



APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/20/2017
REPORTS & RECOMMENDATIONS	An Ordinance to Amend Chapter 210: Signs and Billboards to Provide for a One-Year Suspension of a Requirement for Master Sign Programs, to Clarify Allowances for Monument Signs, and to Expand the Exception Appertaining to Signs for the Lease, Sale, or New or Pending Business or Commercial Occupancy of Any Building or Land	ITEM NUMBER 

Staff has desired to engage in a comprehensive rewrite of Chapter 210: Signs and Billboards of the Franklin Municipal Code in significant part to ensure compliance with constitutional requirements as recently expressed by the United States Supreme Court. Additionally, staff and the Economic Development Commission wish to enhance the commercial and business environment and improve ease of administration. Unfortunately, the magnitude of the project keeps it from being completed. As such, pending the eventual rewrite of the entire Sign Code, staff is proposing three amendments that will address certain problematic issues. Each is described below.

First, although the Master Sign Code, which deals with a uniform sign for multi-tenant properties, campuses, and planned developments, has some positive conceptual benefits, it also creates some administrative burdens and time delays. This problem is enhanced by a requirement for participation. Staff recommends suspending the participation requirement for a year to provide time for staff to complete a review of the Master Sign Program requirements. The option still remains to use this strategy, but it would not be required. Following is a marked-up version of the applicable text for 210-9.A. (underlined text is added):

210-9.A. All MTCCs and planned developments, including, but not limited to, office parks, industrial parks, office centers, retail centers, office and limited business structures, and churches and schools which have a campus must have a master sign program if, after January 1, 2007, more than one sign will be erected in conjunction with such building, development, or center, as defined in this chapter, except, effective June 30, 2017, through June 30, 2018, said requirement for a master sign program shall become discretionary for said property owners in order to provide a temporary waiver from this requirement to provide a period of time for additional municipal review of the requirement.

Second, staff recommends clarifying language pertaining to the number and location of monument signs as some of the wording may be interpreted as conflicting. For example, in two places the Code provides that "Each business premises may have one monument sign." At the same time, other language indicates that "Monument signs shall not be closer than 500 feet to another monument sign." Staff wants to clarify that each business premises may have a monument sign, and that said

provision overrides the distance restriction. If they will be closer than 500 feet due to the circumstances of the parcel, the Planning Department or the Plan Commission will establish the location so as to position it to avoid conflict with other signs to the extent reasonable or appropriate. Following is a marked-up version of the applicable text (underlined text is added):

210-4 C. (5) (d) [1] Monument signs shall not be closer than 500 feet to another monument sign, except where such distance is not attainable in providing for the allowance that "Each business premises may have one monument sign," as per Section 210-4 C. 1. (d) and (e), in which case the initial determination of placement shall be as established by the Department of City Development, when not otherwise under the jurisdiction of the Plan Commission."

Finally, the Economic Development Commission has been strongly encouraging expanding the language to allow for signs that promote a new business coming to Franklin or having just opened. Existing language that allowed for "For Sale" or "For Lease" signs was expanded to allow for signs at construction sites that can be used for the "Coming Soon" type signs and for the "Grand Opening" type signs for 60 days after attaining occupancy. Incorporating it in the "Exemption from Permit Regulations" section eliminates the need for permits or fees, but not structural or safety requirements. This provides great flexibility for businesses and will enable the City to monitor or test its application while the Sign Code rewrite is pending. Also, it was expanded to allow for two signs, instead of just one, although the total sign area was left as currently established. Following is a marked-up version of the applicable text for 210-6.A. (underlined text is added):

210-6.A. One Up to two signs, at the same time, for each premises or tenant space, where applicable, appertaining to the lease, or sale, or new or pending business or commercial occupancy of any building or land, provided that each such sign does not exceed 32 square feet in size- area, and is located upon the premises, and, for such a sign promoting the new or pending business or commercial occupancy, is not existing prior to commencement of construction occurring under a valid building permit and is removed within 60 calendar days following occupancy, issuance of an occupancy permit, or issuance of a conditional occupancy permit, whichever occurs first."

Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to approve an Ordinance to Amend Chapter 210: Signs and Billboards to Provide for a One-Year Suspension of a Requirement for Master Sign Programs, to Clarify Allowances for Monument Signs, and to Expand the Exception Appertaining to Signs for the Lease, Sale, or New or Pending Business or Commercial Occupancy of Any Building or Land.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2017_____

AN ORDINANCE TO AMEND CHAPTER 210: SIGNS AND BILLBOARDS TO PROVIDE FOR
A ONE-YEAR SUSPENSION OF A REQUIREMENT FOR MASTER SIGN PROGRAMS, TO
CLARIFY ALLOWANCES FOR MONUMENT SIGNS, AND TO EXPAND THE EXCEPTION
APPERTAINING TO SIGNS FOR THE LEASE, SALE, OR NEW OR PENDING BUSINESS OR
COMMERCIAL OCCUPANCY OF ANY BUILDING OR LAND

WHEREAS, the regulation of signs within the City is necessary and in the public interest to safeguard life, health, property, safety, and public welfare; and, to that end, the provisions of the sign code are intended, in part, to regulate the size, type, construction standards, maintenance, and placement of signs situated within the boundaries of the City of Franklin; to preserve the beauty and the unique character of the City by aesthetically complementing the development that a sign identifies; and to promote a healthy and properly designed business environment; and

WHEREAS, the City of Franklin desires to engage in a comprehensive rewrite of Chapter 210: Signs and Billboards of the Franklin Municipal Code to, in part, enhance the commercial and business environment, improve ease of administration, and ensure compliance with State and Federal laws, but while such comprehensive rewrite has remained uncompleted, certain immediate modifications are recommended pending the complete revision of the Sign Code; and

WHEREAS, staff recommends a thorough review of the use and application of the Master Sign Program and its requirements and, pending such review, recommends that it is reasonable and appropriate to temporarily suspend the requirement to establish a new Master Sign Program, as defined in Section 210-9 A. of the Municipal Code; and

WHEREAS, staff recommends clarifying language pertaining to the number and location of monument signs that may be interpreted as conflicting, specifically the allowance that "Each business premises may have one monument sign" and the restriction that "Monument signs shall not be closer than 500 feet to another monument sign;" and

WHEREAS, the Economic Development Commission recommends that new and pending businesses need special opportunities to promote their business endeavor in order to further the business and commercial environment in Franklin.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 §210-9.A of the Municipal Code of the City of Franklin, Wisconsin, is hereby repealed and replaced in its entirety with the following:

"A. All MTCCs and planned developments, including, but not limited to, office parks, industrial parks, office centers, retail centers, office and limited business structures, and churches and schools which have a campus must have a master sign program if, after January 1, 2007, more than one sign will be erected in conjunction with such building, development, or center, as defined in this chapter, except, effective June 30, 2017, through June 30, 2018, said requirement for a master sign program shall become discretionary

for said property owners in order to provide a temporary waiver from this requirement to provide a period of time for additional municipal review of the requirement.”

Section 2 §210-4 C. (5) (d) [1] of the Municipal Code of the City of Franklin, Wisconsin, is hereby repealed and replaced in its entirety with the following:

“[1] Monument signs shall not be closer than 500 feet to another monument sign, except where such distance is not attainable in providing for the allowance that “Each business premises may have one monument sign,” as per Section 210-4 C. 1. (d) and (e), in which case the initial determination of placement shall be as established by the Department of City Development, when not otherwise under the jurisdiction of the Plan Commission.”

Section 3 §210-6 A. of the Municipal Code of the City of Franklin, Wisconsin, is hereby repealed and replaced in its entirety with the following:

“A. Up to two signs, at the same time, for each premises or tenant space, where applicable, appertaining to the lease, sale, or new or pending business or commercial occupancy of any building or land, provided that each such sign does not exceed 32 square feet in area, is located upon the premises, and, for such a sign promoting the new or pending business or commercial occupancy, is not existing prior to commencement of construction occurring under a valid building permit and is removed within 60 calendar days following occupancy, issuance of an occupancy permit, or issuance of a conditional occupancy permit, whichever occurs first.”

Section 4 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

Section 5 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Section 6 This ordinance shall take effect and be in force from and after its passage and publication.

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

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/20/2017
REPORTS AND RECOMMENDATIONS	Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Report for 2016	ITEM NUMBER 2.6.

Each year the City is required to file a Compliance Maintenance Annual Report with the Wisconsin Department of Natural Resources. Wisconsin Administrative Code Chapter NR 208 is more commonly known as the Compliance Maintenance Annual Report (CMAR) Rule for publicly and privately owned domestic wastewater treatment works. The CMAR is a self-evaluation tool that promotes the owner's awareness and responsibility for wastewater collection and treatment needs, measures the performance of a wastewater treatment works during a calendar year, and assesses the level of compliance with permit requirements. Attached is the 2016 Annual Report.

It is important to meet the stipulation from the DNR that this report be filed electronically on or before June 30, 2017. The report requires approval by the governing body and such resolution is attached.

