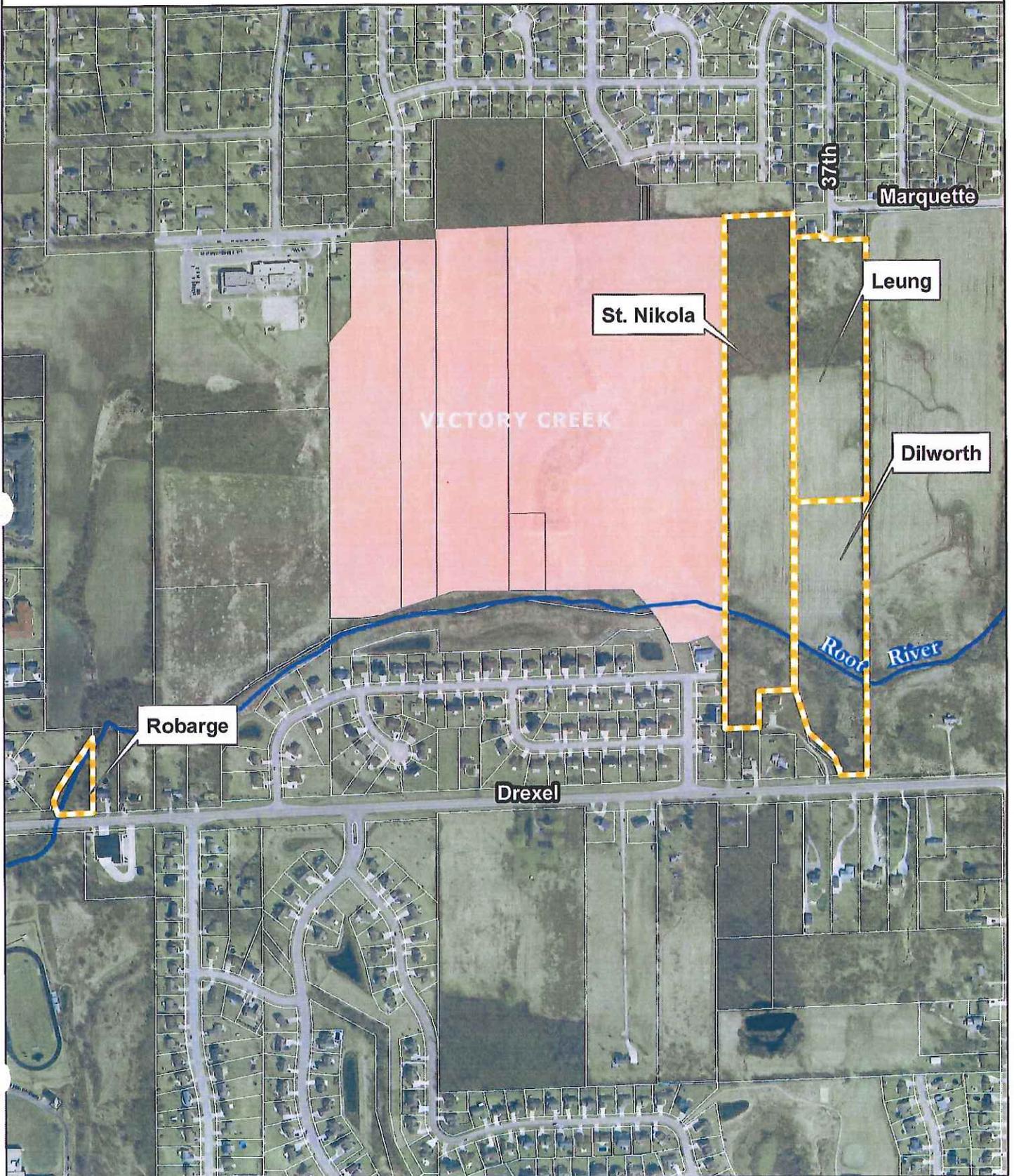
-  Residence buffer, 100 yards
-  Greenseams, MMSD/TCF

Greenseams Holdings
City of Franklin, Milwaukee County



0 0.125 0.25 0.5 Miles

Public Open Spaces



APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE September 1, 2015
REPORTS AND RECOMMENDATIONS	<p>Conveyance to the City of Franklin by the Milwaukee Metropolitan Sewerage District with Participation by the Wisconsin Department of Natural Resources of Parcels of Land Acquired Pursuant to the Milwaukee Metropolitan Sewerage District and The Conservation Fund Greenseams® Program Participation and Potential Conveyance to the Wisconsin Department of Natural Resources by the Milwaukee Metropolitan Sewerage District of Certain of the Program Parcels (MMSD provided prior private property owner names and approximate acreage and City Assessor file record documents information and tax key nos.: to WIDNR: Dumke/Olsen 33.24 acres 844 9997 000; Katzman 11.14 acres 844 9996 000; Franklin DC 10.05 acres 844 9996 000; to Franklin: Hack 49.89 acres 889 9990 000; Franklin DC 44.33 acres 890 9990 000; St. Sava 23.55 acres 890 9999 000; St. Nikola 17.33 acres 787 9992 000; Radicevich 15.68 acres 886-9998-000)</p>	ITEM NUMBER <i>G. 6.</i>

Wisconsin Department of Natural Resources staff representatives will be present at the meeting to provide information and discuss with the Common Council the potential conveyances of lands currently owned by the Milwaukee Metropolitan Sewerage District which were acquired with Knowles-Nelson Stewardship Program grant funding. The Mayor, Senior Planner and City Attorney met with WIDNR staff, MMSD staff and the Milwaukee County Park System Landscape Architect Kevin Haley, at the WIDNR office on August 5, 2015. Attached is a copy of meeting follow-up correspondence from Diane Robinson of WIDNR dated August 12, 2015, which highlights points of discussion and consideration for this Common Council meeting. Also attached is a copy of a City-wide map depicting all of the parcels owned by MMSD earlier this year (three of the parcels, Leung 9.15 acres 787-9990-004, Dilworth 8.89 acres prior 787-9991-000 and 787-9993-000 and Robarge 0.88 acres 788-9994-000, were conveyed by MMSD to the City upon closing on July 31, 2015). A listing of the properties received from MMSD earlier this year, including those now owned by the City is as follows:

