

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/05/17
REPORTS & RECOMMENDATIONS	RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR TAX KEY NOS. 757-9990-001 AND 757-9989-000 (7236 SOUTH 68TH STREET AND 7232 SOUTH 68TH STREET) (JAMES RICHEY, APPLICANT)	ITEM NUMBER H.2.

At their August 17, 2017 meeting, the Plan Commission recommended approval of a resolution conditionally approving a Land Combination for Tax Key Nos. 757-9990-001 and 757-9989-000 (7236 South 68th Street and 7232 South 68th Street) (James Richey, Applicant).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2017-_____, a resolution conditionally approving a Land Combination for Tax Key Nos. 757-9990-001 and 757-9989-000 (7236 South 68th Street and 7232 South 68th Street) (James Richey, Applicant).

RESOLUTION NO. 2017-

A RESOLUTION CONDITIONALLY
APPROVING A LAND COMBINATION FOR
TAX KEY NOS. 757-9990-001 AND 757-9989-000
(7236 SOUTH 68TH STREET AND 7232 SOUTH 68TH STREET)
(JAMES RICHEY, APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a proposed land combination for James Richey to accommodate construction of a detached garage on a portion of a vacant parcel of land located at 7232 South 68th Street, adjoining the Richey residential property at 7236 South 68th Street; bearing Tax Key Nos. 757-9990-001 and 757-9989-000, more particularly described as follows:

Property Description for 7236 South 68th Street is a combination of the following legal descriptions:

That part of the Northeast 1/4 of Section 10, Town 5 North, Range 21 East in the Town of Franklin, Milwaukee County, Wisconsin, bounded and described as follows to wit: Commencing at a point in the west line of said 1/4 section, said point being 960.89 feet south of the Northwest corner of said 1/4 section, running thence south along the west line of said 1/4 section, 100.0 feet to a point, thence North 89°39'05" East and parallel to the south line of the north 1/2 of said 1/4 section, 315.00 feet to a point, thence northerly along a curved line (having a radius of 1365.0 feet with its center to the west, and a chord 100.04 feet in length, which bears North 02°06' West) a distance of 100.06 feet to a point, thence South 89°39'05" West 311.34 feet to the place of commencement. The west 45.0 feet and the easterly 30.0 feet to be reserved for street purposes. (0.57 acres)

That part of the Northeast 1/4 of Section 10, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee, Wisconsin, which is bounded and described as follows:

Commencing at a point in the West line of said 1/4 Section, said point being 1060.89 feet to the South of the Northwest corner of said 1/4 Section; thence running North 89°39'05" East and parallel to the South line of the North 1/2 of said 1/4 Section, 315.00 feet to a point; thence South and parallel to the West line of said 1/4 Section, 30.00 feet to a point; thence South 89°39'05" West, 130.00 feet to a point; thence South and parallel to the West line of said 1/4 Section, 58.00 feet to a point; thence South 89°39'05" West, 185.00 feet to a point in the West line of said 1/4 Section; thence North along the West line of said 1/4 Section, 88.00 feet to the point of commencement, Excepting that part

JAMES RICHEY – LAND COMBINATION

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reserved for street purposes. Excepting therefrom that part shown in Warranty Deed dated September 23, 1999 and recorded in the Register of Deeds office for Milwaukee County, on November 12, 1999, on Reel 4690, Image 1306, as Document No. 7836090. (0.39 acres); and

Property Description for 7232 South 68th Street:

That part of the North 1/2 of the Northeast 1/4 of Section 10, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at a point in the West line of said 1/4 Section, 860.89 feet South of the Northwest corner of said 1/4 Section; running thence N 89°39'05" E and parallel to the South line of the North 1/2 of said 1/4 Section, 251.03 feet to a point; thence N 62°46'74" E, 30.0 feet to a point; thence S 27°13'46" E 13.57 feet to a point of curve; thence Southeasterly along a curved line having a radius of 263.0 feet with its center to the West and a chord 105.0 feet in length which bears S 15°42'53" E a distance of 105.71 feet to a point; thence S 89°39'05" W, 311.34 feet to a point in the West line of said 1/4 Section; thence North along the West line of said 1/4 Section 100.0 feet to the place of commencement.

WHEREAS, the Plan Commission having reviewed such application and recommended approval thereof and the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed land combination is appropriate for approval pursuant to law upon certain conditions, all pursuant to §15-9.0312 of the Unified Development Ordinance, Land Combination Permits.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the proposed land combination for James Richey, as submitted by James Richey, as described above, be and the same is hereby approved, subject to the following conditions:

1. James Richey, successors and assigns shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the James Richey land combination project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
2. The approval granted hereunder is conditional upon James Richey and the land

JAMES RICHEY – LAND COMBINATION

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combination project for the property located at 7236 South 68th Street and 7232 South 68th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

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

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

APPROVED:

Stephen R. Olson, Mayor

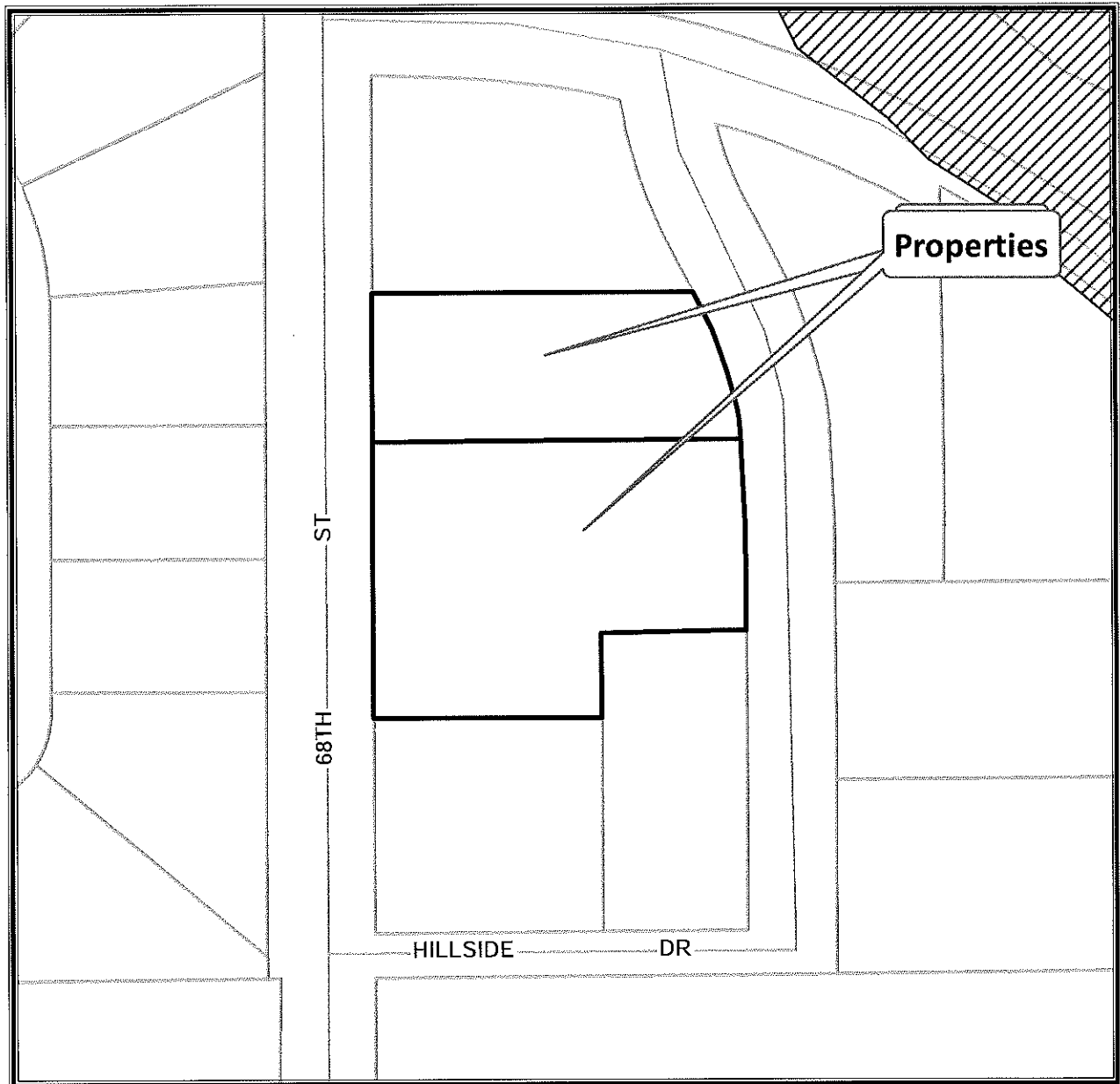
ATTEST:

Sandra L. Wesolowski, City Clerk

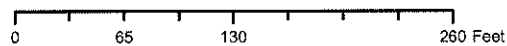
AYES _____ NOES _____ ABSENT _____



7236 & 7232 S. 68th Street
TKNs 757 9990 001 & 757 9989 000



Planning Department
(414) 425-4024



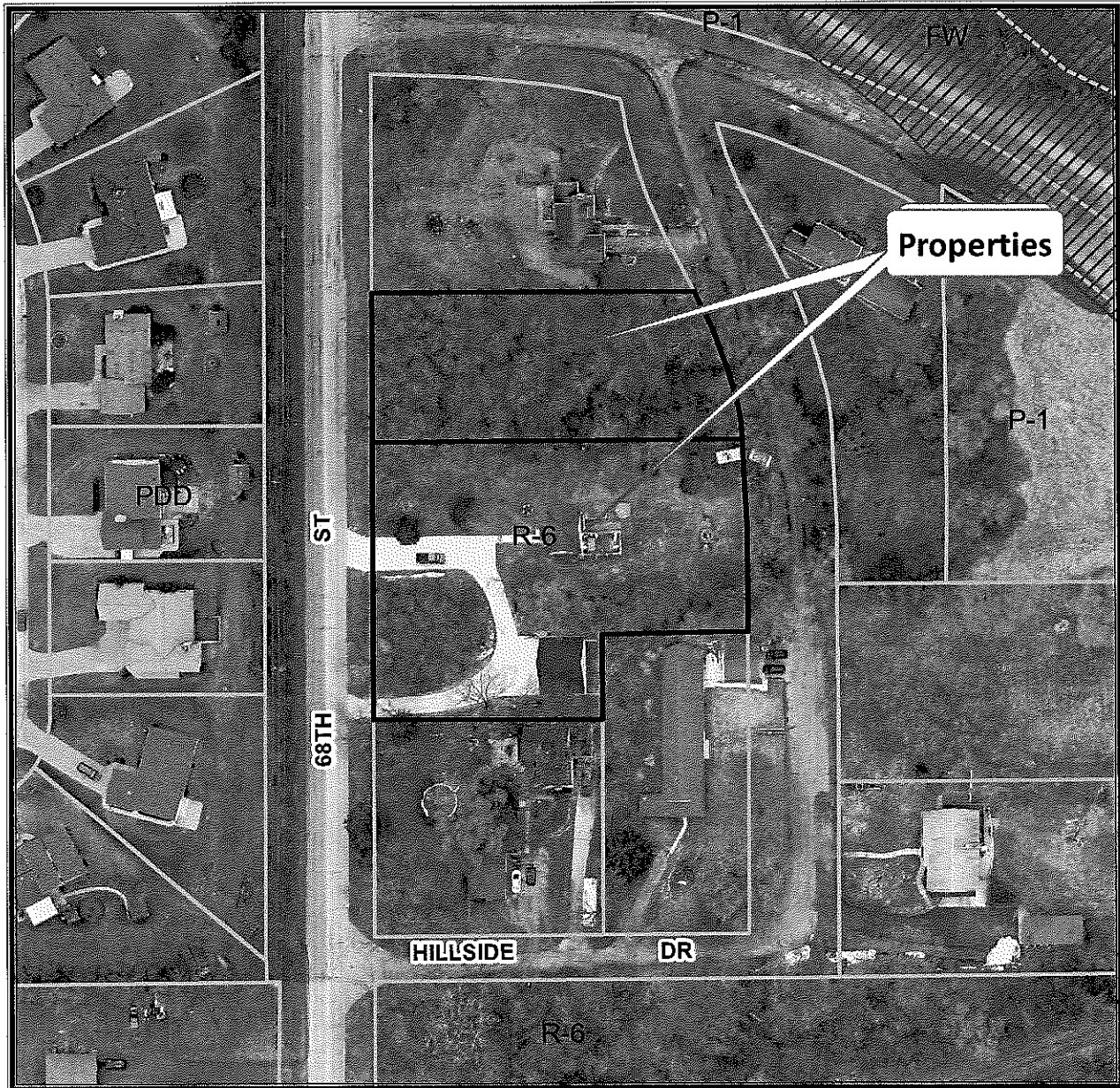
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.



2017 Aerial Photo



7236 & 7232 S. 68th Street
TKNs 757 9990 001 & 757 9989 000



Planning Department
(414) 425-4024

0 65 130 260 Feet



2017 Aerial Photo

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of August 17, 2017****Land Combination Permit**

RECOMMENDATION: City Development Staff recommends approval of the proposed Land Combination for property located at 7232 and 7236 South 68th Street.

Project Name:	Richey Land Combination
Project Address:	7232 and 7236 South 68 th Street
Applicant:	James Richey
Owners (property):	James Richey
Current Zoning:	R-6 Suburban Single-Family Residence District
Future Land Use Designation:	Residential
Use of Surrounding Properties:	Residential
Applicant Action Requested:	Approval of the proposed Land Combination for property located at 7232 and 7236 South 68 th Street

PROJECT DESCRIPTION AND ANALYSIS:

On August 1, 2017, Mr. Richey filed a Land Combination Permit Application with the Department of City Development, requesting approval to combine the parcels located at 7232 and 7236 South 68th Street. The 0.54-acre parcel located at 7232 South 68th Street is currently vacant and the 0.95-acre parcel located at 7236 South 68th Street contains a single-family home and accessory structure. The resultant property will have an area of approximately 1.49 acres.

Land Combination Permit approval is needed because the applicant would like to construct a detached garage on the parcel that is currently vacant, and section 15-3.0801 of the Unified Development Ordinance (UDO) prohibits accessory structures on properties without a principal structure. The applicant will need a variance from the Board of Zoning and Building Appeals to construct a detached garage that would exceed the 900 square foot limit for wood-framed accessory structures, be located within the front yard, and exceed the 15-foot high accessory structure height limit.

In 2012, the applicant received approval of a Land Combination Permit to combine two properties to create the now 0.95-acre property at 7236 S. 68th Street. At that time, the applicant also received approval of a variance to construct a detached garage that would (1) exceed the 900 square foot limit for wood-framed accessory structures, (2) be located in a portion of the front yard, (3) encroach into the minimum 30-foot rear yard setback area, and (4) exceed the 15-foot high accessory structure height limit.

Since both parcels are lots of record that existed prior to August 1, 1998, a Natural Resource Protection Plan is not required. The 1.49-acre property resulting from the land combination will meet the R-6 Suburban Single-Family Residence District Development Standards.

STAFF RECOMMENDATION:

City Development staff recommends approval of the proposed Land Combination for property located at 7232 and 7236 South 68th Street.

Richey J. Project Narrative

I'm going to build a detached garage / accessory building on a wooded side lot north of my home. It will be a wood frame structure constructed on a 5" thick concrete slab on 97% compacted gravel. In order for this building to accommodate my truck motorcycle and extensive antique boat collection it will need to be 28'x44' or 1242 square feet. This structure will be built on an older heavily wooded non subdivision lot not viewable by my neighbors or the public right of way. The location for this structure will have to be located forward of the home site and north of home by approximately 80' do to the fact that this lot is located on the side of a hill offering next to no level ground to build. The access to this new building will be a drive connected to the currant drive way, this will eliminate the need to add a new drive way approach to 68th street adding to the current flow of traffic.

Please feel free to stop by and view the current location for build. If you have any questions or concerns please don't hesitate to give me a call.

James Richey
7236 S. 68th st.
Franklin WI. 53132
414-617-4552

757-9990-001

Number	Addl Info
757-9990	(OBSOLETE) TR DESC: COM IN W LI 960.89 FT S OF NW COR OF NE 10 5 21 TH S 100 FT E 315 FT NLY ON CURVE 100.06 FT TH W 311.34 FT TO BEG CONT 0.712 ACS
757-9991	(OBSOLETE) TR DESC: COM IN W LI 1060.89 FT S OF NW COR OF NE 10 5 21 TH E 315 FT S 30 FT W 130 FT S 58 FT W 185 FT TH N 88 FT TO BEG CONT 0.463 ACS
757-9990-001	(2013)TR DESC:COM IN W LI 960.89 FT S OF NW COR OF NE 10 5 21 TH S 188FT, E 185FT, N 58FT, E 130FT, N 30FT, THENCE NLY ON A CURVE 100.06FT, W 311.34 TO POB REV W 45FT FOR STR & ELY 30FT FOR STR

757-9989-000

COM IN W LI 860.89 FT S OF NW COR OF NE 10 5 21 TH E 251.03 FT NELY 30 FT SELY 13.57 FT SELY ON CURVE 105.71 FT W 311.34 FT TH N 100 FT TO BEG CONT 0.70 ACS

Franklin

JUL 31 2017

Development

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/05/2017
Reports and Recommendations	Franklin Health Department research project, Great Relationship Sense! Every Committed Couple Needs it.	ITEM NUMBER N. 3.

Traditional roles associated with government include public safety, economic development, infrastructure maintenance, and free & open elections. Local public health agencies, as government units, primarily focus on disease prevention and health promotion. This mission is largely achieved through recognizable essential services. Great Relationship Sense combines 2 essential services: community education and population-based research.

For the past 9 years the Franklin Health Department has conducted community education programs through the Adult Speaker's Series. Sixteen programs were delivered in 2016 and over 800 adults participated. The 4-part series entitled, Great Relationship Sense, was piloted during the fall and winter months last year.

United States census data reports that the majority of Franklin households are comprised of a traditional husband and wife family structure. As many as one-half of all these household units have children under 18 years of age. The foundation of a family unit is monogamy and effective communication between partners. Conversely, infidelity and ineffective communication patterns dissolve the family unit and often end in separation or divorce.