COUNCIL ACTION REQUESTED

Motion to adopt a Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Report for Year 2016.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2017-_____

A RESOLUTION APPROVING THE WISCONSIN DEPARTMENT OF NATURAL
RESOURCES NR-208 COMPLIANCE MAINTENANCE REPORT FOR YEAR 2016

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system under Wisconsin Administrative Code NR 208;

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR);

WHEREAS, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades (of "C" or less) and/or an overall grade point average (<3.00);

BE IT THEREFORE RESOLVED by the Common Council of City of Franklin that the following recommendations or actions will be taken to address or correct problems/deficiencies of the wastewater treatment or collection system as identified in the Compliance Maintenance Annual Report (CMAR); and

- (1) Continue to identify inflow and infiltration (I & I) to the City's sanitary sewer system and take action to eliminate all I & I detected.
- (2) Continue the City record of having no bypasses or overflow.

INTRODUCED at a special meeting of the Common Council of the City of Franklin this 20th day of June, 2017 by _____.

Passed and adopted at a special meeting of the Common Council of the City of Franklin this 20th day of June, 2017.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT _____

Compliance Maintenance Annual Report

Franklin City

Last Updated: Reporting For:

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Financial Management

1. Provider of Financial Information

Name:

Paul Rotzenberg

Telephone:

414-427-7514

(XXX) XXX-XXXX

E-Mail Address
(optional):

PROtzenberg@ Franklinwi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

- ☒ Yes (0 points)
- ☐ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2016

- ☒ 0-2 years ago (0 points)
- ☐ 3 or more years ago (20 points)
- ☐ N/A (private facility)

2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- ☒ Yes (0 points)
- ☐ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2016

- ☒ 1-2 years ago (0 points)
- ☐ 3 or more years ago (20 points)
- ☐ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 356,106.00

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 356,106.00

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 48,036.00

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 9,915.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 394,227.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Office equipment \$2462 Copier \$3828 Towable Arrow Board \$3625

3.3 What amount should be in your Replacement Fund? \$ 394,227.00

0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

• Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

• Yes - If Yes, please provide major project information, if not already listed below.

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	We will be inspecting and improving force mains when needed, Lift station improvements and or replacement, Maintaining existing system. MH hole rehabilitation. Continuing working on II improvements.	175000	2017

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 4

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	15,764	364
February	14,721	296
March	18,643	152
April	15,013	91
May	13,581	14
June	10,724	22
July	9,336	141
August	9,691	224
September	9,108	211
October	9,965	20
November	13,499	136
December	14,340	387
Total	154,385	2,058
Average	12,865	172

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☒ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

● No

○ Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

more efficient pumps when needed, lighting, building upkeep etc.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

department organization, safety training, lift station efficiency.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Codes of the City of Franklin Chapter 207

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY)

2013-09-01

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

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<p> <input checked="" type="checkbox"/> A description of routine operation and maintenance activities (see question 2 below) <input checked="" type="checkbox"/> Capacity assessment program <input checked="" type="checkbox"/> Basement back assessment and correction <input checked="" type="checkbox"/> Regular O&M training <input checked="" type="checkbox"/> Design and Performance Provisions [NR 210.23 (4) (e)] What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property? <input checked="" type="checkbox"/> State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements <input checked="" type="checkbox"/> Construction, Inspection, and Testing <input type="checkbox"/> Others: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div> </p> <p> <input checked="" type="checkbox"/> Overflow Emergency Response Plan [NR 210.23 (4) (f)] Does your emergency response capability include: <input checked="" type="checkbox"/> Responsible personnel communication procedures <input checked="" type="checkbox"/> Response order, timing and clean-up <input checked="" type="checkbox"/> Public notification protocols <input checked="" type="checkbox"/> Training <input checked="" type="checkbox"/> Emergency operation protocols and implementation procedures <input checked="" type="checkbox"/> Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] <input checked="" type="checkbox"/> Special Studies Last Year (check only those that apply): <input checked="" type="checkbox"/> Infiltration/Inflow (I/I) Analysis <input type="checkbox"/> Sewer System Evaluation Survey (SSES) <input type="checkbox"/> Sewer Evaluation and Capacity Management Plan (SECAP) <input checked="" type="checkbox"/> Lift Station Evaluation Report <input type="checkbox"/> Others: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div> </p>	0																																	
<p>2. Operation and Maintenance</p> <p>2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Cleaning</td> <td style="width: 15%; text-align: center; border: 1px solid black;">20</td> <td style="width: 55%;">% of system/year</td> </tr> <tr> <td>Root removal</td> <td style="text-align: center; border: 1px solid black;">1</td> <td>% of system/year</td> </tr> <tr> <td>Flow monitoring</td> <td style="text-align: center; border: 1px solid black;">6</td> <td>% of system/year</td> </tr> <tr> <td>Smoke testing</td> <td style="text-align: center; border: 1px solid black;">1</td> <td>% of system/year</td> </tr> <tr> <td>Sewer line televising</td> <td style="text-align: center; border: 1px solid black;">25</td> <td>% of system/year</td> </tr> <tr> <td>Manhole inspections</td> <td style="text-align: center; border: 1px solid black;">30</td> <td>% of system/year</td> </tr> <tr> <td>Lift station O&M</td> <td style="text-align: center; border: 1px solid black;">75</td> <td># per L.S./year</td> </tr> <tr> <td>Manhole rehabilitation</td> <td style="text-align: center; border: 1px solid black;">9</td> <td>% of manholes rehabbed</td> </tr> <tr> <td>Mainline rehabilitation</td> <td style="text-align: center; border: 1px solid black;">1</td> <td>% of sewer lines rehabbed</td> </tr> <tr> <td>Private sewer inspections</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of system/year</td> </tr> <tr> <td>Private sewer I/I removal</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of private services</td> </tr> </table>		Cleaning	20	% of system/year	Root removal	1	% of system/year	Flow monitoring	6	% of system/year	Smoke testing	1	% of system/year	Sewer line televising	25	% of system/year	Manhole inspections	30	% of system/year	Lift station O&M	75	# per L.S./year	Manhole rehabilitation	9	% of manholes rehabbed	Mainline rehabilitation	1	% of sewer lines rehabbed	Private sewer inspections	0	% of system/year	Private sewer I/I removal	0	% of private services
Cleaning	20	% of system/year																																
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River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="29.26"/>	Total actual amount of precipitation last year in inches
<input type="text" value="34.76"/>	Annual average precipitation (for your location)
<input type="text" value="189"/>	Miles of sanitary sewer
<input type="text" value="4"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="0"/>	Number of basement backup occurrences
<input type="text" value="18"/>	Number of complaints
<input type="text" value="0.459"/>	Average daily flow in MGD (if available)
<input type="text" value="18.998"/>	Peak monthly flow in MGD (if available)
<input type="text" value="0.074"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.00"/>	Basement backups (number/sewer mile)
<input type="text" value="0.10"/>	Complaints (number/sewer mile)
<input type="text" value="41.4"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.2"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
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None reported

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☐ Yes

☒ No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes

☒ No

If Yes, please describe:

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<div></div>
5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:
manhole leakage
5.4 What is being done to address infiltration/inflow in your collection system?
manhole rehab, lateral and pipe lining.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

City Of Franklin

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE June 20, 2017
REPORTS & RECOMMENDATIONS	Authorization to Purchase Special Assessment Software	ITEM NUMBER 47

Background

The Finance Department currently uses Govern Special Assessment to track billings, collections and future cash flow from prior Special Assessments. The software was installed more than ten years ago.

Govern supports this software out of its Montreal office, with an agent that has a heavy French accent. Communications with the agent are such that only English email requests are initiated. This method can work for some issues, however, there are occasions when voice communication is the only effective way to deal with an issue. That method is not an option in this environment.

New Special Assessment programs must be manually entered from Engineering reports into the program, and while cash receipting can be done in Govern, cash receipting must be repeated in the BS&A software to gain access to our financial systems. This duplicates data entry on both ends of the Special Assessment process.

Some portion of the software has gotten corrupted such that future cash flow projection reports no longer balance to the outstanding balance of unpaid Special Assessments.

There are several vendors of Special Assessment software, but only the BS&A software integrates with the other financial software modules, providing efficiencies in City operations that other software cannot provide.

Analysis

Our financial software provider, BS&A, has a Special Assessment module. It has a portion that provides for planning on Special Assessment projects. The City Engineer has indicated a willingness to use that Special Assessment planning tool for future projects. The planned projects then convert to billed Assessments when construction is complete, and integrates with cash receipting for payments on Special Assessments, and to General Ledger for financial reporting. Manual flagging of parcels would still be required in Govern for Building Inspection/Engineering notice for parcel inquiries. Many of the duplicated financial processes would be eliminated with this software.

BS&A's home market has not required a future cash flows report from the software. In discussions with BS&A, all the data is available, and such a future cash flow projection could be provided with the software.

The Ball Park Commons project promises to involve several large Special Assessment components. Updating this capability in the Finance department is a goal, prior to initiating the Ball Park Commons project.

Finance Staff visited the Greenfield City Hall finance office experiencing the functionality of the software in a Wisconsin environment. Staff noted the commonality of structure and functionality with other BS&A modules.

Options

Continued use of the Govern Special Assessment software.

Purchasing the BS&A Special Assessment software with a goal to have it installed prior to rolling the 2017 Special Assessment billings to the December 2017 tax roll.

Recommendation

Staff recommends purchase of the BS&A tool.