Property Name	Acres	Purchase Price	WIDNR Grant Funds	Tax Key Number
Robarge	0.88	\$69,000	\$0.00	788-9994
Derouin	3.48	\$16,636	\$0.00	787-9991
Dilworth	5.41	\$32,623	\$0.00	787-9991
Hack	49.89	\$765,000	\$253,447.00	889-9990
Dumke/Olsen	33.24	\$290,000	\$148,675.00	844-9997
Radicevich	15.62	\$280,000	\$130,163.66	886-9998
Katzman	11.14	\$195,000	\$100,901.00	844-9996
Franklin DC	52.54	\$315,000	\$160,765.13	844-9998, 890-9990
St. Nikola	17	\$300,000	\$152,312.50	787-9992
St. Sava	24	\$200,000	\$105,044.98	890-9999

In addition thereto is the Leung 9.15 acre property with a prior \$190,000.00 purchase price not Grant funded.

Page 2

Attached is a copy of a map of a proposed boundary for the Big Muskego Lake Wildlife Area received from the WIDNR. The three orange colored parcels (the fourth one to the west is in Muskego) are those in which WIDNR has expressed interest in their acquisition by the Department. The green colored parcels are those available for conveyance to the City, as discussed in the August 12, 2015 attached correspondence.

Finally, attached is a copy of the Common Council action sheet from the July 7, 2015 meeting at which authorization for the conveyance of the five parcels listed thereon was granted (only three have been conveyed to date as set forth above).

City staff will also be present at the meeting for information purposes and the receipt of Common Council directions.

COUNCIL ACTION REQUESTED

As the Common Council may deem appropriate.

Sandi Wesolowski

From: Jesse Wesolowski [jweslaw@aol.com]
Sent: Friday, August 28, 2015 1:22 PM
To: Sandi Wesolowski; Shirley Roberts
Subject: Fwd: Follow-up: Ryan Creek Parcels

Begin forwarded message:

From: "Robinson, Dianne H - DNR" <Dianne.Robinson@wisconsin.gov>
Subject: Follow-up: Ryan Creek Parcels
Date: August 12, 2015 at 9:28:01 PM CDT
To: "Jesse Wesolowski (jweslaw@aol.com)" <jweslaw@aol.com>, Steve Olson <Solson@franklinwi.gov>, "Nick Fuchs (NFuchs@franklinwi.gov)" <NFuchs@franklinwi.gov>, "Grusznski, David (dgrusznski@conservationfund.org)" <dgrusznski@conservationfund.org>, "Steve McCarthy (smccarthy@mmsd.com)" <smccarthy@mmsd.com>, "Steve Jacquart (sjacquart@mmsd.com)" <sjacquart@mmsd.com>, "Ritchie, Jim M - DNR" <Jim.Ritchie@wisconsin.gov>, "Jackley, James J - DNR" <James.Jackley@wisconsin.gov>
Cc: "Haag, Douglas J - DNR" <DouglasJ.Haag@wisconsin.gov>, "Lizotte, Timothy E - DNR" <Timothy.Lizotte@wisconsin.gov>

Good evening, everyone. Thank you very much for meeting with us last week, to discuss the Ryan Creek Parcels. It was great to get everyone on the same page. Below are some of the primary points that came out of the meeting, and suggested action items.

PRIMARY POINTS

- The City of Franklin's primary concerns associated with these parcels include:
 - 1) Safety associated with the use of firearms
 - 2) Trespassing issues from these public lands onto adjacent private lands
 - 3) Consistent regulations and enforcement across all parcels
- Whether owned by State or City, the future of the Ryan Creek Parcels must be consistent with the Habitat Areas subprogram of the Stewardship Program, of which the primary purpose is to conserve and restore wildlife habitat and provide for nature and wildlife based recreation. Property acquired through this program must include:
 - 1) Minimal development to the property
 - 2) No hunting prohibition (allowance of both archery and firearm)
 - 3) Compliance with a land management plan, as developed by MMSD/TCF and approved by WDNR
- The Ryan Creek Prairie/Hack parcel may be exempt from hunting as a result of the neighboring parcel, as state law restricts hunting access near schools.
- As originally discussed in 2010 with the change in the city municipal code, the WDNR would be interested in acquiring Blattner (Waukesha County), Dumke, and Katzman, as well as the NW parcel of Franklin DC into the Big Muskego Lake Wildlife Area. This would likely occur by October, 2015.
- Both WDNR and the City of Franklin are interested in acquiring the remaining Ryan Creek parcels (Franklin DC, St. Sava, Ryan Creek Prairie/Hack). WDNR would not be able to accept these parcels until after the master planning process, likely not before mid-late 2016.
- WDNR and the City of Franklin will further evaluate the potential transfer of the separate Radicevich and St. Nikola (Victory Creek) properties to the City of Franklin.

ACTION ITEMS

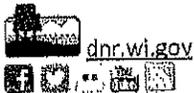
- City of Franklin will determine school status for Victory of the Lamb and its relation on the state statute regarding use of weapons.
- WDNR will provide to the City of Franklin approximate estimates typically associated with managing and maintaining natural woodlands and grasslands.
- Gauge interest from the Franklin City Council on the following:
 - 1) Allow hunting (firearm and archery) on all Ryan Creek Stewardship parcels.
 - 2) Accept WDNR ownership of Dumke, Katzman and NW Franklin DC parcel (this would require adding Franklin DC into the City Ordinance hunting restriction).
 - 3) Claim ownership of southeast parcels (Franklin DC, St. Sava, Ryan Creek Prairie/Hack), including management and maintenance costs.