Great Relationship Sense is an educational series that provides couples and individuals with 4 evening presentations to learn more about themselves and effective communication skills. Evaluation from the 2016 pilot project specifically asked participants if this adult education strategy was appropriate for a local government unit. The affirmative response further suggested that joyful relationships promote happy households that create a healthy community (City of Franklin). While such a conclusion is desirable it would require further research. Therefore, the purpose of this Council Action Request is to seek the Common Council support for Great Relationship Sense and its goal to improve the health of the entire community.

COUNCIL ACTION REQUESTED

The Director of Health & Human Services requests the Council's support in promoting Great Relationship Sense through municipal media resources including for example the website and newsletter.

Health Department-WW



City of Franklin

Franklin Health Department

BECAUSE A HEALTHY COMMUNITY AND HAPPY HOUSEHOLDS RELY ON JOYFUL RELATIONSHIPS...

Franklin Health Department is proud to announce a 4-part seminar series...



Great Relationship Sense!

Every committed couple needs it.

Lecturer and Relationship Coach Bill Schacht will engage participants in...

- ♥ Exploring and discussing common sense wisdom essential for couples to create and continually grow a loving, emotionally intimate, committed relationship.
- ♥ Learning and using distinct communication tools and interaction patterns essential to ensure consistent couple happiness and satisfaction.
- ♥ Illuminating strategies that successful couples use to keep their romantic and sexual relationship growing better and better rather than fading over time.

Tuesdays from 6:15 - 7:45PM

September 12th, 2017

September 19th, 2017

October 3rd, 2017

October 10th, 2017

Franklin Public Library Fadrow Room
9151 W Loomis Rd • Franklin

TO REGISTER, CALL THE CITY OF FRANKLIN HEALTH DEPARTMENT: 414-425-9101. SPACE IS LIMITED.

TO LEARN MORE ABOUT THIS VALUABLE LEARNING EXPERIENCE,
GO TO WWW.GREATRELATIONSHIPSSENSE.COM

Session I: **ESSENTIAL ELEMENTS OF A JOYFUL RELATIONSHIP** • SEPTEMBER 12TH, 2017

Participants will learn seven aspects that exist in couples who have created and sustained loving, emotionally intimate, and exciting relationship over time. These elements, along with completing a relationship survey, will provide a focused foundation for couples to co-create the relationship experience they desire.

Session II: **OFFENSE/DEFENSE: THE KEY SECRET TO RELATIONSHIP SUCCESS** • SEPTEMBER 19TH, 2017

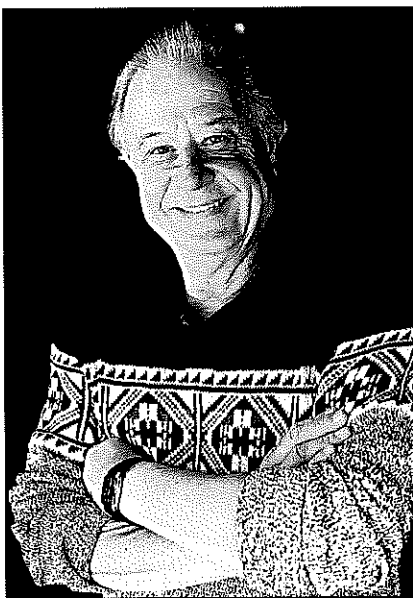
Participants will learn distinct patterns of communication and interaction that clearly define couples who consistently find joy and success within their relationship interactions from those who struggle to collaborate and feel like a team in creating their relationship and family life.

Session III: **COMMUNICATION MUSTS FOR RELATIONSHIP SUCCESS** • OCTOBER 3RD, 2017

Ineffective communication is the #1 reported cause of divorce. Participants will learn that effective communication in a relationship is not a mysterious abstraction. Specific communication skills critical to a healthy relationship will be presented and demonstrated in simple, understandable ways that couples can use immediately.

Session IV: **CREATING & MAINTAINING JOYFUL MONOGAMY** • OCTOBER 10TH, 2017

Participants will explore how they can create and continue to grow their romantic and sexual relationship in ways that keep the spark alive and the fire burning. Couples will understand what to do to transcend that old belief that love lives fade over time.



***B**ill Schacht, MS, LCSW has 39 years of experience coaching couples in maximizing the potential of their relationship. He is the creator of Great Relationship Sense. Over 1,200 parents who are in the process of divorce have benefited from his course, KIDS-IN-A-BREAK.*

**TO REGISTER, CALL THE CITY OF FRANKLIN HEALTH DEPARTMENT:
414-425-9101. SPACE IS LIMITED.**

**TO LEARN MORE ABOUT THIS VALUABLE LEARNING EXPERIENCE,
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Program Evaluation

Great Relationship Sense: 4 Sessions

10/25/16, 12/07/16, 1/10/17, 2/7/17

Total Attendees 4 Sessions: 222

27 people attended all 4 sessions

183 Satisfaction Surveys Submitted

<i>At the end of this program, I was able to...</i>	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Learning Objective 1	44%	53%	2%	1%	0%
Learning Objective 2	42%	53%	3%	2%	0%
<i>The program speaker...</i>	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Was enthusiastic about material covered	79%	21%	0%	0%	0%
Was knowledgeable and organized	79%	21%	0%	0%	0%
Spoke clearly and was easy to understand	79%	21%	0%	0%	0%
Made good use of slides/ props	60%	40%	0%	0%	0%
Explained things so I could understand	65%	33%	2%	0%	0%
Demonstrated expertise in the content presented	75%	23%	2%	0%	0%
I would attend future programs by this speaker	74%	24%	2%	0%	0%
<i>The program was...</i>					
Well organized	77%	22%	1%	0%	0%
Relevant and helpful	61%	34%	5%	0%	0%

<i>Program series: Your impressions after all program sessions (this was collected only at Session IV)...</i>	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
My participation in GREAT RELATIONSHIP SENSE (GRS) has had a positive impact on my committed relationship.	40%	55%	5%		
I have a plan to make changes in my relationship as a result of this series	40%	49%	11%		
I will choose to and ask my partner to join me in engaging more GREAT RELATIONSHIP SENSE opportunities through the GRS website and other ways offered.	36%	49%	13%	2%	
My participation in GREAT RELATIONSHIP SENSE has created <u>increased</u> communication between me and my committed partner.	33%	53%	12%		
I have utilized strategies to <u>more effectively</u> communicate with my partner	30%	57%	13%		
If my communication is ineffective, I am able to change my communication techniques to be more "Offensive" rather than "Defensive"	22%	54%	22%	2%	
I have recognized when I use "why" statements and have changed them to "how" / "what" statements	29%	49%	22%		
I have defined my beliefs, desires, commitments and actions	23%	52%	25%		



Program Evaluation

I am creating a better balance of give and take	23%	56%	21%		
I want the City of Franklin to continue the <i>Healthy Community & Happy Households</i> rely on Joyful Relationships project using GRS as a resource.	69%	31%			

Please rate the overall effectiveness of this program meeting your learning needs:

43% Excellent 51% Very Good 6% Good 0% Fair 0% Poor

Please check the following demographic information:

48% Male 52% Female Age Category: ___18-29 ___30-44 ___45-61 ___62+

GRS FRANKLIN SERIES 2016-2017: COMMENTS OF ATTENDEES

Session IV

1. This presentation and concept speaks volumes to the importance of relationship hygiene like brushing your teeth or working out. It's a must for all couples!
2. It was a great series. Thought provoking.
3. Please hire Bill again. He is great. Super speaker!!!
4. Great suggestions to try out at home, very enthusiastic, easy to listen to.
5. Bill is a knowledgeable and engaging speaker. We thoroughly enjoyed this series and encourage Franklin to offer more programs such as this one.
6. Fantastic experience. Glad I attended.
7. This has been very beneficial to my spouse and me. We need more dialogue like this to open us up to each other. Thank you so much for making this available to us. I am only sad that this is the last session for now. Please offer more in future and email me where & when.
8. It was eye opening & informative; very helpful.
9. Hire Bill Schacht to continue doing this.
10. Hire Bill to do additional seminars
11. My husband and I enjoy these evenings and feel we can always learn & improve in all aspects of our relationship.
12. Very impressed that the City of Franklin would have the vision to provide this to their community—recognizing that community happiness starts at home. Wonderful candid speaker.
13. Very informative and to the point or what most couples fail to recognize and talk about. To realize that they can effectively change things without permanent damage to their relationship.
14. Handouts were helpful to go back and review. Lots of great information presented. Put together in a logically format to help build great relationship sense.
15. A good use of City resources. Time well spent by us.
16. Please continue to provide to the residents of Franklin great learning like this!!!
17. I found the fourth class was kind of uncomfortable and not as fun as the first two that we attended. So many different levels of sexual love in relationships. It was great to go through them with my wife, brother, and sister-in-law because it made our family closer. Many thanks to Bill for helping us out. I can tell he cares about people; people are our most important resource.

Session III

- Excellent. Hope we have access to videos once class is complete.
- Great speaker and presentation.
- Yes, there were a lot of handouts—but they were in order. Perhaps adding a # might help.
- Wish we had more interactions/discussion, share experiences/ideas
- Really makes you want to succeed in marriage. Relationships!
- I thought that re-clarifying was key for some of these couples b/c of the word choice and concept covered.
- The enthusiasm of the speaker made the presentation easy to listen to.