Fiscal Impact

This expenditure was not requested in the 2017 Budget. There is no current appropriation of the software.

A budget amendment would be needed to provide appropriations from Capital Outlay fund balance totaling \$22,000.

A copy of the BS&A quote for the software is attached. Finance Department staff will manually enter the open Special Assessment data into the new software to save the data conversion costs. Total cost as quoted by BS&A is: base software: \$16,215, Custom Import - \$2,500, Implementation and training - \$2,200; BS&A travel expenses \$715 – total \$21,630.

A budget amendment component is included with other Capital projects amendments later in the agenda.

COUNCIL ACTION REQUESTED

Motion authorizing the Director of Finance to purchase Special Assessment software from BS&A subject to approval of a budget modification establishing necessary appropriations.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
REPORTS AND RECOMMENDATIONS	Request Common Council Approval of the newly created Fire Department job description for "Community Fire Prevention Specialist"	ITEM NUMBER B.8.

The Fire Department is seeking Common council approval for the newly created job description of Community Fire Prevention Specialist.

When the previous Fire Marshal retired in early 2016, the Fire Chief sought to create a more community-oriented and customer- friendly fire prevention position in order to facilitate fire code compliance through outreach and education, rather than traditional citation and enforcement tactics.

The intent was to assist property owners in correcting violations while on scene, and working to educate them on fire and life safety initiatives, rather than citing a violation that they may not fully understand, or know how to correct. The new job description is focused around this core mission, but also incorporates other aspects of community outreach – such as working with schools, day cares, seniors, and other community groups to further and promote fire safety and prevention.

The job description was reviewed by the Personnel Committee at its January 18, 2016 meeting, and the committee recommended Common Council approval. However, prior to the new job description being brought to the Common Council for approval, an internal employee (firefighter paramedic) expressed interest in performing inspection duties for the Department. That candidate had had the self-motivation, organizational skills, and personality traits that the Department was looking for in its representative to local business and commercial stakeholders; and an agreement was reached whereby this individual would stay within his current job description and rank, but would be assigned to the Inspection Bureau on a Monday through Friday (40 hour) shift. While this individual excelled in the role, he is no longer able to accommodate the Monday-Friday schedule along with the significant commute time. It is also becoming extremely difficult for a firefighter/paramedic to maintain EMS licensure (not to mention proficiency) while primarily performing inspection duties, due to the significant continuing education requirements for paramedic-level service providers. This individual has requested to transfer back on to a 24-hour duty shift position, at which there is currently a vacancy.

There are no current employees interested in performing fire inspection duties on a Monday-Friday basis, and the Department would like to return to the initial strategy of employing a civilian fire prevention professional that does not need to dedicate work time toward maintaining continuing education, practical skills, and licensure levels that are rarely employed.

Please see the attached memorandum and Job Description for further information. The Fire Chief recommends approval.

COUNCIL ACTION REQUESTED

Request Common Council approval of the job description for Community Fire Prevention Specialist.



TO: Members of the Common Council

RE: Approval of a new Job Description (Community Fire Prevention Specialist) for the Fire Department

Date: June, 20, 2017

Approval Requested:

The Fire Department is seeking Common Council Approval of the newly created Job Description for a civilian fire protection specialist) to perform the fire inspection and prevention duties mandated by state law. The position would be called Community Fire Prevention Specialist. The Personnel Committee reviewed the description (attached) at its January 18th, 2016 meeting, and recommended Council approval.

Background:

Wisconsin Administrative Code (WI SPS 314) establishes a statewide fire prevention code. The law delegates implementation and enforcement of that fire code to local fire departments. SPS 314 further requires that municipal fire departments provide fire prevention programs to the community within its legal jurisdiction, and also establishes certain reporting requirements for fire departments related to those programs and activities.

Simplified, the Franklin Fire Department is required by the State of Wisconsin to perform physical inspections of all public buildings, places of employment, educational and institutional facilities, and multi-unit residential dwellings at least once, and in many cases, twice per year; and to also enforce compliance and timely correction of any violations that are discovered. The Department is also compelled by SPS 314 to provide public education activities related to fire safety and prevention to the community.

If the Department is able to satisfactorily demonstrate that it has been successful in substantially meeting these mandated requirements, the City of Franklin receives approximately \$120,000 annually, which is intended to offset the cost of providing these services to the populace. This is known as the "Wisconsin 2% Dues" program, since the funding for it comes from two percent of total premiums paid on all residential and commercial insurance policies within the state.

Historically within the Franklin Fire Department, fire inspection responsibilities were carried out by a firefighter/EMT assigned to a regular 40-hour workweek. At some point in the past, this position was designated as Lieutenant position (though with no formal fireground authority). In 2002, the firefighter qualification was dropped from the job description; however, in order to still meet eligibility requirements for WRS benefits and Bargaining Unit membership, the EMT licensure requirement was maintained. It is probable that the rationale behind this requirement was that the Fire Marshal would be able to "first respond" EMS calls that were nearby as he or she was out in the community performing inspections, and would be able to respond back to the fire station to staff an ambulance when all other units were out on other fire or EMS calls.

In 2010, the position was re-titled as Fire Marshal in order to reflect the supervisory responsibility at the time (the Marshal was supervising a part-time, contracted employee at that time), and to be consistent with titles of similar positions in surrounding communities. The position was also re-oriented to focus on plan reviews for automatic fire sprinkler systems, fire alarm systems, and overall review of development and construction projects, while the contracted part-time employee completed the majority of the routine annual inspections required by State law.

While this structure and job description served the Department well, it no longer fits the current mission and direction of the Fire Department. In reality, the opportunity and need to "first respond" EMS calls never materialized; and the requirement to maintain EMT licensure created additional time constraints in order to meet mandatory continuing education requirements. Simply put, the Fire Marshal had to spend a great deal of his work time towards maintaining EMS licensure that he rarely if ever had the opportunity to use. At a time when nearly all Department personnel are trained and licensed at the higher Paramedic practice level, it no longer made sense to maintain the "first responder" requirements of the previous position. Furthermore, patient assessment and treatment skills are perishable if not used on a daily basis, and the previous arrangement made it difficult for the Fire Marshal (or any firefighter/paramedic assigned in that capacity) to maintain the high level of proficiency that is the Franklin Fire Department standard. The time dedicated to continuing education requirements also detracts from the ability to complete the inspection work load on a timely and regular basis.

Furthermore, as previously referenced, the Fire Marshal was charged with granting or denying municipal approval for fire alarm and sprinkler systems. Due to the technical sophistication of the systems themselves, along with code requirements and consideration of potential City liability, the vast majority of fire protection system plan review has historically been contracted out to an industry expert, with the Fire Marshal granting or denying plan approval based solely upon the consultant's recommendation.

Therefore, the "Fire Marshal" designation no longer accurately reflects the actual job duties, responsibilities, and level of authority that are actually being performed in that position.

Fire Department Administration recommends replacing the current Fire Marshal job description with that of Community Fire Protection Specialist. This new job description was written to more directly align with the core community fire prevention requirements established in State law (§ SPS 314). The position would be non-sworn and the requirement for EMT licensure would be dropped. The CFPS would not be required to dedicate work time towards maintaining largely unused certifications and skills, and would not be responsible for conducting plan reviews on fire protection systems, for the reasons previously stated. When needed, a professional consultant with the requisite training, education, and certifications would be retained to review system plans, test and inspect system installations, and to make recommendations to the Fire Chief regarding fire protection system requirements (which has been de facto Fire Department practice since February of 2015).

By eliminating these ancillary responsibilities and certification requirements, the individual in this position can refocus on annual, routine inspections and on providing high-quality fire prevention

and education programs to the public. Furthermore, the intention of Fire Department Administration is that the CFPS adopt a more proactive and cooperative approach in order to facilitate code compliance with stakeholders. Current practice is to write-up violations encountered during a field inspection; establish a compliance date by which the violation must be corrected, and then return to verify whether appropriate corrections have been made. By taking a less authoritarian approach and taking the time to educate stakeholders and assist them in correcting the majority of violations on the first visit, there will be less need for follow-up re-inspections, and the property owner will have a greater understanding particular code requirements relative to their property type, and of life-safety considerations in general. Ultimately, the Department's goal – and the CFPS' core mission - is to encourage and instill year round "fire and safety consciousness" in Franklin's citizens, businesses, employees and property owners. This is a paradigm shift away from traditional inspection practices, and the CFPS would also take on a greater role in educational outreach – facilitating and observing fire drills in senior housing, for example – and would assist in providing fire prevention programs in schools as time allows. It is anticipated that the position (with the right candidate in place) would have an extremely positive impact in both the quantity and quality of fire prevention and fire safety educational programs that the Department provides.

These changes make the position ineligible for WRS, which may limit interest from traditional fire-service candidates; however, the broader requirements and more interactive nature of the position may appeal to a more diverse group of "non-traditional" candidates. The key to the success of this position is the attitude and the personality traits of the candidate selected, and a positive, engaging, and cooperative attitude will take precedence over experience, education, and existing knowledge base when filling the position.