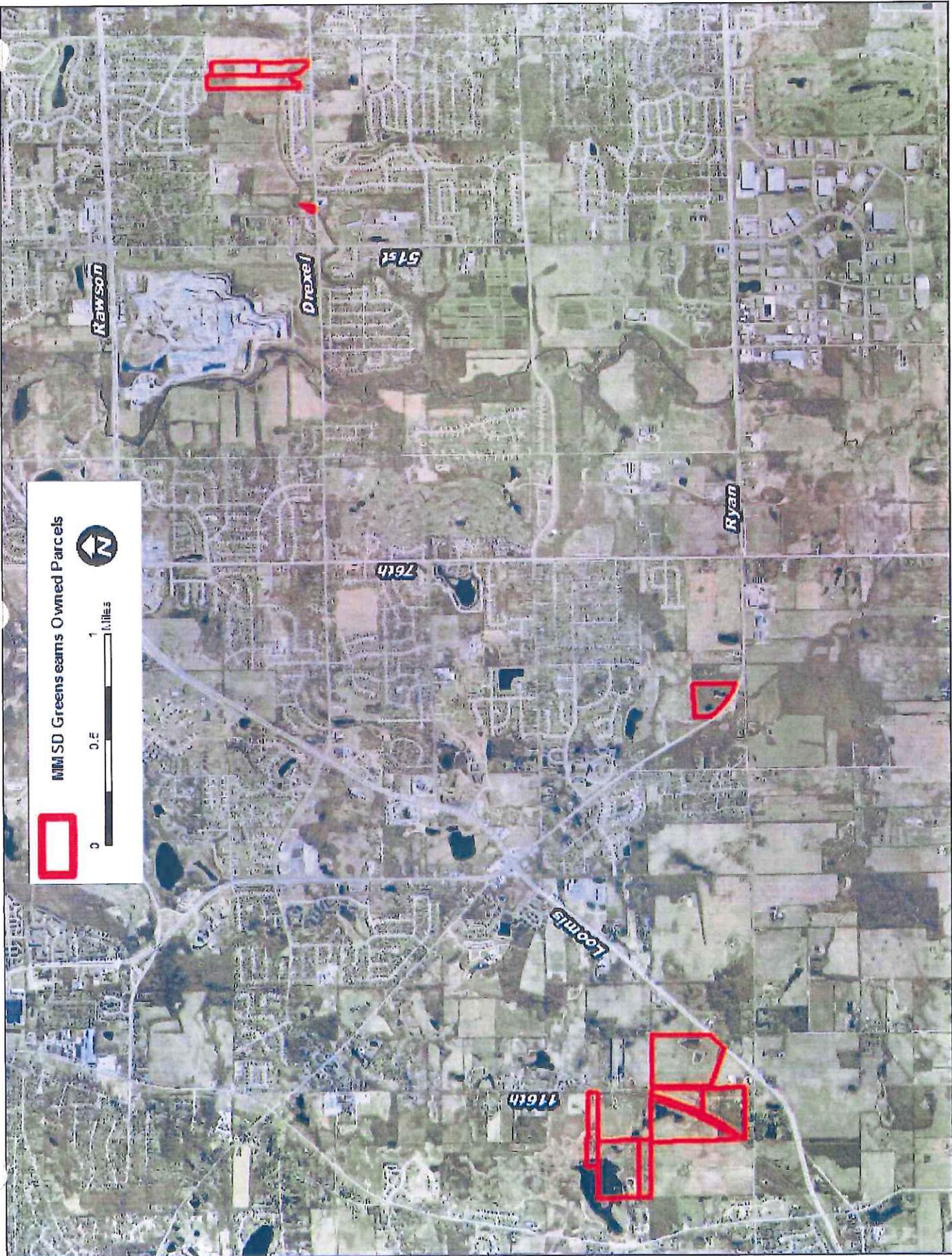
The WDNR would be happy to attend an informational meeting with the Franklin City Council to discuss these action items in more detail, and to discuss future steps. Thank you for your time, and we look forward to hearing from you.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Dianne Robinson
Milwaukee County Wildlife Biologist
Bureau of Wildlife Management, Division of Lands
Wisconsin Department of Natural Resources
141 NW Barstow St. Room 180
Waukesha, WI 53188
Cell Phone: (262) 424-9827
Fax: (262) 574-2117
Dianne.robinson@wisconsin.gov