Session II

- I kept thinking about work situations for its usefulness.
- Good topic tonight!
- Having some practical advice on how to communicate is going to be a blessing for me. not something that comes easily- great advice.
- Made me think about working harder on our marriage
- Enjoyable, easy to understand. Bill was funny and made us feel relaxed. Really enjoyable! Bill should to TED TALKS.
- Very enthusiastic speaker- learned some good things this evening
- Enjoyed very much, can't wait for the next session!

Session I

- Great Info, I know these discussions will benefit.
- Too much content to cover in 90 minutes, but then again this is just an "introduction" to the series.
- I like the challenge he gave us to work on things, I hope we do.
- Enjoyable, would recommend to others.
- Fortunate to have offered in Franklin.
- Looking forward to December.
- I may learn more in future sessions.
- Very good, going home and looking forward to putting it into practice.
- Speaker was easy to listen to and to follow.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/5/2017
REPORTS & RECOMMENDATIONS	Establish the Primary Health Care Benefit Levels for the City of Franklin Employees, and Covered Retirees and Dependents, in the City of Franklin Medical Choice Plus with Co-pay Health Plan (Employee Health Insurance Plan)	ITEM NUMBER 13.4.

At their July 2017 meeting, the Personnel Committee preliminarily reviewed alternative plan designs for 2018 employee and retiree health insurance, including their covered dependents. The same information was presented to and discussed with the Common Council by the Director of Administration at their meeting of July 18, 2017. At their meeting of August 21, 2017, the Personnel Committee again reviewed the issue, with a modification, and approved a motion "to recommend to Common Council to establish plan design components set forth in "Traditional Plan 2" with the intent to incorporate the incentives for premium care physicians following further discussion with United Healthcare." The primary portion of that packet of updated information is attached for your convenience.

The proposed health plan design for 2018 makes significant changes to the health benefits and moves toward a plan design with benefit levels more in line with trends in the market place. The plan still has a "traditional" structure, relying on deductibles, co-insurance, and co-pays, but increases employee cost share in each of these areas. In recent years, the City had been able to take other actions to limit its liabilities and keep health cost increases to a minimum; thereby, eliminating the need for significant plan design changes. For 2018, however, more significant cost increases were expected, which also followed a higher claims year in 2016. As such, it becomes necessary to effectuate some changes in the plan design to offset market place increases anticipated in 2018.

The following table summarizes the current and proposed benefit levels.

	Current Plan	2018 Benefit Plan
Annual Deductible		
In-Network (single/family)	\$500/\$1,000	\$1,000/\$2,000
Out-of-Network	\$1,500/\$3,000	\$3,000/\$6,000
4th Quarter Carryover	Yes	No
Co-Insurance		
In-Network (single/family)	90%	80% (Tier 1 Dr. bonus 85%)
Out-of-Network	60%	60%
Out-of-Pocket Maximums		
In-Network (single/family)	\$1,000/\$2,000	\$3,000/\$6,000
Out-of-Network	\$3,000/\$6,000	\$9,000/\$18,000
Co-pays (in Network)		
Office Visit	\$10 PCP (Primary Care Physician) \$10 Specialist	\$25 PCP (Tier 1 Dr. \$15) \$40 Specialist (Tier 1 Dr. \$35)
Virtual Visit/Urgent Care/Emergency Rm.	\$10/\$75/\$150	\$10/\$100/\$250
Employee Premium Share (HRA/non-HRA)	14%/18%	14.5%/19%
[Note: Prescriptions remain at: Tier 1 \$10/Tier 2 \$35/Tier 3 \$50/Tier 4 25% and Rx Out-of-Pocket Max. \$4,000/\$8,000]		

The difference between this benefit level and that reviewed in July is the incorporation of an incentive if one uses a Tier 1 Doctor, also called Premium Care Doctor, as identified by United Health Care (UHC). Tier 1 Doctors are doctors who have met both quality and cost metrics in health care provision. The metric takes into account such issues as the need for multiple procedures or post-procedure infections, etc. This considers and evaluates doctors across all of the hospital and clinic networks in UHC's very broad network. A number of significant participants in the Business Health Care Group (BHCG) are incentivizing this option to promote greater consumerism by plan participants, and they have observed positive results from their structure. As set forth above, it does enable a participant in the City plan to actively search for a Tier 1 Doctor in order to noticeably mitigate the impacts of the proposed plan design changes.

Historically, the Director of Administration has administered the health plan and addressed many of the smaller details of the plan changes and individual benefit changes that generally aim to keep the plan consistent with current trends in the field. More significant plan design changes generally occur in connection with provider changes, and are approved by the Common Council in conjunction with that action. 2018, however, will only be year 2 of the City's anticipated minimum 3-year partnership with United Health Care (UHC). As such, these benefit levels, which push a more significant portion of health care costs to employees, are being brought to the Common Council for action. Also noted in the table above was the elimination of the carryover of deductibles paid in the fourth quarter, which is a detail that was not discussed at the Personnel Committee. Although it does not dramatically affect plan costs, it may have a broader potential impact as measured by the number of participants impacted so it is included herein as part of the Common Council action.

As discussed as a target in July, the expectation is that these changes will absorb the anticipated increase in health insurance costs of 9.5%, as well as eliminate the majority of the last year's rate of draw on the Self Insurance Fund (Health Insurance Fund) fund balance. The net result is premiums, initially expected to go up over 15%, can be held to approximately a 5% increase. This was the target discussed at the June 2018, preliminary budget presentation. Recall that health expenses are paid directly out of the Self Insurance Fund, whereas premium charges, net of employee premium share contributions, are what impacts the operating budgets.

The table above also incorporates the annual change in employee premium share contributions. The City has been on a pattern for a number of years of increases of .5 percent per year. Ultimately the goal of the Director of Administration was to achieve a 15% contribution with participation in a Health Risk Assessment (HRA) (including the spouse in a family plan) and 20% without participation in the HRA. Based upon the initial gap or differential years ago, it is necessary in the next two years to have the non-HRA premium share increase 1% so that in 2019 the 15% and 20% goal is attained.

Generally, the City does not address health care benefits this early in the year and has an open enrollment in November or December. Due to the significant degree of changes proposed, it is essential that they be approved earlier than usual and communicated to employees so that those employees who may have a health care alternative can compare the plans and proceed during the open enrollment period with the plan that they determine is most advantageous to them. Although the City stands behind providing full-time employees with a health insurance benefit, the City may see some added savings from individuals who elect to move to a spouses plan for 2018.

It is also important to note that part of the strategy reviewed by the Personnel Committee was the intent to move to providing a high-deductible HSA (Health Savings Account Plan) beginning as early as 2019. This was also previously reported to the Common Council. This strategy is another way to limit the City's costs while providing an alternative for employees who may feel they are better off in such a self-directed plan. It also addresses an option the market place has identified as favored by younger employees -- that of mobility -- since HSA balances are "owned" by the employee and can move with them if they leave employment by the City. The Director of Administration will be working with our insurance consultant, Diversified, during 2018 to develop the 2019 plan designs.

Lastly, it should be noted that the Director of Administration has been working with the Franklin Business Park Consortium in its consideration of participation in an on-site clinic option located in the Franklin Business Park, which is near our Public Works and Sewer and Water facilities. The group is currently working with QuadMed, a company formed to operate such a clinic for Quad Graphics here in Wisconsin and has since grown into a nationwide company operating many such clinics. A separate participation agreement or letter of intent will be addressed later this year, but the above changes should be considered with the expectation that members of our plan could have access to a low-cost health care alternative with multiple facilities across Southeast Wisconsin.

The Personnel Committee and Director of Administration recommend approval.

COUNCIL ACTION REQUESTED

Motion to establish the primary health insurance plan benefits, effective January 1, 2018, as per the table set forth above in the Council Action sheet entitled "Establish the Primary Health Care Benefit Levels for the City of Franklin Employees, and Covered Retirees and Dependents, in the City of Franklin Medical Choice Plus with Co-pay Health Plan (Employee Health Insurance Plan)" and to authorize the Director of Administration to make such related changes to the Employee Handbook as he determines is necessary.