The position is classified as a Salary Range 5, with a pay rate of \$45,688 to \$59,394 annually, as compared with the previous Fire Marshal annual salary of \$76,550.88 (plus WRS) and current firefighter/paramedic annual salary of \$79,615.44 (plus WRS). The position is expected to take six to eight weeks to advertise, recruit, and fill; pushing the start date well into the third quarter of 2017. The current vacancy has been open since April, and the Department anticipates that funding is available under the existing personnel budget allocation for 2017.

Franklin Fire Department

Job Title : Community Fire Prevention Specialist

Department : Fire

Appointing Authority: Fire Chief

Reports To : Fire Chief

Salary Level : Salary Range 5

FLSA Status: Non-exempt

Prepared By : Adam Remington, Fire Chief

Prepared Date : December 14, 2015

Approved By :

Approved Date :

Summary:

The Community Fire Prevention Specialist is a non-sworn representative that serves as the public face of the Fire Department to most commercial, residential, and institutional stakeholders. The CFPS is charged with furthering the Fire Department's fire prevention objectives and enhancing community safety through positive, interactive code enforcement and educational outreach; and through establishing partnerships and programs with other agencies that can assist to those ends.

Essential Duties and Responsibilities

Inspect existing structures, construction and remodel sites for compliance with fire codes. Provide guidance and technical assistance to property owners in achieving compliance goals when violations cannot be corrected immediately upon discovery.

Conduct voluntary home inspections.

Review conceptual building and site plans for code compliance; make recommendations for approval, alteration, or modification to the AHJ (authority having jurisdiction).

Investigate complaints regarding fire code violations and fire hazards. Follow-up with complainant(s) and property-owner(s). When necessary, refer to the AHJ for enforcement.

Schedule fire inspections and pre-fire plans. Coordinate activities with shift officers as required.

Maintain all data and records regarding fire inspection or prevention activities (data may include digital/electronic, photographic, or written records); prepare reports regarding fire inspection or prevention as required.

Ensure/maintain Fire Department compliance with requirements of WI § SPS 314 relating to performance and documentation of fire inspections (WI 2% Dues program).

Coordinate sprinkler and fire alarm plan review process with outside agents and State Department of Safety and Professional Services. Manage storage of plans and records related to construction and remodeling projects and fire alarm and/or suppression systems.

Coordinate and facilitate educational outreach to community groups (including schools, senior groups, Scouts/Explorers, corporate groups, and other public or private community groups).

Coordinate and facilitate fire drills in facilities and developments with high-risk and/or limited mobility populations (i.e., senior apartments, CBRFs, daycares, etc...).

Responsible for cleanliness of office area, equipment, and all other fire department property.

Assist in training new employees as assigned.

Other duties as assigned by the Fire Chief.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and Experience:

Equivalent of High School Diploma and two years full-time work experience in a related field (as determined by the Fire Chief) are required. An Associate's

degree or significant progress towards a degree in fire prevention, fire science, construction/building trades, engineering, education/teaching, or related field is preferred. Alternative combinations of education, experience, and licensure/certification may be considered.

Necessary Knowledge, Skills and Abilities:

A positive, collaborative, and courteous attitude, along with exceptional interpersonal and communication skills are required.

Knowledge of modern fire prevention and inspection practices, principles, procedures and equipment.

Ability to effectively apply standard fire prevention and education techniques.

Ability to act effectively in stressful situations.

Ability to follow verbal and written instructions.

Ability to effectively communicate in writing and verbally.

Ability to establish effective working relationships with employees, other agencies, and the general public.

Ability to communicate effectively in an educational capacity with individuals and groups of all ages, abilities, and backgrounds.

Frequent contact with the public requiring courtesy, discretion, and sound judgment.

Licensing and Certification:

Valid WI driver's license and meeting minimum drivers hiring guidelines, as may be adopted by the Common Council from time to time.

State of Wisconsin Fire Inspector I certification is required within six months of employment or before completion of the introductory period.

Must successfully pass medical exam and pre-employment drug screen
-upon conditional job offer.

Physical Demands:

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

While performing the duties of this job, the employee is frequently required to stand; sit; walk; talk; hear; use hands and fingers to feel, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, and crawl.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

Tools and Equipment Used:

Personal Computer; electronic tablet, smart-phone or similar device; calculator; copy machine; fax machine; telephone; measuring devices; and camera.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outdoor settings, in all weather conditions, including temperature extremes, mostly during daytime shifts. Individual is exposed to hearing alarms associated with fighting fires.

The noise level in the work environment is usually moderate.

Job Responsibilities Related to Patient Privacy:

It is expected to protect the privacy of all patient information in accordance with the City of Franklin Fire Department's privacy policies, procedures, and practices, as required by federal [and state] law. Failure to comply with The City of Franklin Fire Department's policies and procedures on patient privacy may result in disciplinary action up to and including termination of employment.

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

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
REPORTS AND RECOMMENDATIONS	Request Council approval to amend the authorized positions for the Fire Department to add 1 FTE for the position of Community Fire Prevention Specialist, and adjust the FTEs for Paramedic/Firefighter to 27, maintaining net authorized FTEs at 46.	ITEM NUMBER B.9.

The Fire Department is seeking Common Council approval to make an adjustment to its current Authorized Positions for Full Time Equivalencies (FTEs). The Department is seeking to fill the newly created position of Community Fire Prevention Specialist outlined in the previous council action sheet. The Department is requesting that one (1) authorized FTE be added for the new position.

The person currently assigned to perform inspection duties is doing so under his previous job description of Paramedic/Firefighter. He would be returning to an on-shift (24- hour) Paramedic/Firefighter FTE that is currently vacant, so that number of FTEs would be reduced by one (1) to 27, so that net authorized positions remains at the net previous level of 46 FTEs.



The vacancy was created by the retirement of the former Assistant Chief; however, internal personnel have been promoted vertically up the chain of command, leaving the vacancy at the Paramedic/Firefighter position. Once the current inspector transitions back to the 24-hour duty shift as a firefighter/paramedic, the vacancy would be left at the 40-hour/week (Community Fire Prevention Specialist) position.

Authorized Positions (FTE)	2014	2015	2016	2017	2017 (proposed)
Fire Chief	1	1	1	1	1
Assistant Chief	1	1	1	1	1
Battalion Chief	3	3	3	3	3
Fire Marshal	1	1	1	0	0
Part-time Inspector	0.5	0.5	0	0	0
Community Fire Prevention Specialist	0	0	0	0	1
Supervisor of Equipment	1	1	1	1	1
Fire Lieutenant	6	6	6	6	6
Paramedic Lieutenant	3	3	3	3	3
EMT/Firefighter	8	5	4	2	2
Paramedic/Firefighter	21	24	25	28	27
Confidential Admin. Asst.	1	1	1	1	1
Total Regular FTE	46.5	46.5	46	46	46

COUNCIL ACTION REQUESTED

Request Council approval to amend the Authorized Positions in order to add one FTE for the Community Fire Prevention Specialist, and to reduce the authorized Paramedic/Firefighter FTEs by one in order to maintain overall Department staffing at the approved 46 FTEs.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/20/2017
REPORTS & RECOMMENDATIONS	Presentation and Discussion on 2018 Budget Development Issues	ITEM NUMBER 

In September of 2017, the Mayor's 2018 Recommended Budget will be presented to the Common Council for it to forward to the Committee of the Whole in accordance with Section 13-2, "Preparation of Budget" of the City of Franklin Municipal Code. At that time and following with past practice, the Director of Administration will present an "overview of [the] budget and major budget initiatives" as set forth in the 2018 Budget Preparation Timetable as adopted by the Common Council. In recent history and as per the adopted budget timetable, that presentation initiates the Common Council's involvement in the upcoming fiscal year's budget development.

For the 2018 Budget, however, the Mayor is proposing to engage the Common Council earlier in the process and gain input from them that can be used to shape the proposed budget document that is brought forward in September. The 2018 budget will be substantially more challenging than in recent history if there is a desire to maintain the existing level of services. The 2017 Mayor's Recommended Budget noted that continuing a pattern of municipal property tax levy freezes and reductions in operating expenses "is simply not sustainable if the City wishes to maintain current operations." The budget and budget presentation identified in detail fiscal strategies that were used the last five years to maintain a frozen property tax levy. With statements such as the following, it also noted that those same strategies may no longer be available.

"The constraint on the levy has been made possible through a variety of means, but those options are largely used up, as evidenced by the following:

- ❖ The 2017 reduction in property tax support to the Debt Service Fund is the last amount that can be safely transferred.
- ❖ A significant general reduction in departmental operating expenses has occurred across the board since 2014, so further cuts are not practicable without service reductions.
- ❖ Since 2014, there has been a significant restriction on the ability to add staff and productivity; in fact, the partially funded DPW worker had to be eliminated.
- ❖ Landfill Siting Revenues had been designated fully toward capital requirements, but 2017 sees the re-institution of the use of some of these funds in the General Fund for operating support despite the need for enhancement of the capital funds.
- ❖ Anticipated Un-Spent Appropriations were set by the Common Council in 2016 at over \$470,000, which figure cannot reasonably be increased without anticipating a deficit.

- ❖ Options to expand revenues are constrained because the State has expanded the list of revenues that now force a reduction in the allowable municipal property tax levy or revenues are already budgeted at appropriate levels.
- ❖ Reassigning resources from other capital funds is not a realistic option given the long-term fiscal needs of each of those funds.”