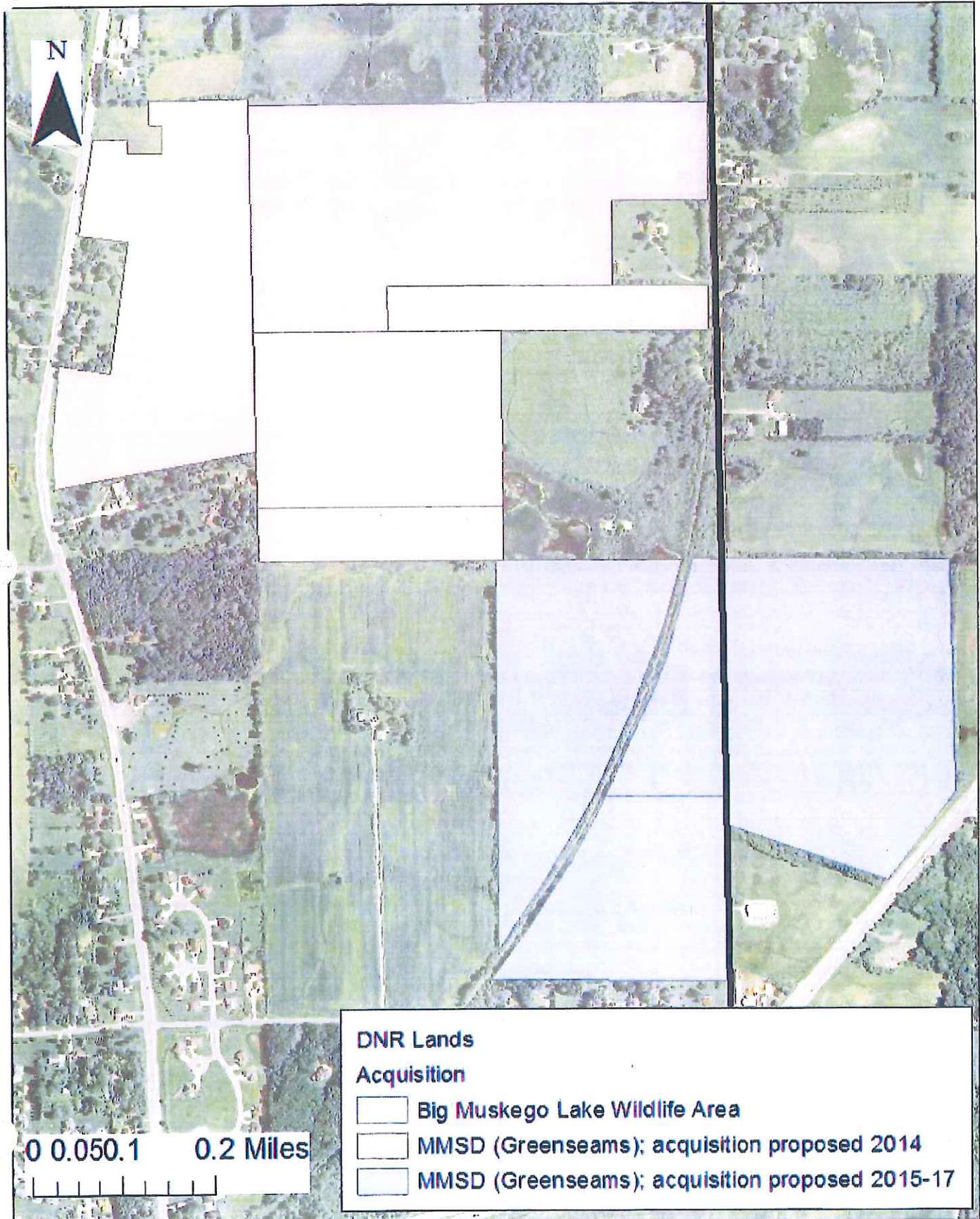
MM SD Greens owns Owned Parcels



0 0.5 1 Miles



Proposed Boundary for Big Muskego Lake Wildlife Area



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 7, 2015
REPORTS AND RECOMMENDATIONS	<p>A Resolution Accepting the Conveyance to the City of Franklin by the Milwaukee Metropolitan Sewerage District of Five Parcels of Land Acquired Pursuant to the Milwaukee Metropolitan Sewerage District and The Conservation Fund Greenseams® Program Participation and Authorizing Certain Officials to Execute All Documents Necessary to Complete Such Conveyance and to Enter Into and Deliver Conservation Easements to Further Protect and Promote the Conservation of Such Valuable Natural Resources for the Betterment of the Environment and Humanity by Way of Declarations Therein that Such Properties Shall be Maintained and Protected for Nature Conservation and Public Park Purposes in Perpetuity (MMSD provided prior private property owner names and approximate acreage and City Assessor file record documents tax key nos.: St. Nikola 17 acres 787-9992-000; Leung 9.15 acres 787-9990-004; Dilworth 8.89 acres 787-9991-000 and 787-9993-000; Robarge 0.88 acres 788-9994-000; Radicevich 15.68 acres 886-9998-000)</p>	ITEM NUMBER

At the time of this writing, the above subject matter remains in draft preparation, a copy of which will be delivered to the Common Council members and City staff upon completion and prior to the meeting. The subject conveyance documents remain in preparation by Milwaukee Metropolitan Sewerage Commission staff, and the subject matter is scheduled to be before the Commission for conveyance to the City authorization on July 20, 2015. The parcels to be conveyed upon the anticipated July 20, 2015 Commission approval are described as follows from correspondence from MMSD staff:

To Franklin:	Acres	Purchase Price
St. Nikola	17	\$187,000
Leung	9.15	\$190,000
Dilworth	8.89	\$49,260
Robarge	0.88	\$69,000
Radicevich	15.68	\$275,000
	51.6	\$770,260

The remaining parcels previously described as available for conveyance to the City are of late awaiting review and discussion among the City, MMSD and the Wisconsin Department of Natural Resources, as the information provided is that WIDNR is now considering reacquiring some of those properties as part of the Big Muskego Lake Wildlife Area, recognizing its knowledge that the City has been appreciatively extremely

interested in
Page 2

receiving those properties from the MMSD and The Conservation Fund Greenseams® Program dating back to approximately last Summer.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Accepting the Conveyance to the City of Franklin by the Milwaukee Metropolitan Sewerage District of Five Parcels of Land Acquired Pursuant to the Milwaukee Metropolitan Sewerage District and The Conservation Fund Greenseams® Program Participation and Authorizing Certain Officials to Execute All Documents Necessary to Complete Such Conveyance and to Enter Into and Deliver Conservation Easements to Further Protect and Promote the Conservation of Such Valuable Natural Resources for the Betterment of the Environment and Humanity by Way of Declarations Therein that Such Properties Shall be Maintained and Protected for Nature Conservation and Public Park Purposes in Perpetuity.