City of Franklin

Alternative Plan Design - Cost Estimates

Highlighted cells indicate a change in plan benefits when compared to the plan illustrated in the previous column

	Current Plan	Traditional Alternative Plan #1	Traditional Alternative Plan #2	Traditional Alternative Plan #3	Health Savings Account Alternative Plan
Annual Deductible					
In-Network (Single/Family)	\$500 / \$1,000	\$750 / \$1,500	\$1,000 / \$2,000	\$1,000 / \$2,000	\$1,500 / \$3,000
Out-of-Net (Single/ Family)	\$1,500 / \$3,000	\$2,250 / \$4,500	\$3,000 / \$6,000	\$3,000 / \$6,000	\$3,000 / \$6,000
Co-Insurance					
In-Network (Single/Family)	90%	80%	80%	80%	80%
Out-of-Net (Single/ Family)	60%	60%	60%	60%	60%
Out-of-Pocket Maximum					
In-Network (Single/Family)	\$1,000 / \$2,000	\$2,000 / \$4,000	\$3,000 / \$6,000	\$3,000 / \$6,000	\$3,000 / \$6,000
Out-of-Net (Single/ Family)	\$3,000 / \$6,000	\$6,000 / \$12,000	\$9,000 / \$18,000	\$9,000 / \$18,000	\$9,000 / \$18,000
Copays (in-network)					
Office Visit	\$10 PCP / \$10 Spec.	\$20 PCP / \$40 Spec.	\$20 PCP / \$40 Spec.	\$10 PCP / \$20 Spec. for Tier 1 \$25 PCP / \$50 Spec. other	Ded. & Coins.
Urgent Care	\$75	\$75	\$100	\$100	Ded. & Coins.
Emergency Room	\$150	\$200	\$250	\$250	Ded. & Coins.
Virtual Visits	\$10	\$10	\$10	\$10	Ded. & Coins.
Prescription Drugs					
Tier 1	\$10	\$10	\$10	\$10	Ded. & Coins.
Tier 2	\$35	\$35	\$35	\$35	Ded. & Coins.
Tier 3	\$50	\$50	\$50	\$50	Ded. & Coins.
Tier 4	25%	25%	25%	25%	Ded. & Coins.
Separate Rx Out-of- Pocket Max.					
Single	\$4,000	\$4,000	\$4,000	\$4,000	N/A
Family	\$8,000	\$8,000	\$8,000	\$8,000	N/A
Plan Savings					
UHC	8.37%	11.49%	12.20%	12.20%	24.32%
Actuarial Factors					
	5.90%	9.50%	N/A	N/A	16.20%

Note #1

The Plan Savings noted above impact claim cost only. The plan changes noted do not impact administrative costs nor do they materially impact the pricing of Specific and Aggregate Stop Loss coverage.

Note #2

These percentages do not take into consideration any medical care trend adjustments.

City of Franklin

2018 Alternative Program Cost Projections

	<u>2017</u> <u>Projected Cost</u>	<u>Alternative</u> <u>Plan #1</u> <u>100% Participation</u>	<u>Alternative</u> <u>Plan #2</u> <u>100% Participation</u>	<u>Alternative</u> <u>Health Savings Plan</u> <u>100% Participation</u>	<u>Dual Option</u> <u>75% Plan #1</u> <u>25% Health Savings</u>
Total Administrative Cost	\$109,242	\$109,242	\$109,242	\$109,242	\$109,242
Specific Premium	\$696,242	\$696,242	\$696,242	\$696,242	\$696,242
Aggregate Premium	\$16,229	\$16,229	\$16,229	\$16,229	\$16,229
Total Fixed Cost	\$821,712	\$821,712	\$821,712	\$821,712	\$821,712
Claim Cost	\$2,935,496 (17 month average)	\$3,214,368 (9.5% Annual Trend)	\$3,214,368 (9.5% Annual Trend)	\$3,214,368 (9.5% Annual Trend)	\$3,214,368 (9.5% Annual Trend)
Claim cost after Plan Modification Impact vs Current Year Trended Claims	N/A	\$2,945,326 +3.3%	\$2,812,894 -4.18%	\$2,432,634 -17.14%	\$2,817,162 -4.04%
Total Plan Cost	\$3,757,209	\$3,767,038 +0.26%	\$3,634,606 -3.27%	\$3,254,346 -13.39%	\$3,638,874 -3.15%
Enrollment					
Single	49	49	49	49	12
Family	161	161	161	161	40
Members	636	636	636	636	159

Plan #1 Health Sav.

CITY OF FRANKLIN
Comparison of Benefits and Costs to Benchmark Data

			Company Plan 2016	2016 UBA Health Plan Survey PPO				
				All Employers	Same Region North Central	Same State Wisconsin	Industry Group *see below	Same Size Category 200-499
Median Deductible								
In network	Single	\$500	\$1,500	\$1,000	\$1,500	\$750	\$1,000	
	Family	\$1,000	\$3,000	\$3,000	\$3,750	\$1,800	\$2,500	
Out of network	Single	\$1,500	\$2,950	\$3,000	\$3,000	\$1,500	\$2,000	
	Family	\$3,000	\$6,000	\$6,000	\$8,000	\$3,275	\$4,000	
Median Coinsurance								
In network		90%	80%	80%	80%	80%	80%	
Out of network		60%	60%	60%	60%	60%	60%	
Out of Pocket Maximum								
In network	Single	\$1,000	\$4,000	\$4,000	\$4,000	\$3,000	\$3,500	
	Family	\$2,000	\$9,000	\$9,000	\$9,350	\$6,150	\$8,000	
Out of network	Single	\$3,000	\$8,000	\$9,000	\$10,000	\$6,000	\$6,600	
	Family	\$6,000	\$18,000	\$20,000	\$20,000	\$13,000	\$14,000	
Median Copays								
Primary Care Physician		\$10	\$25	\$25	\$30	\$25	\$25	
Specialty Care Physician		\$10	\$40	\$40	\$55	\$35	\$40	
Urgent Care Center		\$75	\$50	\$75	\$75	\$50	\$50	
Emergency Room		\$150	\$200	\$200	\$250	\$150	\$150	
Inpatient Hospital		Coins	\$250	\$200	\$200	\$175	\$250	
Median Rx Copay*								
Retail	Tier 1	\$10	\$10	\$10	\$10	\$10	\$10	
	Tier 2	\$35	\$35	\$35	\$40	\$35	\$35	
	Tier 3	\$50	\$60	\$60	\$60	\$50	\$50	
	Tier 4	25%	\$100	\$100	\$100	\$100	\$90	
Rx Deductible		N/A	\$200	\$250	\$250	\$100	\$100	
Monthly Premiums Equivalents								
Single		\$616	\$562	\$659	\$607	\$613	\$587	
Family		\$1,491	\$1,393	\$1,597	\$1,563	\$1,514	\$1,409	
Total Annual Cost		\$3,188,349	\$2,971,429	\$3,416,254	\$3,320,901	\$3,231,544	\$3,016,171	
PEPM Average Cost		\$1,284	\$1,196	\$1,375	\$1,337	\$1,301	\$1,214	
Employee Contributions (\$)								
Single		\$86	\$140	\$133	\$161	\$112	\$141	
Family		\$209	\$448	\$353	\$378	\$298	\$439	
Total Contribution		\$446,390	\$931,488	\$747,881	\$810,758	\$630,619	\$915,081	
Contribution Percentage								
Single		14.0%	25.0%	20.2%	26.5%	18.3%	24.0%	
Family		14.0%	32.1%	22.1%	24.2%	19.7%	31.2%	
Total % Contribution of Premium		14.0%	31.3%	21.9%	24.4%	19.5%	30.3%	


*Public Administration

All benchmark data is based on the 2016 UBA Annual Health Plan Survey.

**CITY OF FRANKLIN
HEALTH INSURANCE**

Municipality	Employee Only Plan						Family Plan						If Waived, Alternate Benefit?	Employee Plus 1	Comments
	Total Premium	% Paid by Employee	% Paid by Muni.	Annual Deductible	Co-pay	Out-of-pocket	Total Premium	% Paid by Employee	% Paid by Muni.	Annual Deductible	Co-pay	Out-of-pocket			
Brookfield	\$9,128	20.0%	80.0%	500/1000	\$25.00	1200/4000	\$22,834	20.0%	80.0%	1500/3000	\$25.00	2400/8000	No	NR	Employee pays 10% if HRA participant
Caledonia	\$8,523	15.0%	85.0%	1500	\$25.00	3000	\$22,158	15.0%	85.0%	3000	\$25.00	6000	N/A	NR	
Fitchburg		12.0%	88.0%				Varies	12.0%	88.0%				No	NR	Seven Available Plans
Fond du Lac	NR	--	--	--	--	--	--	--	--	--	--	--	--	--	
Greenfield	\$7,348	12.6%	87.4%	200*	\$25.00	4000*	\$21,227	12.6%	87.4%	400*	\$25.00	8000*	Yes	NR	*City has a Sec. 105 Plan and pays out-of-pocket
Menomonee Falls	\$8,408	10.0%	90.0%	--	\$20.00	--	\$23,641	10.0%	90.0%	--	\$20.00	--	No	NR	
Mequon	\$8,313	12.0%	88.0%	500	\$0.00	6600	\$20,894	12.0%	88.0%	1000	\$0.00	13200	No	NR	3 Plan Options under State of WI health Plan: Anthem Blue SE/WEA Trust/United Health Care
"	\$9,169						\$22,834								
"	\$9,905						\$24,672								
Mount Pleasant	\$8,979	14.0%	86.0%	500	\$10.00	500	\$19,605	10.0%	90.0%	1000	\$10.00	1000	No	NR	Village has an HRA which reimburses Annual Deductible \$4500/\$9000
Muskego	\$9,530	10.0%	90.0%	3000	\$15.00	3500	\$28,457	10.0%	90.0%	7000	\$15.00	7000	Yes	NR	\$400/month Family, \$150/mo Single
New Berlin	\$15,712	15.0%	85.0%	1500	\$20.00	1500	\$43,212	15.0%	85.0%	4500	\$15.00	4500	Yes	NR	\$4800 dependent care FSA, \$4800 HAS, \$36000 Cash
North Shore Fire	\$8,048	5.0%	95.0%	3000	\$25.00	8000	\$14,978	5.0%	95.0%	6000	\$25.00	12000	Yes	NR	30% of premium plan an add'l \$2000 cost reimbursement
Oak Creek	\$8,484	15.0%	85.0%	1000	\$0.00	1000	\$21,947	15.0%	85.0%	2000	\$0.00	2000	No	NR	Employee pays 10% if HRA participant
Sun Prairie	Varies						Varies							NR	Seven Available Plans
Wauwatosa	\$7,959	15.0%	85.0%	1000	varies	3500	\$19,855	15.0%	85.0%	2000	varies	5500	N/A	NR	
West Bend	\$5,655	19.73%	80.87%	1500	\$0.00	3000	\$14,987	19.73%	80.87%	3000	\$0.00	6000	N/A	NR	
AVERAGE	\$9,654	13.44%	86.56%	\$1,500	\$15	\$3,178	\$22,928	13.13%	88.87%	\$3,276	\$16	\$8,356			
Franklin	\$7,809	13.00%	87.00%	500	\$10.00	1000	\$18,888	13.00%	87.00%	1000	\$10.00	2000	N/A	NR	