The purpose of the presentation will be to generally identify the scope or magnitude of the budgetary issues that will face the City during the 2018 budget process. Additionally, there will be some discussion on identifying potential sources or strategies to help mitigate the issues. The goal of the presentation will not be to solve the 2018 budget already; there is simply too much work and analysis to do before that can occur. Rather, the goal is simply to begin the discussion on aspects of the 2018 budget to help ensure that the City reaches an amenable solution within the statutory budgetary timeframe.

To that end, the presentation will also look to establish the next steps in the discussion and will recommend certain topics to come back to the Common Council in July for more in depth discussion, such as borrowing and tax levy options, limitations, and strategies. Similarly, the presentation will identify and recommend certain issues in which to begin to engage other parties, such as the Library Board and the Finance Committee for example. As such, the Common Council should anticipate a moderate amount of discussion on these critical issues and so should anticipate a longer July meeting. Alternatively, the Council may wish to schedule a special Committee of the Whole for these discussions.

Again, resolution of the issues will ultimately occur through the approved budget process; however, by beginning the discussions earlier, the hope and intent will be to find solutions that best meet the needs of the residents of Franklin.


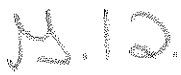
As is done each year with the presentation of the Mayor’s Recommended Budget, a copy of the presentation will be provided at the meeting.

COUNCIL ACTION REQUESTED

Motion to receive and file, or as otherwise determined by the Council.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/20/2017
REPORTS & RECOMMENDATIONS	C.O.P.S. Grant Application Request for Additional Police Officers	ITEM NUMBER B.11
<p>US Department of Justice's C.O.P.S. (Community Orientated Police Services) grants are available for police departments to hire additional police officers. Grants provide 75 percent of salary and benefits for three years.</p> <p>The police department is requesting authority to apply for grant funding for 3 police officer positions.</p> <p>The added positions would allow for the appointment of an additional Detective and 2 patrol officers to address the increase in demand for police services.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Common Council approval to apply for the grant funding of 3 police officer positions.</p>		

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/20/2017
REPORTS & RECOMMENDATIONS	Consideration of an Award of Bid(s) for the Historical Barn Reconstruction in Lions Legend Park: Contract Package #2 (Footings and Foundation) and Contract Package #3 (Carpentry for the Construction)	ITEM NUMBER 

The City has been cooperating with the Franklin Historical Society (FHS) for a number of years in trying to construct or reconstruct a historically-themed barn in the complex within Lions Legend Park. At their meeting of 6/28/2016, the Common Council approved a Capital Projects Agreement between the City and the FHS for the Barn Museum Project. That agreement indicated, in part, that the City would target its authorized \$20,000 in funding toward the foundation, with direct assistance from DPW, that FHS would deposit \$52,000 with the City toward future construction costs, and that "prior to the City awarding a construction contract for construction of the Barn Museum...FHS shall pay to the City \$38,000...[which] amount shall be reduced or increased as necessary to fully fund the cost of the construction contract(s) to be awarded".

The project was bid out in late summer of 2016 and one bid for \$107,829 was received and rejected. The Council Action Sheet noted that "the Historical Society has stated that this bid far exceeds their budget and recommends that the bid be rejected and rebid." The project was recently rebid under new specifications. The specifications anticipated the project would occur in 6 contract packages, generally summarized as follows:

1. Site and foundation preparation work to be done by the City
2. Provide concrete footing, foundation walls, and floor slab
3. Provide carpentry labor for the construction
4. Exterior painting to be done by FHS volunteers
5. & 6. Electrical contracts - design/build, with aspects of work to be done by the City

Contract packages 2 and 3 were bid out and both received one bid from the same contractor CG Schmidt. The bids were for \$29,684 and \$157,960 for contract packages 2 and 3 respectively. Those amounts significantly exceed the funding available from the FHS, as anticipated by the current Capital Projects Agreement.

Per the attached letter, the FHS requests the City award the Foundation bid and that they would provide the additional \$9,684 needed to fund the contract. Additionally, they proposed to deposit an additional \$10,000 to the current trust amount of \$52,000 as a show of good will and intent to raise the additional necessary funds. They recommend rejecting the bid for contract package 3, and indicate they will renew their "efforts to find a reasonable bid for the construction of the building." FHS wants to start the foundation work this year to "greatly enhance the FHS fundraising".

In broad terms, the main options for the Common Council are as follows:

1. Award both bids. This would take substantially more resources from the City, approximately \$80,000, and require the City to complete the additional electrical work or absorb any additional costs for such work. An ordinance and budget modifications would also be needed (as discussed further below).
2. Reject both bids. This would simply acknowledge that the project remains too far from fiscal certainty without more City involvement or a significantly accelerated fundraising result by the FHS. If this is followed, the City may wish to undertake steps to preserve the salvage barn boards so that they will remain viable for a future project. Such an action would not mean that the City is opposed to the project, it would simply acknowledge that the project is primarily a project promoted by the FHS and that the FHS is not currently in a position to complete the project.
3. Accept the Foundation bid as requested by FHS. One could argue that following this alternative requires one (or more) of four assumptions to be true.
 - a. The FHS will be successful in finding a bidder to bid much lower. Absent competition, the requirement for public bidding of the project arguably suggests that receiving a significantly lower bid may be very optimistic, particularly recognizing that the current bid would need to be cut by a third just to get to the level of the bid rejected in 2016. (It can be noted that the current bidder indicated that the use of salvaged materials greatly increases the risk to the contractor and, therefore, the cost to the City. Packaging a bid differently, where the City absorbs certain risks, could reduce the contract cost, although it may not reduce the final costs depending upon how the construction risks pan out.)
 - b. The FHS will significantly increase their rate of donations. Since the Capital Project Agreement was executed about a year ago, it appears that the FHS has raised approximately \$20,000 toward the project. At the current bid rates, the project would require another 4 years or more before construction was initiated, and the City would still be responsible for all of the electrical work.
 - c. The City is amenable to the foundation remaining idle for an extended period to try to spur fundraising. One could argue that the City would have to be very confident that the project would ultimately be completed, since the foundation amounts to less than 20% of the project based on the current bids and since the FHS would only have \$62,000 in trust for the eventual construction.
 - d. The City would invest additional of its funds in the near future if a or b above doesn't occur within a reasonable timeframe.

[NOTE: It could be noted that as an alternative, the Capital Projects Agreement could be modified so that the entire foundation cost is from FHS funds and the City's contribution is moved to the end of the project. Although this transfers the City's risk associated with a complete project failure if the foundation is subsequently abandoned, it doesn't change the City's risk position if it is assumed that once the foundation is installed, the project would be completed one way or another.]

Also, please note that there are two technical issues that need to be resolved if the City wishes to award one or both of the contract packages. First, the City's appropriation only encompasses its \$20,000 direct funding; therefore, a budget modification would need to be prepared if either contracts are to be awarded. Secondly, as the project would be bid in portions with the City being responsible for part of the project, an ordinance would have to be adopted, as is provided for within state law, that enables such division of work. Given the additional work involved to draft these documents for options that are not a certainty, one of the optional motions below reflect a directive to take such actions with award of contracts to follow.

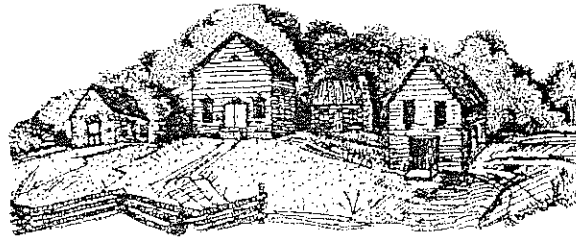
The City has supported this project for many years and it has taken multiple forms since the Common Council first addressed it. At the same time, the City has more than doubled its initial commitment of \$10,000 when you consider the added labor anticipated by DPW. Moving forward at this time, however, very likely becomes a matter of policy as to whether the Council wishes to expand its fiscal role in this project. At a minimum, the City would increase its risks associated with the project because it would likely be viewed as a total commitment to the project by the City (since eventually removing the foundation would seem absurd). If the City wished to mitigate its risks of potential increased direct financial participation, the City would likely look to reject both bids, to direct staff to come up with a plan to preserve the salvaged raw materials and further investigate modifications to the bid documents to limit contractor risk, and to encourage the FHS to continue with their efforts on the project.

COUNCIL ACTION REQUESTED

Option 1) Motion to direct staff to prepare the necessary budget modification and ordinance on City participation in public construction projects with the intent that the Common Council will award the bid for Contract Package #2 (footings and foundation) at the next Common Council meeting.

Option 2) Motion to reject all bids for the Historical Barn Reconstruction at Lions Legends Park, to direct staff to come up with a plan to preserve the salvaged raw materials and to further investigate modifications to the bid documents to limit contractor risk or reduce overall project costs, and to encourage the Franklin Historical Society to continue with their efforts on the project.

Option 3) Any other motion as the Common Council deems appropriate.



Franklin Historical Society
P.O. Box 320012
Franklin, WI 53132

office/fax: 414-421-6539

June 14, 2017

Honorable Steve Olson
Mayor of Franklin
City of Franklin Common Council
9229 West Loomis Road
Franklin, Wisconsin 53132

The Franklin Historical Society requests the City of Franklin accept the bid of \$29,684 by CG Schmidt Company for the construction of the foundation of our barn museum.