DRAFT

City of Franklin
 Park Impact Fees
 Fall 2015 - Spring 2016

Project	%	Sept	Oct	Nov	Dec	Jan, 2016	Feb	Mar
Home Depot - Kayla	36%							
NEW Plastic - Kayla	36%	60						
DPW Time - Kayla	36%	30	10					
Willkomm Exc - Kayla	36%	125						
Bathroom - Kayla	36%			38				
Play Surface - Kayla	36%		100					
Pleasant View Park 2014								
Total		215	110	38	0	0	0	0
Bike Hike Trail	62%		60					
Southbrook Trail	62%	13						
Total		13	60	0	0	0	0	0
Impact Fees Earned		85.5	76.8	13.7	-	-	-	-
Impact Fees Collected 10 Yrs ago		60.8	48.8	89.1	99.9	71.1	45.9	68.4
Over (Short)		24.7	28.0	(75.4)	(99.9)	(71.1)	(45.9)	(68.4)
Cummulative Over (Short)		24.7	52.7	(22.8)	(122.7)	(193.8)	(239.7)	(308.1)

RESOLUTION NO. 2015-_____

A Resolution Accepting the Conveyance to the City of Franklin by the Milwaukee Metropolitan Sewerage District of Five Parcels of Land Acquired Pursuant to the Milwaukee Metropolitan Sewerage District and The Conservation Fund Greenseams® Program Participation and Authorizing Certain Officials to Execute All Documents Necessary to Complete Such Conveyance and to Enter Into and Deliver Conservation Easements to Further Protect and Promote the Conservation of Such Valuable Natural Resources for the Betterment of the Environment and Humanity by Way of Declarations Therein that Such Properties Shall be Maintained and Protected for Nature Conservation and Public Park Purposes in Perpetuity (MMSD provided prior private property owner names and approximate acreage and City Assessor file record documents tax key nos.: St. Nikola 17 acres 787-9992-000; Leung 9.15 acres 787-9990-004; Dilworth 8.89 acres 787-1003-000 (renumbered from in part 787-9991-000 and 787-9993-000); Robarge 0.88 acres 788-9994-000; Radicevich 15.68 acres 886-9998-000)

WHEREAS, the Common Council having received a proposal from the Milwaukee Metropolitan Sewerage District and its conservation consultant, The Conservation Fund, for the conveyance to the City of approximately 51.6 acres of land, consisting of 5 parcels, informally titled for property identification efficiency by MMSD by the prior private property owners' names, located as follows: St. Nikola: approximately 17 acres, tax key no. 787-9992-000, north boundary abuts West Marquette Avenue at about the West 3700 block and the elongated parcel extends south to approximately Whispering Ridge Pass; Leung: approximately 9.15 acres, tax key no. 787-9990-004, abuts aforementioned tax key no. 787-9992-000 to the east for approximately the north one half of that parcel's length, commencing with its north boundary just south of West Marquette Avenue; Dilworth: approximately 8.89 acres, tax key no. 787-1003-000 (renumbered from in part 787-9991-000 and 787-9993-000), abuts aforementioned tax key nos. 787-9992-000 to the east and 787-9990-004 to the south, with the property extending to and abutting West Drexel Avenue; Robarge: approximately 0.88 acres, tax key no. 788-9994-000, triangular shaped property abuts the north side of West Drexel Avenue at approximately the West 4800 block; Radicevich: approximately 15.6 acres, tax key no. 886-9998-000, abuts the north side of West Ryan Road as it bends into West St. Martins Road (STH 100) at approximately the West 8600 block; and

WHEREAS, the purpose of such conveyance in part is to prevent future flooding as part of the Conservation Plan for the Milwaukee Metropolitan Sewerage District, the Conservation Plan complementing structural storm water control by preserving open space and hydric soils at risk for development; and

WHEREAS, the Common Council at its meeting on April 7, 2015, having expressed its interest in accepting the Greenseams parcels conveyance from the Milwaukee Metropolitan Sewerage District, and recognizing the natural resources conservation values and the open space use of such property by the City and the Community, such use being consistent with the City of Franklin Comprehensive Outdoor Recreational Plan, and the Common Council having additionally directed the final review by the City Attorney of each parcel's obligations, conditions and restrictions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the conveyance of the real properties bearing tax key nos. 787-9992-000, 787-9990-004, 787-1003-000 (renumbered from in part 787-9991-000 and 787-9993-000), 788-9994-000 and 886-9998-000, all as further described in the preamble to this Resolution, from the Milwaukee Metropolitan Sewerage District, be and the same is hereby accepted, recognizing the requirement for a return delivery of conservation easements to protect such lands from the City to the District

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to receive and accept on behalf of the City all documents necessary for the conveyance of the aforesaid real properties, and that the City Clerk is hereby directed to obtain or confirm the recording of such real estate conveyance documents with the Office of the Register of Deeds for Milwaukee County.

BE IT FINALLY RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to execute and deliver such additional and collateral agreements and documents as they deem necessary to consummate the conveyances, including, but not limited to conservation easements, following review of same by the Mayor, the City Clerk, the Common Council President and the City Attorney, and to take such other reasonable and necessary actions toward such end, accordingly.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/15/2015
REPORTS & RECOMMENDATIONS	Approval to Proceed with Proposals for a Video Conferencing System at City Hall and/or a Replacement Sound System for the Common Council Chambers by Carrying-Forward 2015 Contingency Appropriations to 2016	ITEM NUMBER <i>G.11.</i>

The 2015 Adopted Budget included \$130,000 in contingency funds, which incorporated an additional \$80,000 compared to annual levels, to identify capital items "that will increase efficiency or enhance safety." Approximately \$120,000 of the total contingency remains uncommitted and will fall to fund balance at the end of the year.