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/5/2017
REPORTS & RECOMMENDATIONS	Inclusion of the Position of Community Fire Prevention Specialist in the "Clothing Allowance" Policy in the Employee Handbook	ITEM NUMBER M.5.

At the August 21, 2017 meeting of the Personnel Committee, the Committee reviewed existing Employee Handbook policy language relative to the clothing allowance. Two items generally comprised the discussion: the policy in general and consideration of including the Community Fire Prevention Specialist.


The Personnel Committee was provided a copy of the existing policy and a summary page that provided comparable information. Upon review of those documents, a copy of which is attached for your convenience, the Personnel Committee did not recommend any changes to the base policy or clothing allowance amounts.

The Personnel Committee did recommend that the Community Fire Prevention Specialist be included in the list of employee positions eligible for a clothing allowance as per number 2 of the policy. The position is a new position that replaces the Fire Marshal, which had received a clothing allowance as a member of the Fire Department union. This new, non-union position, therefore, was not covered by the Union contract or the current policy. The Personnel Committee, and staff, concluded that the position is similar in nature to the "Police Department clerical employees, Municipal Court employees, and Dispatchers who are required to wear a uniform..." and, therefore, recommended the inclusion of the position in that portion of the policy. The position would be entitled to an annual clothing allowance of \$300 and would generally order departmental clothing through the department's provider. The Fire Chief does expect the position to wear shirts and outer wear indicative of the City of Franklin Fire Department.

COUNCIL ACTION REQUESTED

Motion to approve the inclusion of the position of Community Fire Prevention Specialist in number 2 of the "Clothing Allowance" policy in the Employee Handbook and to authorize the Director of Administration to amend the Employee Handbook as necessary.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/5/2017
REPORTS & RECOMMENDATIONS	Authorization to Purchase Two Automatic License Plate Readers from the General Fund Contingency Appropriation	ITEM NUMBER 13.6.

Please see the attached letter from Inspector Schroeder explaining the background, circumstances, and request.

The request of the Police Department is for \$33,138 for the purchase of two additional Automatic License Plate Readers. The General Fund Contingency line item has \$123,000 remaining available. If the Common Council desires to authorize the purchase, the motion below would be appropriate.

COUNCIL ACTION REQUESTED

Motion to authorize the Police Department to purchase two new automatic license plate readers from General Fund Contingency appropriations for an amount not to exceed \$33,200.



City of Franklin Police Department

Chief of Police Richard P. Oliva

August 22, 2017

*Mayor Steve Olson
9229 West Loomis Road
Franklin, WI 53132*

Dear Mayor Olson,

As you are aware the suburbs in and surrounding Milwaukee County are currently experiencing a high level of stolen vehicles and burglaries to residences. As a result of these burglaries the offenders obtain vehicle keys from homes and stole vehicles parked in their garages and driveways.

Suburban police department investigators have been studying the Method of Operation (MO) in order to proactively detect and arrest these individuals. It has been determined that mainly juvenile and adult teenagers residing in the City of Milwaukee are being driven to the suburbs in previously stolen vehicles in order to steal additional vehicles. These individuals typically are pulling on vehicle doors looking for unlocked vehicles with ignition keys inside the vehicle or garage door openers. If no keys are located but a garage door opener is, these individuals open the victims garage door and determine if the house entry door within the garage is unlocked. If this door is unlocked they enter the residence and locate the vehicle keys. These stolen vehicles are then typically being located abandoned on the northwest side of the City of Milwaukee.

Since June 30th Franklin has experienced a total of 12 stolen vehicles and 1 attempted stolen vehicle; 7 stolen vehicles related to these types of burglaries, 1 burglary with the intent to steal a vehicle and 5 vehicles were stolen when keys were left in the vehicle by the owner.

Currently our department is taking several measures in order to apprehend these subjects that are victimizing our citizens as recently as last Sunday night when three vehicles were stolen from two residences in Franklin. Some of the measures we have taken are, but not limited to:

- Officers are placing "Lock It or Lose It" pamphlets on vehicles in our city that are parked on the roadway and in driveways at night.*
- General patrol officers are concentrating their non-call for service time in our neighborhoods legally stopping suspicious vehicles/persons and conducting field interviews.*



City of Franklin Police Department

Chief of Police Richard P. Oliva

- *Directed patrol officers have been solely assigned to work our neighborhoods that have been affected by this type of activity since it began on June 30th.*
- *We have been using social media to educate our citizens about this activity and how to effectively prevent them from being a victim and have instructed our citizens to call in any suspicious vehicles and/or persons in their neighborhoods.*
- *We are preparing to park in the very near future 2-3 Under Cover (UC) vehicles in our community installed with silent alarms and GPS devices to track offenders if they choose to steal one of our UC vehicles.*
- *We are deploying our three marked patrol squads equipped with Automated License Plate Readers (ALPR) technology that simultaneously alerts the police officer operating the squad if he/she is passing a moving, stationary or parked vehicle that has been reported stolen or the registration plate has been reported stolen.*

On behalf of Chief Oliva, I am requesting that the Common Council considers the purchase of two additional ALPR mobile units possibly using 2017 budget contingency dollars to equip two additional patrol squads with this vital technology. The additional ALPR units will assist us in detecting stolen vehicles and stolen registration plates entering our city with the intent of the occupants to steal vehicles and burglarize homes in our city. Into the future we believe this purchase will continue to benefit our traffic enforcement efforts, our investigations and the citizens of Franklin safety and security. With these two additional units in service every police officer working on Late Shift on any given day will be operating a patrol squad with ALPR technology, when the current stolen vehicle and burglary activity is typically occurring.

Our department was the pioneer of this technology in Wisconsin back in 2009 and we are still operating the first three units we purchased without any of these units failing. In 2009, our first three units were purchased for \$22,000 per unit from Federal Signal ALPR. Federal Signal ALPR was purchased by 3M ALPR in 2013 and currently 3M ALPR is being purchased by Neology ALPR a subsidiary of SMARTRAC. Because of this most recent acquisition by Neology ALPR, 3M ALPR is currently offering special pricing to decrease their inventory.



City of Franklin Police Department

Chief of Police Richard P. Oliva

The most recent pricing received is \$16,569 per unit, which would be a total of \$33,138 for the two units included in this request. Our target date for having both units in service is 10 working days from the time of approval to proceed.

Respectfully Submitted,

Eric Schroeder, Inspector



serious mobility
when it matters most

QUOTE

VENDOR

BAYCOM, Inc.
Kate Premo
W239N2890 Pewaukee Rd
Pewaukee, WI 53072
(414) 546-7628
kpremo@baycominc.com

CUSTOMER

Franklin Police
9455 W. Loomis Rd
Franklin, WI 53132
Inspector Eric Schroeder

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:

8/14/2017

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	SX4 Mobile System Upgrade Package	\$15,590.00	\$31,180.00

Package Includes:

- | | |
|---|---|
| 2 | 3M Mobile ALPR Four-Camera System
Includes: Four low-profile 710nm dual lens IR and color cameras, SX4 mobile processor, camera cable/connector package, GPS module, LPCS software and dongle, 3M ALPR/OCR engine, client/server architecture, 1 year manufacturer warranty (hardware and software) |
| 2 | ALPR Camera Mounting, Light Bar Bracket 4 Camera
Compatible with Tomar Light Bar |

Non Package Options

- | | | | |
|---|---|----------|------------|
| 4 | Optional rear facing SUV brackets
For Rear Camera on SUV, used with lightbar bracket | \$250.00 | |
| 2 | BAYCOM Installation and Commissioning
Includes: Installation and commissioning of 3M ALPR system, updated License Plate Capture Software v.2.7.1 (in-car software) and BOSS (back-office system software). Equipment is mounted on the outside of the vehicle and commissioned to a fixed focal distance. | \$880.00 | \$1,760.00 |

Quotation Good until 9/30/17

Approved By:
PO #

*We impose a surcharge of 2% on credit card purchases over \$1,000,
which is not greater than our cost of acceptance*

Equipment Balance due upon arrival of equipment, Services due upon completion of work

Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms

All of the information listed on this proposal is confidential and proprietary information.