A new capital projects agreement between the City of Franklin and the FHS replacing the July 2016 agreement would need to be done. In that agreement the city committed and authorized \$20,000 towards the project and additional labor from the Department of Public Works. In the new agreement the FHS would provide additional funds of \$9,684.

The FHS will also add \$10,000 to the current trust amount of \$52,000 the city is holding for the barn museum project.

The FHS will renew our efforts to find a reasonable bid for the construction of the building.

The start of the foundation work this year will greatly enhance the FHS fundraising. The barn museum will be a great cultural and educational addition to the City of Franklin.

James J. Luckey
President FHS

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/20/2017
REPORTS & RECOMMENDATIONS	Authorization to Execute a Cooperation Agreement with Milwaukee County for Program Years 2018 through 2020 for the Community Development Block Grant and HUD HOME Programs	ITEM NUMBER 

Every three years the City has participated in an intergovernmental cooperation agreement that enables access to funding from the Community Development Block Grant and the National Affordable Housing Act, which includes the HOME Investment Partnership program. Milwaukee County serves as the agent for the programs and with the population base from various communities in Milwaukee County an allocation of Federal funding becomes available. The County uses some for programming and some for administration, and an allocation is made to the participating communities. The federal Department of Housing and Urban Development (HUD) requires formal participation agreements, such as the attached document.

At a high level, this contract is historically very much a cooperation agreement. Without the mutual action, neither the County nor the communities would likely gain access to any of the funding. The contract is, therefore, written with very much this cooperative spirit. It assumes issues will be worked out. There is not a lot of language spent on precise actions that will be taken if problems occur. The contract has existed with this same open language without significant issues at least for the last decade.

A couple of changes of note, however, are included:

Provision number 2 was expanded to better define and explain the applicable federal funding sources and in doing so it more clearly identifies the data sources to be employed in calculating the share of revenue to each community. It explains it more descriptively and not with a specific mathematical formula. As the Feds modify the data annually, an application of the federal guidelines can then occur. Discrepancies can be taken up administratively with the County, through our County Board Supervisor or through the ICC, where other communities could be having the same issue. It is understood that HUD was encouraging the expansion of this language to incorporate the referenced Federal sources.

The second paragraph of provision number 2 is new and was language pushed for by the City of Franklin. For 2017, the City proposed certain projects and then proposed an amount, roughly equal to the remainder of our allocation, to be used for the Home Repair Program for Franklin residents. That portion of our submission did not get approved. The added language clearly identifies that a community may now submit proposed projects for funding "and/or have all or some of its allotment for that year applied to the Home Repair Program." This new language helps ensure access to our full funding allotment and enhances access to the HOME program.

HUD also required they add section 5 k., which restricts a local unit of general government from selling, trading, or transferring their allotment.

The contract is a three-year commitment with no opportunity to withdraw or terminate the agreement. Nonetheless, the City is not required to submit applications for any given year; as such it will be effectively much like a withdrawal. The fixed, three-year term is required so that any participating community's population will continue to remain counted toward the whole to ensure the region remains above the qualification threshold.

HUD is well known for creating timeline issues and problems with approvals. This document's approval path is following the same pattern. The County must have all municipalities executing a document before the end of August. The ICC, however, just passed a motion on June 12, 2017 recommending communities participate and support the Cooperation Agreement. Despite that action, the County's Corporation Counsel has not approved the final, final form. Given the shorter summer schedule for many local governments, this document is being moved forward at the earliest possible convenience, but the motion for approval is intended to provide broad authority to the City Attorney to approve as to form and changes from the attached document that he determines are technical corrections, clarifications, or not of a substantial substantive difference.

Staff recommends that if Franklin wishes to continue to have access to certain CDBG funds, the agreement should be approved. A copy of the proposed draft agreement and the current existing agreement are attached for your convenience.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor and City Clerk to execute a Cooperation Agreement with Milwaukee County for an additional 3-year participation, program years 2018 through 2020, in the Community Development Block Grant and HUD HOME funds, subject to approval as to form by the City Attorney, which changes from the attached document may include technical corrections, clarification, or other such changes that do not entail a substantial substantive difference.

COOPERATION AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2017, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the _____, (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, (hereinafter referred to as the "Act") providing Federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and

WHEREAS, the United States Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (P.L. 100-625) as amended, (hereinafter referred to as "NAHA") providing Federal assistance for, among other things, the HOME Investment Partnership program (hereinafter referred to as "HOME") which is intended to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, the Act makes possible the allocation of funds to Milwaukee County for the purpose of undertaking only community development program activities identified in Section 105 of the Act; and

WHEREAS, NAHA makes possible the allocation of funds to Milwaukee County for the purpose of undertaking housing programs identified in Section 211 of NAHA; and

WHEREAS, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") for funds authorized under the Act and NAHA; and

WHEREAS, the Act recognizes that the Municipality may enter into cooperation agreements with the County in order to undertake housing and community development activities as authorized in Section 105 of the Act; and

WHEREAS, the County and the Municipality have determined that joint action is an effective way to accomplish the purposes of said Act and NAHA; and

WHEREAS, counties in Wisconsin, pursuant to Wisconsin Statutes Sec. 59.01 and municipalities in Wisconsin, pursuant to Wisconsin Statutes Sec. 66.0301 have the necessary authority to enter into contracts of the type herein contemplated.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between the County and the Municipality as follows:

PROVISIONS:

1. Purpose. The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, by means of submitting to HUD a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds ("CDBG") as an Urban County from Federal Fiscal Years 2018, 2019, and 2020 appropriation and from any program income generated from the expenditure of such funds, and HUD HOME funds from appropriations in the same three (3) federal fiscal years and from any program income generated from the expenditure of such funds.

2. Consideration: The Municipality, by the execution of this Agreement, agrees to have its yearly CDBG allocation calculated by a formula using Families in Poverty census data. Both the CDBG and HOME programs use this census factor, and others, to determine yearly allocations for cities, counties and states. The HOME program provides an online tool, the Consortium Builder (see <https://www.hudexchange.info/resource/2450/home-consortia-builder-a-tool-to-estimate-funding/> for more information), that provides guidance on how to combine demographics of member governments for allocation amounts. The County uses the Consortium Builder Tool to determine Urban County member's allocations. Since the members of the CDBG Urban County are also members of the HOME Participating Jurisdiction, these factors are consistent across both programs.

A Municipality may expend each year's allocation using one or both of the following options. The Municipality can 1) submit a proposed project(s) for funding consideration, and/or 2) have all or some of its allotment for that year applied to the Home Repair Program. These two options are described in more detail below.

Proposed Project(s): A Municipality must have a proposed project(s) that 1) meets a National Objective of the CDBG Program (Benefit to Low- and Moderate Income Persons, Prevention or Elimination of Slum and Blight, or meeting an Urgent Need); 2) is an eligible activity under the CDBG program; and 3) meets one or more of the Goals and Objectives of the current Consolidated Plan. A Municipality's allocation may be impacted by past project performance and outcomes, past project compliance with applicable regulations, and compliance with this Cooperation Agreement. The County agrees to include the Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of the Housing and Community Development Act.

Home Repair Program: Since 1976, the Home Repair program has been providing low- and no-interest loans for home repair, including the removal of architectural barriers for disabled low-income homeowners and tenants. Funding for the Home Repair Program is provided by CDBG and HOME funds. The overall intent of the program is to rehabilitate, maintain, and expand the supply of decent, safe and sanitary housing within suburban Milwaukee County. Administrative control is exercised by the Milwaukee County Housing Division with the Home Repair Review Board having final policy-making and loan approval/denial authority. A Municipality may choose to have all or some of its allocation included in that year's

CDBG funding for the Home Repair Program. An effort would be made to provide assistance under this program to income qualified homeowners/tenants within the Municipality's jurisdiction.

3. Restrictions. Neither the County nor the Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.

4. Term. The term of this Agreement shall be three (3) years commencing the day of execution and continuing through the three (3) entire Program Years 2018, 2019, and 2020 and for such additional time as may be required for the expenditure of program income received and of funds granted through the Act and NAHA to the County for such period, as defined by HUD regulations and included within HUD Notice CPD 05-01. A municipality executing an Agreement for participation shall not have the opportunity to terminate or withdraw from the Agreement during the period that this Agreement is in effect. This Agreement shall be in effect for three (3) successive years and remain in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the three-year period are expended and the funded activities completed.

5. Obligations.

- a. Milwaukee County and the _____ agree to undertake all actions necessary to assure compliance with Milwaukee County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, provisions of the National Environmental Policy Act of 1969, and other applicable laws. In addition, the Municipality is subject to the same requirements applicable to subrecipients, pursuant to 24 CFR 570.501(b), including the requirement of a written agreement as set forth in 24 CFR 570.503.

The Municipality understands, acknowledges and agrees that non-compliance with any of the provisions above may constitute non-compliance by the County which may provide "cause" for funding sanctions or other remedial actions by HUD. Further, Urban County Community Development funding is prohibited for activities in or in support of any cooperating unit of government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

- b. The Municipality shall select at least three (3) action items from the list below to affirmatively further fair housing for the duration of this Agreement. The Municipality shall keep records documenting actions taken to affirmatively

further fair housing and provide an annual report to the County of such actions within fifteen (15) days of the end of the calendar year.