The Common Council may wish to consider two such projects for use of a portion of these funds. A summary description of each and rough cost estimate is provided. If the Common Council wishes to pursue either or both of these projects, the motion as presented below would be appropriate. If approved, staff would work with vendors to prepare a specific proposal for approval. A budget modification, re-appropriating the funds from fund balance, would then occur in 2016 in conjunction with the plan approval. If not approved, no action would be taken to pursue a plan with vendors. Staff encourages the Common Council to only approve the motion below if the Council legitimately expects to approve the plan(s) if it is presented in line with descriptions below.

Option 1. Common Council Chambers Sound System: In recent years, individuals have scoffed at the quality of the existing sound system. Except the digital recorder, the remaining components of the system are out-of-date, of low quality, and hobbled together. In fact, due to the frequency at which they operate, the wireless microphones could stop working at any time in the future.

Addressing the entire system (automatic microphone mixer, control system, wired and wireless microphones, etc., excluding the digital recorder, but including wiring and installation) is estimated at \$30,000, which was provided as a slightly padded estimate for conceptual purposes. An additional \$5,000 would be needed to add more, newer, balanced, zoned speakers.

Option 2. Video Conferencing Capability: Currently the City has the absolute minimum video conferencing capability, essentially using a Skype-type feature and the built-in camera on a laptop computer. The laptop can be hooked up to a projector for us to have participants view a basic quality image, but we can't really effectively show multiple people to others. Not currently having the capability, it is difficult to estimate its full potential for the City. The few times it was essential, the solution described above was problematic, and not very efficient,

dependable, or professional. Just like with many technical advances, I do believe the efficiencies really come to light after the technology is available. Dual screen monitors is a good example of that premise: they aren't mandatory, but they are very efficient. As such, I do believe that a proper video conferencing system could be very beneficial in Economic Development recruitment, making us look professional and saving travel dollars and time. It could also save time avoiding trips to local consultants, such as Ruckert-Mielke in Waukesha, etc. Any use of such a system easily enhances productivity and efficiency. Avoiding one round-trip to Waukesha for three people could save almost 4 hours in productivity as well as travel costs. In short, this is an expanding technology, and the Common Council may want the City to take advantage of it's benefits.

A fixed system could be installed in, for example, the Building Inspection Conference Room or made mobile on a cart. Fixed systems are generally slightly easier to boot up and can provide a slightly improved participant experience, whereas mobile systems have the benefit of being able to be used in multiple rooms. Prices can be about the same, but as noted the fixed systems are typically more convenient and have better quality. Pricing can vary wildly depending upon the features, but including the video codec (electronic circuit or software to compress and decompress the video), microphones, digital signal processors, speakers, screens/displays/projector, etc., up to \$50,000 could be needed, according to two vendors. One vendor suggested a minimum of \$35,000 for a quality system. A second vendor suggested that the minimum for a basic system would be \$20,000, but strongly encouraged the City not to go lower than \$25,000 for a good system that would provide a "good experience to users on both ends." Given this preliminary input, the Common Council could establish a budget, somewhere between \$25,000 and \$35,000, for example, and direct staff to proceed with obtaining designs and proposals.

Conclusion: As noted above and due to the work commitments already in place, I only recommend the Common Council adopt the motion if there is a clear intent to approve a plan if it is brought back within the budget as established. Nonetheless, by placing the funding in the contingency line item, no purchase could occur without further action by the Common Council.

COUNCIL ACTION REQUESTED

If it is the desire of the Common Council to pursue either or both projects, the following motion would be appropriate: (Cross out the project if it is not desired.)

Motion to direct staff to proceed to obtain proposals for a replacement Common Council Chambers sound system, for an amount not to exceed [insert \$35,000 or another number], and for a video conferencing capability, for an amount not to exceed [insert \$35,000 or \$50,000 or another number], and to direct the Finance Director to bring forth a budget modification in 2016 that carries-forward and re-appropriates said funding into the unrestricted Contingency appropriation.

APPROVAL <i>Slw</i> 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/15/2015
REPORTS & RECOMMENDATIONS	Carry Over of 2015 Information Services Related Capital Outlay and Capital Improvement Items	ITEM NUMBER <i>G.12.</i>

The Director of Administration, the author of this Council Action Sheet, recommends that special circumstances warrant that the budgeted, but unexpended, 2015 Capital Outlay items within Information Services be authorized to be carried over to 2016 for re-appropriation.

I determined to initially hold off on many of the budgeted capital outlay items during 2015 for two primary reasons. First, I intended to hold off on them such that the new director could be in place to give each project the higher level of professional scrutiny that a professional IT Director would provide. Second, the unexpected vacancy in the IT technician position at the end of 2014 relegated the first half of 2015 to largely a "maintenance-of-effort" period. After filling the primary vacancy, that of Economic Development Director, I anticipated being able to pursue filling the vacant IT Director position and, ultimately, the planned capital expenditures.

Unfortunately, three new factors caused further delay in considering progress on the capital items. First, a long-time IT technician relocated to Texas creating a dearth in support that needed to be filled and reduced the Franklin-experienced staff for implementation. Second, the FBI announced and performed an audit that caused a redirection of a substantial amount of departmental effort in preparation for the audit. Lastly, GovHR USA provided the initial draft Classification and Compensation report (after a delay caused by comparable communities) which re-initiated a massive staff undertaking absorbing much of my time.

The items have not lost their importance simply because the City got through 2015 without their purchase. As such, the circumstances left me with the choice of rushing such expenditures through at the end of the year or sticking with my preferred plan and allowing them to be reviewed and pursued by the new IT Director. I still believe the second option is the best strategy for the City.

I anticipate that the position should be filled shortly, and thought I would have had an offer accepted before the end of November. That is not the case. Unfortunately, circumstances have resulted in the vacancy remaining. Nonetheless, a new individual is not likely to be on board until after January 1.