If You Have Any Questions Please Contact Kate Premo @ (414) 546-7628

Equipment:	\$32,940.00
Shipping:	\$198.00
Tax:	EXEMPT
Total:	\$33,138.00

www.baycominc.com

920.468.5426

800.726.5426



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APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE Sept 5, 2017
REPORTS & RECOMMENDATIONS	Direction to staff on 2017 and 2018 Bonding Strategy for the Capital Improvement Fund and TID District financing requirements	ITEM NUMBER B.7.

Background

The 2017 Capital improvement Fund (CIP) included an \$8.5 million debt offering as a 2017 resource.

The lack of traction for many projects calls that level of debt offering into question.

Additionally, resources from the Development and Utility Development Funds are available should qualifying projects occur. TID 5 has approximately \$11 million in appropriated infrastructure projects and would provide a resource should the projects proceed.

The CIP fund expenditures are outlined below.

Activity	Amended Budget	Preliminary Forecast
General Government	1,800,000	1,800,000
Public Safety	396,857	381,857
Public Works	16,738,994	1,305,824
Recreation	4,848,801	879,476
Utility	1,982,375	0
Bond issuance costs	170,000	50,000
Contingency	111,480	106,500
Total Expenditures	26,048,508	4,523,657

Resources for these projects are:

Landfill Siting Fees	389,500	389,500
Investment income	5,000	40,000
TID 5	10,949,250	0
Utility Development Fund & Water Utility	1,290,000	0
Impact Fees	3,169,725	564,959
Property Sale Proceeds (insurance recovery)	97,480	97,500
Total Resources	15,900,955	1,091,959
Net Expenditures	10,147,553	3,431,698
Beginning Fund Balance	2,717,272	2,717,272
Bond Proceeds	8,500,000	To Be Determined
Projected Ending Balance	1,069,719	-714,426

The entire TID 5 – Ball Park Commons project is flowing thru the Capital Improvement fund, with TID funding the portion that are eligible TID project costs. The bonding requirement has been delayed as the infrastructure projects in Ball Park Commons have been delayed.

Special Assessment costs are not eligible TID projects. The development continues to move thru the planning and approval process. TID 5 project costs are being updated at this time. Should that project move forward, the size and timing of the debt offering can be advanced.

The City expects to need additional resources in the 2018 budget in several different funds. The ability to utilize deferred levy increases is contingent on no new general obligation borrowing in the year the carryforward is used. TID financing using General Obligation debt will be the most advantageous, however, the issuance of GO debt in 2018 removes options in the 2018 budget adoption. This makes the timing of any general obligation debt sale important to preserve tax levy options.

Analysis

There are several debt service issues to decide:

- **Include the 2018 borrowing requirements in a 2017 issue?**
 - This raises the arbitrage risk, should the proceeds not be spent fast enough.
 - There is also a risk that some projects don't happen, or require more/less financing,
 - Borrowing costs are greater for bigger issues, although there are economies of scale with larger debt issues.
- **An alternate qualifying strategy to preserve the 2018 Levy carryforward**
 - Leave the 2018 borrowing in 2018, and
 - use debt service levy provision to provide any additional levy resource and
 - use the look back period in 2019 to replace the debt service levy claimed for 2018
 - this strategy commits a future Council to a debt service plan.

Debt Policy considerations: the City has \$41.9 million of debt issuance capacity (under the Debt Policy) at December 31, 2016, with issuance needs of:

- Updated Ball Park Commons project totals of \$22.2 million (including special assessment portions)
- TID 3 \$5 million developer incentive
- TID 4 infrastructure of approximately \$11 million
- City projects in the 2018 capital improvement plan – to be detailed later - \$1.2 million
- Possible infrastructure needs in Area G - \$3 million
- Total \$42.4 million.
- \$5 million in scheduled debt payments between Jan 1, 2017 and March 1, 2018 frees up additional debt capacity.

The Finance Committee reviewed this topic at its August 22, 2017 meeting. The Committee recommends the Common Council direct the Dir of Finance & Treasurer to prepare an Bond Anticipation Note sale resolution in an amount not to exceed \$36 million, the sale to be completed prior to Dec 31, 2017.

The Resolution states the City's intention to offer the notes for sale, but does not bind the City to sell the offering. The Resolutions is needed at this time to meet statutory requirements and provide the time to prepare the debt sale documents and still complete the sale by December 31, 2017. Once the 2018 budget is adopted, appropriating projects for 2018, the timing and size of the offering could be adjusted prior to sale. Once the Resolution is adopted, details such as the type, term and qualifying nature of the offering will be explored with the City's financial advisor.

Note: updated TID 5 requirements became available subsequent to the Finance Committee meeting raising the size of the Bond Anticipation Note offering.

COMMON COUNCIL ACTION REQUESTED

Motion directing the Director of Finance & Treasurer to prepare a Bond Anticipation Note Sale Resolution in an amount not to exceed \$42.4 million for sale prior to December 31, 2017 and return same to the next Common Council meeting.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE Sept 5, 2017
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2016-2240, AN ORDINANCE ADOPTING THE 2017 ANNUAL BUDGETS FOR TID5 FUNDS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2017 TO PROVIDE ADDITIONAL APPROPRIATIONS FOR ENGINEERING BALL PARK COMMONS	ITEM NUMBER 15.8.

Background

The City Engineer would like to engage outside engineers to assist in planning associated with Ball Park Commons.

The 2017 Budget did not include any engineering professional services.

Fiscal Impact

A new appropriation is needed to engage outside engineers to assist in planning Ball Park Commons. The City Engineer is requesting authorization to spend up to \$20,000 in such planning

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2016-2240, an ordinance adopting the 2017 annual budgets for TID5 Fund for the City of Franklin for fiscal year 2017 to provide additional appropriations for Engineering Ball Park Commons

Roll call vote required

Finance Dept - Paul

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2017 _____

AN ORDINANCE TO AMEND ORDINANCE 2016-2240, AN ORDINANCE ADOPTING
THE 2017 ANNUAL BUDGETS FOR TID5 FUND FOR THE CITY OF FRANKLIN FOR
FISCAL YEAR 2017, TO PROVIDE APPROPRIATIONS FOR PRELIMINARY
ENGINEERING OF BALL PARK COMMONS

WHEREAS, the Common Council adopted the 2017 Budget for the City of Franklin providing resources and appropriations for 2017; and

WHEREAS, the Engineering Department requests \$20,000 in appropriations to engage engineering services in planning Ball Park Commons; and

WHEREAS, the Common Council of the City of Franklin believes these expenditures provide for the well being of the Community.

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

Section 1 That the 2017 Budget of TID5 Fund be adjusted as follows:

Engineering	Non-Personnel	Increase	20,000
-------------	---------------	----------	--------

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

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 9/5/17
REPORTS AND RECOMMENDATIONS	Authorize staff to execute a revised professional services agreement with GRAEF for Ballpark Commons Development Review Assistance, not-to-exceed \$20,000	ITEM NUMBER M.9.

BACKGROUND

On May 17, 2016, the Common Council authorized execution of a time and materials, not to exceed \$20,000 GRAEF on-call professional service contract for miscellaneous services related to the Ballpark Commons development. On September 9, 2016, the Common Council was updated that most of the monies were to be used on a Value Engineering (VE) session and independent cost estimate performed by GRAEF and others as supplied by the Ballpark Commons Development Team. The VE session was found useful by all parties. Franklin staff left the session with a clearer understanding of how the development could be executed, challenges related to landfill development and more confidence that critical questions were being addressed by the development team. Per the development team here are few examples of how the VE session was incorporated into the design:

- Originally the utility schematic showed all sanitary sewer (both north and south of Rawson) being directed north to the MIS near the Root River. Based on the findings and recommendations from the VE Committee, we revised the design to show Rawson Avenue as the dividing line with flow directed to the north and south from that line. This minimized pipe size and depth, thus reducing overall project cost.
- Originally the grading schematic showed all storm sewer (both north and south of Rawson) being directed south to a single stormwater basin at the southern tip of the "horse farm" property. Based on the findings and recommendations from the VE Committee, we revised the design to show Rawson Avenue as the dividing line with flow directed to the north and south from that line. This minimized pipe size and depth, thus reducing overall project cost.
- The new street connection to South 76th Street has been shifted so as to line up with Highview Drive, as suggested by the VE Committee.
- Staff requests approval of the item to allocate an additional \$20,000 to hire GRAEF to provide an independent review of the plans that have been submitted to the City. GRAEF is uniquely qualified to assist in review due to their prior work on Area A concept plans completed in 2015 and their prior experience during the VE session. Other firms would likely require significant time to gather background information about the project prior to review.

ANALYSIS

In addition to the limited Staff availability to review the plans in full detail, the project has unique complexity involving constructing roads storm water, sewer and water utilities over and through landfill areas, transportation issues related to complex State and County transportation systems related to the submitted TIAs. Staff will still review the plans for conformance to city codes and specifications, but assistance from consultants with specialized expertise is desired on a project of this magnitude.

GRAEF has submitted a proposal for providing this third party review. They have expertise and familiarity with this project as demonstrated and gained through the VE process. Staff recommends that the enclosed proposal be modified to be \$20,000 including reimbursable expenses.