- i. Provide Milwaukee County Housing Division and make available to developers an inventory of developable land that is suitable for affordable, high-density, multi-family housing.
 - ii. Provide a list to the Milwaukee County Housing Division annually of all Tax Incremental Financing (TIF) Districts that will terminate within the next five (5) years and plans to extend the TIF to create affordable multi-family housing.
 - iii. Work with Southeast Wisconsin Regional Plan Commission and/or Metropolitan Milwaukee Fair Housing Council to review and revise ordinances to remove barriers to affordable housing. Zoning ordinances, building ordinances, and fair housing ordinances are examples of the types of ordinances that may impact housing.
 - iv. Make changes to zoning districts to better connect transportation to areas zoned for multi-family housing.
 - v. Work with Milwaukee County Housing Choice Voucher program to identify and outreach to landlords in the Municipality to encourage participation in the Housing Choice Voucher program and provide landlords with fair housing information.
 - vi. Train elected officials serving on the governing board (common council/board of trustees) and volunteers serving on the plan commission, board of appeals, and other bodies impacting housing in fair housing laws and the requirement to affirmatively further fair housing.
 - vii. Train "first point of contact" staff to ensure that persons requesting assistance for possible fair housing violations obtain timely and accurate information from anyone who may answer a phone or field fair housing inquiries from the public.
 - viii. Any other activity listed in the recommendations section of Milwaukee County Analysis of Impediments to Fair Housing (June 2008 edition and any updated Analysis) with approval from the Milwaukee County Housing Division.
- c. Nothing contained in this Agreement shall deprive any Municipality of any power of zoning, development control or other lawful authority that it presently possesses.

- d. Pursuant to HUD regulations, the Municipality may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program.
- e. Pursuant to HUD regulations, the Municipality may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. However, this Agreement does not preclude The County or the Municipality from applying for State HOME funds.
- f. The Municipality attests that it has adopted and is enforcing:
 - i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - ii. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- g. The Municipality must inform the County of any income generated by the expenditure of CDBG funds received by the Municipality.
 - i. Any such program income must be paid to the County, or if the completion of an approved activity should require the use of program income, the Municipality may retain said income upon mutual agreement of the County and the Municipality.
 - ii. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply.
- h. The Municipality must establish and maintain appropriate record keeping and reporting of any retained program income and make such available to the County in order that the County can meet its monitoring and reporting responsibilities to HUD.
- i. If the Milwaukee County Urban County Community Development program is, at some future date, closed-out, or if the status of the Municipality's participation in the Milwaukee County Urban County Community Development program changes, any program income retained by the Municipality, or received subsequent to the close-out or change in status, shall be paid to the County.
- j. If the Municipality utilizes in whole or in part, funds covered by this Agreement to acquire and/or improve real property which will be within the control of the Municipality, then the following standards shall apply:

- i. The Municipality will notify the County in advance of any modification or change in the use of real property from that planned at the time of the acquisition or improvement, including disposition;
 - ii. The Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG activity, reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds); and
 - iii. Program income generated from the disposition or transfer of property acquired and/or improved in whole or in part with CDBG funds prior to or subsequent to the close-out, change of status, or termination of this Cooperation Agreement shall be treated under the provisions of this Agreement concerning program income.
- k. As required by the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76, a local unit of general government may not sell, trade or otherwise transfer all or any portion of the CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

6. Authorization.

- a. The County has executed this Agreement pursuant to action taken by its Board of Supervisors on _____, 20 __, Resolution File No. _____ (copy attached).
- b. The Municipality has executed this Agreement pursuant to action taken by its governing body on _____, 20 __, by law (copy attached).

SIGNATURE PAGE FOLLOWS:

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

MUNICIPALITY

Name: _____

Title: _____

Name: _____

Title: _____

MILWAUKEE COUNTY

Hector Colon, Director
Department of Health and Human Services

Approved:

Approved:

By: _____ Date: _____
County Executive

By: _____ Date: _____
Office of the Comptroller

Approved as to Execution:

By: _____ Date: _____
Corporation Counsel

COOPERATION AGREEMENT

THIS AGREEMENT entered into on this 26th day of August, 2014, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the City of Franklin, (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, (hereinafter referred to as the "Act") providing Federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and

WHEREAS, the United States Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (P.L. 100-625) as amended, (hereinafter referred to as "NAHA") providing Federal assistance for, among other things, the HOME Investment Partnership program (hereinafter referred to as "HOME") which is intended to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, the Act makes possible the allocation of funds to Milwaukee County for the purpose of undertaking only community development program activities identified in Section 105 of the Act; and

WHEREAS, NAHA makes possible the allocation of funds to Milwaukee County for the purpose of undertaking housing programs identified in Section 211 of NAHA; and

WHEREAS, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") for funds authorized under the Act and NAHA; and

WHEREAS, the Act recognizes that the Municipality may enter into cooperation agreements with the County in order to undertake housing and community development activities as authorized in Section 105 of the Act; and

WHEREAS, the County and the Municipality have determined that joint action is an effective way to accomplish the purposes of said Act and NAHA; and

WHEREAS, counties in Wisconsin, pursuant to Wisconsin Statutes Sec. 59.01 and municipalities in Wisconsin, pursuant to Wisconsin Statutes Sec. 66.0301 have the necessary authority to enter into contracts of the type herein contemplated.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between the County and the Municipality as follows:

PROVISIONS:

1. Purpose. The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, by means of submitting to HUD a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds ("CDBG") as an Urban County from Federal Fiscal Years 2015, 2016, and 2017 appropriation and from any program income generated from the expenditure of such funds, and HUD HOME funds from appropriations in the same three (3) federal fiscal years and from any program income generated from the expenditure of such funds.
2. Consideration. The Municipality, by the execution of this Agreement, agrees to have its yearly CDBG allocation based on extent of poverty as defined in the Act. To receive an allocation the Municipality must have proposed project(s) that meet the National Objectives of the Act. Municipality allocations may also be impacted by past project performance and outcomes, past project compliance with applicable regulations, and compliance with this Cooperation Agreement. All funds shall be used within the Urban County jurisdiction. The County agrees to include the Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of the Act.
3. Restrictions. Neither the County nor the Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.
4. Term. The term of this Agreement shall be three (3) years commencing the day of execution and continuing through the three (3) entire Program Years 2015, 2016, and 2017 and for such additional time as may be required for the expenditure of program income received and of funds granted through the Act and NAHA to the County for such period, as defined by HUD regulations and included within HUD Notice CPD 05-01. A municipality executing an Agreement for participation shall not have the opportunity to terminate or withdraw from the Agreement during the period that this Agreement is in effect. This Agreement shall be in effect for three (3) successive years and remain in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the three-year period are expended and the funded activities completed.
5. Obligations.
 - a. Milwaukee County and the City of Franklin agree to undertake all actions necessary to assure compliance with Milwaukee County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, provisions of the National Environmental Policy Act of 1969, and other applicable laws. In addition, the Municipality is

subject to the same requirements applicable to subrecipients, pursuant to 24 CFR 570.501(b), including the requirement of a written agreement as set forth in 24 CFR 570.503.

The Municipality understands, acknowledges and agrees that non-compliance with any of the provisions above may constitute non-compliance by the County which may provide "cause" for funding sanctions or other remedial actions by HUD. Further, Urban County Community Development funding is prohibited for activities in or in support of any cooperating unit of government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

- b. The Municipality shall select at least three (3) action items from the list below to affirmatively further fair housing for the duration of this Agreement. The Municipality shall keep records documenting actions taken to affirmatively further fair housing and provide an annual report to the County of such actions within fifteen (15) days of the end of the calendar year.
 - i. Provide Milwaukee County Housing Division and make available to developers an inventory of developable land that is suitable for affordable, high-density, multi-family housing.
 - ii. Provide a list to the Milwaukee County Housing Division annually of all Tax Incremental Financing (TIF) Districts that will terminate within the next five (5) years and plans to extend the TIF to create affordable multi-family housing.
 - iii. Work with Southeast Wisconsin Regional Plan Commission and/or Metropolitan Milwaukee Fair Housing Council to review and revise ordinances to remove barriers to affordable housing. Zoning ordinances, building ordinances, and fair housing ordinances are examples of the types of ordinances that may impact housing.
 - iv. Make changes to zoning districts to better connect transportation to areas zoned for multi-family housing.
 - v. Work with Milwaukee County Housing Choice Voucher program to identify and outreach to landlords in the Municipality to encourage participation in the Housing Choice Voucher program and provide landlords with fair housing information.
 - vi. Train elected officials serving on the governing board (common council/board of trustees) and volunteers serving on the plan commission, board of appeals, and other bodies impacting housing in fair housing laws and the requirement to affirmatively further fair housing.