The 2015 Information Services Budget provides for the following amounts (totaling \$126,139) for items that have not yet been purchased but remain important topics for IT and City-wide department operations.

Unexpended Capital Items:

\$5,000 for SAN Hard Drive Additions

\$6,000 for RAM Additions to Cluster Servers in City Hall

\$900 for a Laptop for IT Department

\$25,000 for VPN Upgrade

\$16,250 for MS Office License Upgrades (MS 2007 will no longer be supported)

\$47,989 remaining for the Network Backup and Business Continuity Solution

\$25,000 Edit-App solution

It is possible that some of the SAN, RAM, Network Backup, or Edit-App projects funding will be spent yet this year, so the motion is worded such that only unexpended portions would be considered. The Edit-App project, for example, will likely depend upon whether a Technology Commission meeting occurs in December. Additionally, I have excluded from this list the \$10,000 for Low-Powered FM Radio Station Equipment & Installation as the Common Council previously (October 2015) determined not to pursue this project. I have also not included the remaining portion of the total \$10,000 for emergency and unanticipated hardware and software as this is an annual expenditure, meaning 2016 already has the necessary appropriation.

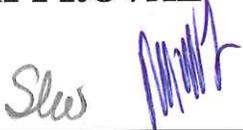
Two additional items are in the Capital Improvement Fund. The fund lists Climate Controlled Security Closets at \$12,500 each for both Fire Station 2 and 3, for a total of \$25,000. The purpose of the projects is, in summary, to properly store and protect the computer and network infrastructure in the buildings. Although some work was done on this project this year, the Fire Chief and I believe that a more thorough evaluation of alternatives needs to be performed by the IT Director before implementation.

Approval of the motion below would signify the Common Council's intent to allow the projects to carry forward into 2016. Final approval of a budget modification in 2016 would be necessary before the actual expenditures could occur. The security closets are listed as a "project pending approval" in the 2015 budget, so after a strategy is determined, it would be brought back to the Common Council for authorization before proceeding.

I recommend approval.

COUNCIL ACTION REQUESTED

Motion to approve the plan and indicate the intent to carry over the above listed 2015 Information Services Capital Outlay items to 2016, in an amount not to exceed \$126,139, and the two Capital Improvement Fund Security Closet projects for \$12,500 each, and to direct the Finance Director to bring forth a budget modification in 2016 that carries-forward and re-appropriates said funding for the purchase and implementation of these Capital Outlay items.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/15/2015
REPORTS & RECOMMENDATIONS	Authorization to Retain a Part-Time Building Inspector	ITEM NUMBER <i>G, 13.</i>

In April of 2015, the Common Council authorized the continued use of a part-time Building Inspector, who was a retired, former employee, to support existing operations funded within current appropriations. Shortly thereafter a recently hired Assistant Building Inspector resigned. Although that departing staff member needed additional training for effective construction inspection, he had lots of enforcement inspection and was helping move complaints along, until his resignation. The department has been operating short-handed since that time. As such, the part-time building inspector has remained active in his limited, 12-hour per week role per the initial authorization.

As of December 14th, however, the Department will technically be up to full staffing. The hiring process was slightly delayed pending waiting for the preliminary results of the Classification and Compensation Study. The challenges of the two prior hiring efforts in the immediately prior year suggested the City might benefit from using the new results. After that, finding an appropriate candidate through the process simply took some time. Unfortunately, the Department will only be up to full staff for about 3 weeks, because the Secretary has submitted her resignation. Losing a person knowledgeable in office practices and in the permitting and scheduling software will have a negative impact on inspections, as remaining staff have to fill in this role until it is filled and the person is trained.

Additionally, being up to full staff does not mean up to full speed. One staff member, as recently reported to and discussed with the Personnel Committee, who was hired lacking the commercial inspection certification, has completed the class work and is taking the test for certification. After that he will need in-field training before he can effectively perform commercial inspections solo. (It should be noted that he is doing well with residential inspections). The new employee starting next week comes to the City with his commercial certification as a result of having an architect's license, but he is lacking specific and direct building inspection experience. His education and work experience make him very trainable for the position, but field training will be necessary. The remaining UDC inspectors are the supervisory staff who have put in a significant amount of overtime in the last year and a half.

I recommend continuing to retain the current part-time building inspector pending further action by the Common Council with the Director of Administration to return with a report at the second meeting in April. [That gets through the first quarter of inspections and past the first meeting following the election.]

Continuing the part-time services would be very valuable in trying to meet service demands while the new employees go through a transition, learning curve, and field training. Again, significant in-the-field training will need to occur to ensure the consistency that is important in Building

Inspection. The hiring and experience scenario is not uncommon in Building Inspection, so a transition period until full functionality is expected. As such, having access to a part-time inspector who can help maintain service and performance levels during a transitional period is very valuable. Depending upon new permit activity, the goal would of course be to assist in re-engaging with complaint enforcement as was occurring prior to the last resignation. Note, however, that permit issuance and construction inspections remain the priority.

I believe this will be essential in helping the department to continue to address a back-log. For example, only six weeks or so ago commercial permits were within the maximum-targeted, two-week waiting period. That has again blossomed in recent weeks. And, each permit issued is only a fraction of the work load, as each involves multiple inspections and the associated record keeping. I also believe it is important to ensure more stable inspection services to assist the Director of Economic Development in trying to promote Franklin's development potential.

The part-time position does not receive health or pension benefits, so the cost per month is only approximately \$1,700. It is possible that depending upon how the secretary vacancy is filled, sufficient appropriations could be available within the department. If it is filled as a result of the internal posting, then sufficient savings will not likely accrue to cover the \$1,700 per month. In that event, the Director of Administration commits to finding sufficient savings or reductions from within the operating budgets he oversees to cover those first four months such that the use of fund balance is not required.