- vii. Train "first point of contact" staff to ensure that persons requesting assistance for possible fair housing violations obtain timely and accurate information from anyone who may answer a phone or field fair housing inquiries from the public.
 - viii. Any other activity listed in the recommendations section of Milwaukee County Analysis of Impediments to Fair Housing (June 2008 edition and any updated Analysis) with approval from the Milwaukee County Housing Division.
- c. Nothing contained in this Agreement shall deprive any Municipality of any power of zoning, development control or other lawful authority that it presently possesses.
- d. Pursuant to HUD regulations, the Municipality may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program.
- e. Pursuant to HUD regulations, the Municipality may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. However, this Agreement does not preclude The County or the Municipality from applying for State HOME funds.
- f. The Municipality attests that it has adopted and is enforcing:
 - i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - ii. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- g. The Municipality must inform the County of any income generated by the expenditure of CDBG funds received by the Municipality.
 - i. Any such program income must be paid to the County, or if the completion of an approved activity should require the use of program income, the Municipality may retain said income upon mutual agreement of the County and the Municipality.
 - ii. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply.

- h. The Municipality must establish and maintain appropriate record keeping and reporting of any retained program income and make such available to the County in order that the County can meet its monitoring and reporting responsibilities to HUD.
- i. If the Milwaukee County Urban County Community Development program is, at some future date, closed-out, or if the status of the Municipality's participation in the Milwaukee County Urban County Community Development program changes, any program income retained by the Municipality, or received subsequent to the close-out or change in status, shall be paid to the County.
- j. If the Municipality utilizes in whole or in part, funds covered by this Agreement to acquire and/or improve real property which will be within the control of the Municipality, then the following standards shall apply:
 - i. The Municipality will notify the County in advance of any modification or change in the use of real property from that planned at the time of the acquisition or improvement, including disposition;
 - ii. The Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG activity, reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds); and
 - iii. Program income generated from the disposition or transfer of property acquired and/or improved in whole or in part with CDBG funds prior to or subsequent to the close-out, change of status, or termination of this Cooperation Agreement shall be treated under the provisions of this Agreement concerning program income.

6. Authorization.

- a. The County has executed this Agreement pursuant to action taken by its Board of Supervisors on July 31, 2014, Resolution File No. 14-572 (copy attached).
- b. The Municipality has executed this Agreement pursuant to action taken by its governing body on August 19, 2014, by law (copy attached).

SIGNATURE PAGE FOLLOWS:

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

MUNICIPALITY

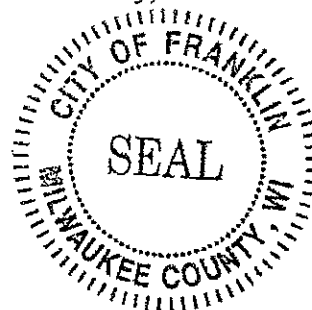
City of Franklin

Name: Stephen R. Olson STEPHEN R. OLSON

Title: Mayor

Name: Sandra L. Wesolowski SANDRA L. WESOLOWSKI

Title: City Clerk



MILWAUKEE COUNTY

DocuSigned by:
Hector Colon
007CB9EC805D482
Hector Colon, Director
Department of Health and Human Services

Approved:

By: [Signature]
2E580B93A2CC443...
County Executive

Date: 10/2/2014

Approved:

By: [Signature]
F73E4A06DB0643E...
Office of the Comptroller

Date: 9/30/2014

Approved as to Execution:

By: Mark A. Grady
2F0747052A5E445...
Corporation Counsel

Date: 9/29/2014

FIRST AMENDMENT TO COOPERATION AGREEMENT

THIS FIRST AMENDMENT is entered into on this 26th day of August, 2014, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the City of Franklin, (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the County and the Municipality have entered into a Cooperation Agreement that qualifies the County as an Urban County entitling the parties to receive Community Development Block Grant ("CDBG") funds to conduct and administer housing and community development activities and projects; and

WHEREAS, the United States Department of Housing and Urban Development ("HUD") revised the requirements for cooperation agreements and a new requirement was added in the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76; and

WHEREAS, the County and the Municipality have agreed to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree to amend the Cooperation Agreement as follows:

PROVISIONS:

1. A new Section 5.k. shall be added to the Agreement which states: "As required by the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76, a local unit of general government may not sell, trade or otherwise transfer all or any portion of the CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended."
2. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Cooperation Agreement, the terms and provisions of this Amendment shall govern, control and prevail.

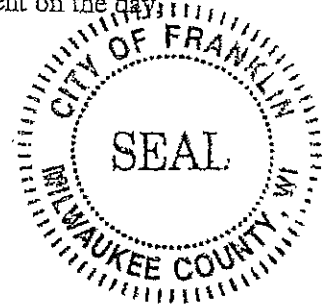
- SIGNATURE PAGE FOLLOWS -

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day, month and year first above written.

MUNICIPALITY

City of Franklin
Name: Stephen R. Olson STEPHEN R. OLSON
Title: Mayor

Name: Sandra L. Wesolowski SANDRA L. WESOLOWSKI
Title: City Clerk

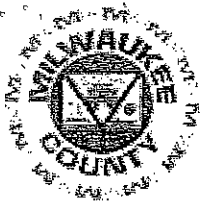


MILWAUKEE COUNTY

DocuSigned by:
Hector Colon
Hector Colon, Director
Department of Health and Human Services

Approved as to Execution:

By: Mark A. Grady Date: 9/29/2014
Corporation Counsel



Milwaukee County

Exhibit B

County Courthouse
901 N. 9th Street, Rm.
105
Milwaukee, WI 53233

Certified Copy

Action Report: 14-572

File Number: 14-572

From the Director, Department of Health and Human Services, requesting authorization to enter into a three-year cooperation agreement with non-entitlement Milwaukee County jurisdictions for the purpose of receiving Housing and Urban Development funding as an urban county. **(Referred to the Committees on Economic and Community Development and Finance, Personnel, and Audit)**

[Enter body here]

I, Joseph J. Czarnecki, County Clerk in and for the County of Milwaukee, State of Wisconsin, do hereby certify that this is a true copy of Action Report No. 14-572, ADOPTED by the County Board on 7/31/14 and SIGNED by the County Executive on 8/11/14.

Given under my hand and official seal, at the Milwaukee County Courthouse, in the City of Milwaukee.

Attest:

Handwritten signature of Joseph J. Czarnecki in black ink.

Joseph J. Czarnecki

October 06, 2014

Date Certified

(ITEM) From the Director, Department of Health and Human Services, requesting authorization to enter into a three-year cooperation agreement with non-entitlement Milwaukee County jurisdictions for the purpose of receiving Housing and Urban Development funding as an urban county, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974 (Public Law 93-383) as amended (hereinafter referred to as the Act), providing Federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and

WHEREAS, the United States Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (Public Law 100-625) as amended (hereinafter referred to as NAHA), providing Federal assistance for, among other things, the HOME Investment Partnerships Program (hereinafter referred to as HOME) which is intended to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, the Act makes possible the allocation of funds to Milwaukee County for the purpose of undertaking only community development program activities identified in Section 105 of the Act; and

WHEREAS, NAHA makes possible the allocation of funds to Milwaukee County for the purpose of undertaking housing programs identified in Section 211 of NAHA; and

WHEREAS, Milwaukee County intends to apply to the United States Department of Housing and Urban Development (hereinafter referred to as HUD) for funds authorized under the Act and NAHA; and

WHEREAS, the Act recognizes that the Municipality may enter into cooperation agreements with the County in order to undertake housing and community development activities as authorized in Section 105 of the Act; and

WHEREAS, the County and the Municipality have determined that joint action is an effective way to accomplish the purposes of said Act and NAHA; and

WHEREAS, counties in Wisconsin, pursuant to Wisconsin Statutes 59.01, and municipalities in Wisconsin, pursuant to Wisconsin Statutes 66.0301, have the necessary authority to enter into contracts of the type herein contemplated; and

44 WHEREAS, the purpose of this agreement is to establish the mutual desire to
45 cooperate to undertake, or to assist in undertaking, community renewal and lower income
46 housing assistance activities, by means of submitting a Consolidated Plan and Annual
47 Action Plan for both HUD Community Development Block Grant Funds as an Urban
48 County from the Federal Fiscal Years 2015, 2016, and 2017 appropriation and from any
49 program income generated from the expenditure of such funds and HUD HOME funds
50 from appropriations in the same three (3) Federal Fiscal Years and from any program
51 income generated from the expenditure of such funds; and

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53 WHEREAS, the Committee on Economic and Community Development at its
54 meeting of July 21, 2014, recommended adoption of the Director's request (vote 5-0); and
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56 WHEREAS, the Committee on Finance, Personnel, and Audit at its meeting of
57 July 24, 2014, also recommended adoption of the Director's request (vote 8-0); now,
58 therefore,
59

60 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
61 authorizes the Director, Department of Health and Human Services, or his designee, to
62 enter into an Agreement with each of the 16 municipalities to establish the mutual desire to
63 cooperate to undertake, or assist in undertaking, community renewal and lower income
64 housing assistance activities, by means of submitting a Consolidated Plan and Annual
65 Action Plan for both United States Department of Housing and Urban Development (HUD)
66 Community Development Block Grant Funds as an Urban County from the Federal Fiscal
67 Years 2015, 2016, and 2017 appropriation and from any program income generated from
68 the expenditure of such funds, and HUD HOME funds from appropriations in the same
69 three (3) Federal Fiscal years and from any program income generated from the
70 expenditure of such funds.

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73 jmj
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