Given no need for use of additional fund balance, the availability of an experienced part-time inspector, the need for significant training of new employees, and the need to address backlogs, it is strongly recommended that the Building Inspection Department be permitted to retain a part-time building inspector during 2016 as discussed above.

COUNCIL ACTION REQUESTED

Motion to authorize Building Inspection to retain the additional part-time building inspector during 2016 subject to no need for use of additional fund balance as per the recommendation and subject to the Director of Administration providing a report and update at the second regular meeting of April 2016.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/15/2015
REPORTS & RECOMMENDATIONS	Labor Contract Negotiations and Collective Bargaining Strategies and Guidelines	ITEM NUMBER <i>G.14.</i>

Labor Agreements for Police and Fire represented employees are scheduled to expire at the end of this year. As such, it is necessary for the Director of Administration to negotiate successor agreements. Furthermore, to commence the negotiations it is invaluable to ensure that he provide the Common Council with related background information and that he receive direction and guidance as to the Common Council's goals for any such subsequent collective bargaining agreements.

The Common Council may enter closed session pursuant to §19.85 (1)(c) and (e), Stats, to consider negotiation and collective bargaining strategies and guidelines for agreements between the City of Franklin and the Franklin Police Officers Association and the Franklin Professional Firefighters Association Local 2760 I.A.F.F for competitive and bargaining reasons and to reenter open session at the same place thereafter to act on such matters discussed therein as the Common Council deems appropriate.

COUNCIL ACTION REQUESTED

The Common Council may enter closed session pursuant to §19.85 (1)(c) and (e), Stats, to consider negotiation and collective bargaining strategies and guidelines for agreements between the City of Franklin and the Franklin Police Officers Association and the Franklin Professional Firefighters Association Local 2760 I.A.F.F for competitive and bargaining reasons and to reenter open session at the same place thereafter to act on such matters discussed therein as the Common Council deems appropriate.

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APPROVAL <i>Slaw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/15/15
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.

See attached list from meeting of December 15, 2015.

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Aldermen's Room

December 15, 2015 – 5:45 pm

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator – New 2015-16 5:50 p.m.	Holly A Smith 6410 W Burdick Ave Milwaukee, WI 53219 Walgreen – S. 76 th St			
Operator – New 2015-16 5:55 p.m.	Joshua T Harju 5401 S Tuckaway Cir, #4 Greenfield, WI 53221 Chili's Bar & Grill			
Operator – New 2015-16	Christopher J Dickerson 1007 N. 124 th St, Apt #2 Elm Grove, WI 53122 Three Cellars			
Operator – New 2015-16	Theresa Przybylski 1334 Mackinac Ave South Milwaukee, WI 53172 Polonia Sports Club			
Operator – New 2015-16	Jeffrey J Raymond 3600 S 94 th St Milwaukee, WI 53228 Country Lanes			
Amusement Device Operator 2015-16	Stryker Rich Amusements 5333 Hainers Way Oconto, WI 54153 Don Aric Patenaude, Owner			
Temporary Class B Beer & Wine 2015-16	St. Paul Lutheran Church – Gala & Live Auction Person in Charge: Jaime Petricek Location: 6881 S 51 st St Date of the Event: 2/20/16 Fees: \$10.00			
Temporary Entertainment & Amusement 2015-16	St Paul Lutheran Church – Gala & Live Auction Person in Charge: Jaime Petricek Location: 6881 S 51 st St Date of Event: 2/20/16 Fees: \$25.00			
Temporary Class B Beer & Wine 2015-16	St. Martin of Tours Parish School – Spaghetti Dinner Person in Charge: Jeanne Johnson Location: 7933 S 116 th St Date of the Event: 12/19/15 Fees: \$10.00			

Type/ Time	Applicant Information	Approve	Hold	Deny
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Lioness Club – St Martins Fair Fee Waivers: St Martins Fair Permit, Temporary Class B Beer and Wine Licenses, and Temporary Operator's Permit Date of Events: 9/4/16-9/5/16 Location: St Martin Fair booth			
3.	Adjournment			
		Time		

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

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/15/15
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1
<p>Attached are vouchers dated December 2, 2015 through December 10, 2015 Nos. 158878 through Nos. 159017 in the amount of \$ 962,107.89. Included in this listing are EFT's Nos. 3028 through Nos. 3038 and Library vouchers totaling \$ 7,394.64. Voided checks in the amount of \$ (760.37) are separately listed.</p> <p>Early release disbursements under Resolution 2013-6920 in the amount of \$ 529,321.50 are provided on a separate listing and are also included on the complete disbursement listing.</p> <p>The net payroll dated December 11, 2015 is \$ 458,998.53, previously estimated at \$ 515,000.00. Payroll deductions for December 11, 2015 are \$ 270,760.77 previously estimated at \$ 220,000.00. This payroll is larger as it includes the implementation of the Classification and Compensation study.</p> <p>The estimated payroll for December 24, 2015 is \$ 375,000.00 with estimated deductions of \$ 400,000.00.</p> <p>There were no property tax refunds or settlements.</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p>		
<p>Motion approving net general checking account City vouchers in the range of Nos. 158878 through Nos. 159017 in the amount of \$ 962,107.89 dated December 2, 2015 through December 10, 2015.</p>		
<p>Motion approving the net payroll dated December 11, 2015 in the amount of \$ 458,998.53 and payments of the various payroll deductions in the amount of \$ 270,760.77 plus any City matching payments, where required.</p>		
<p>Motion approving the net payroll dated December 24, 2015 estimated at \$ 375,000.00 and payments of the various payroll deductions estimated at \$ 400,000.00, plus any City matching payments, where required.</p>		