Staff has been advised that similar services for Greenfield were in excess of \$60,000. Staff understands that Greenfield went through several redesign revisions that will hopefully be minimized on this project due in part to the VE sessions. In addition, Staff can likely provide reviews on redesign work, as necessary.

The development team has informed City staff that revised plans are expected to be submitted soon. Having funds available will help ensure engineering staff is best prepared to conduct a complete and timely review of those plans.

FISCAL NOTE

A budget amendment elsewhere in your packet allocates funding from tax increment district No. 5 to cover the expenditure.

COUNCIL ACTION REQUESTED

Authorize staff to execute a revised professional services agreement with GRAEF for Ballpark Commons Development Review Assistance, not-to-exceed \$20,000.



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125 South 84th Street, Suite 401
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August 25, 2017

Mr. Glen E. Morrow, P.E.
City Engineer/Director of Public Works
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Subject: Ballpark Commons Development Review Assistance
Professional Services Agreement

Dear Mr. Morrow:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to City of Franklin (Client). An executed copy of this proposal will become our Agreement.

This proposal is for professional services is for the initial plan review for the Ballpark Commons Development in the City of Franklin. Subsequent reviews may require a contract amendment for additional fees. This proposal is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

For this Project, GRAEF proposes to provide the following Basic Services:

- Plan review and calculation review for general City and code conformance provided by others as directed by the City.
- Review capacity calculations of existing utilities.
- Review Traffic Impact Analysis
- Review Stormwater Management Plan
- Review design reports for general City and code conformance provided by others and as directed by the City.

GRAEF will endeavor to perform the proposed Basic Services per the following schedule:

- | | |
|------------------------------------|-------------------|
| • Notice to Proceed | September 6, 2017 |
| • Complete Review of Plans/Reports | TBD |

For this Project, it is our understanding Client will provide the following additional services, items and/or information:

- Plans, specifications and reports provided by others to be reviewed
- Existing utility information
- City review requirements and codes
- Attend plan review meetings



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For the Basic Services detailed above, the City of Franklin agrees to compensate GRAEF on an hourly basis, not-to-exceed fee of \$20,000.00, plus reimbursable expenses. Additional reviews may require a contract amendment. Reimbursable expenses include express mail and delivery charges, and mileage.

To accept this proposal, please sign and date both enclosed copies and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project. Graef-USA Inc. looks forward to providing services to the City of Franklin.

Sincerely,

Graef-USA Inc.

Michael N. Paulos, P.E.
Principal

Enclosures

Accepted by: City of Franklin

Stephen R. Olson, Mayor

Date: _____

Sandra L. Wesolowski, City Clerk

Date: _____

Paul Rotzenberg, Director of Finance &
Treasurer

Date: _____

APPROVED AS TO FORM:

Jesse A. Wesolowski, City Attorney

Date: _____



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PROFESSIONAL SERVICES 2017 FEE SCHEDULE

CLASSIFICATION	RATE
Senior Group Manager (P9)	\$ 186.00
Group Manager (P8)	\$ 174.00
Senior Professional (P7)	\$ 164.00
Professional (P6)	\$ 154.00
Professional (P5)	\$ 144.00
Professional (P4)	\$ 133.00
Professional (P3)	\$ 121.00
Professional (P2)	\$ 108.00
Professional (P1)	\$ 96.00
Senior Technician/Inspector (T6)	\$ 121.00
Senior Technician/Inspector (T5)	\$ 115.00
Senior Technician/Inspector (T4)	\$ 106.00
Technician/Inspector (T3)	\$ 95.00
Technician/Inspector (T2)	\$ 84.00
Technician/Inspector (T1)	\$ 67.00
Survey Crew - 1 Person	\$ 125.00
Survey Crew - 2 Person	\$ 185.00
Administrative	\$ 67.00

Automobile travel will be billed at the current federal rate of 53.5 cents per mile.

Survey vehicles will be billed at 75 cents per mile.

LIDAR scanner will be billed at \$150/hour.

Expenses such as travel and supplies will be billed at actual cost.

Contracted services and consultants will be billed at cost plus 5 percent.



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GRAEF-USA Inc.'s TERMS AND CONDITIONS

These Terms and Conditions are material terms of the Professional Services Agreement proposed on August 25, 2017 (Agreement) by and between Graef-USA Inc. (GRAEF) and the City of Franklin (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied. Persons providing such services under this Agreement shall have such active certifications, licenses and permissions as may be required by law.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. GRAEF shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with Client in its performance of this Agreement. Client shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by GRAEF. These terms are of the essence. To the fullest extent permitted by law, GRAEF shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of GRAEF or GRAEF'S officers, directors, partners, employees, and consultants in the performance of GRAEF'S services under this Agreement. To the fullest extent permitted by law, Client shall indemnify and hold harmless GRAEF, GRAEF'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement. To the fullest extent permitted by law, GRAEF'S total liability to Client and anyone claiming by, through, or under Client for any injuries, losses, damages and expenses caused in part by the negligence of GRAEF and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that GRAEF'S negligence bears to the total negligence of Client, GRAEF, and all other negligent entities and individuals. In addition to the indemnity provided above, and to the fullest extent permitted by law, Client shall indemnify and hold harmless GRAEF and GRAEF'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

Insurance: GRAEF shall, during the life of the Agreement, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

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

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



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GRAEF-USA, Inc.'s TERMS AND CONDITIONS (continued)

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

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services pursuant to the terms set forth thereunder.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.



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GRAEF-USA, Inc.'s TERMS AND CONDITIONS (continued)

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution and Governing Law: This Agreement shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.

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

Records Retention: GRAEF shall maintain all records pertaining to this Agreement during the term of this Agreement and for a period of 3 years following its completion. Such records shall be made available by GRAEF to Client for inspection and copying upon request.

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE Sept 5, 2017
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2016-2240, AN ORDINANCE ADOPTING THE 2017 ANNUAL BUDGETS FOR THE SANITARY SEWER FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2017 TO PROVIDE ADDITIONAL APPROPRIATIONS FOR DEPRECIATION ON CONTRIBUTED ASSETS	ITEM NUMBER B.10.

Background

On February 21, 2017 the Common Council adopted a change in accounting policy to recognize the Ryan Creek Interceptor Sanitary Sewer as a contributed asset of the Sanitary Sewer Fund as recommended by the City's auditors, Baker Tilly LLC.

The inclusion of that asset then requires the recognition of a non-cash charge to results for annual depreciation on that asset. The change in policy took place after the adoption of the 2017 budget for the Sanitary Sewer Fund. Staff noted at the time of the policy change that a budget amendment would be brought forward to increase appropriations for the non-cash depreciation charge on the asset.

That budget amendment is attached.

Fiscal Impact

. The Sanitary Sewer Fund will have additional non-cash charges for depreciation of contributed assets totaling \$1,425,000. This will not require any additional fees to users, or increase in taxes of any kind.

An intergovernmental agreement with Metropolitan Milwaukee Sewerage District has the District paying all the costs of constructing the sanitary sewer and debt service on those construction costs.

The City is responsible for any maintenance costs on the sewer until 2031, at which time the sewer will be donated to MMSD. Maintenance costs are expected to be minimal as it is so early in the assets useful life.

Recommendation

The Finance Committee reviewed this amendment at its Aug 22, 2017 meeting and recommends adoption.

COMMON COUNCIL ACTION REQUESTED

Motion to adopt an Ordinance to amend Ordinance 2016-2240, an ordinance adopting the 2017 annual budgets for the Sanitary Sewer Fund for the City of Franklin for Fiscal year 2017 to provide additional appropriations for depreciation on Contributed Assets

Roll Call Vote Required

Fin - PAR

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2017 _____

AN ORDINANCE TO AMEND ORDINANCE 2016-2240, AN ORDINANCE ADOPTING
THE 2017 ANNUAL BUDGETS FOR THE SANITARY SEWER FUND FOR THE CITY OF
FRANKLIN FOR FISCAL YEAR 2017, TO PROVIDE APPROPRIATIONS FOR
DEPRECIATION ON CONTRIBUTED ASSETS

WHEREAS, the Common Council adopted the 2017 Budget for the City of Franklin providing resources and appropriations for 2017; and

WHEREAS, the Common Council authorized a change in accounting policy on February 21, 2017 to include the Ryan Creek Interceptor Sanitary Sewer as contributed assets of the Sanitary Sewer Fund; and

WHEREAS, depreciation on that asset was not included in the 2017 budget appropriation as a non-cash charge; and

WHEREAS, the non-cash depreciation charge is an appropriation charge to results in the Sanitary Sewer Fund for 2017; and

WHEREAS, the Common Council of the City of Franklin believes these appropriations provide for the well being of the Community.

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

Section 1 That the 2017 Budget of the Sanitary Sewer Fund be adjusted as follows:

Sewer Fund	Depreciation on Contributed Assets	Increase	1,425,000
------------	------------------------------------	----------	-----------

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

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 COMMON COUNCIL ACTION	MEETING DATE Sept 5, 2017
REPORTS & RECOMMENDATIONS	Recommendation from Finance Committee on Use of Landfill Siting Revenues in the General Fund	ITEM NUMBER B.11.

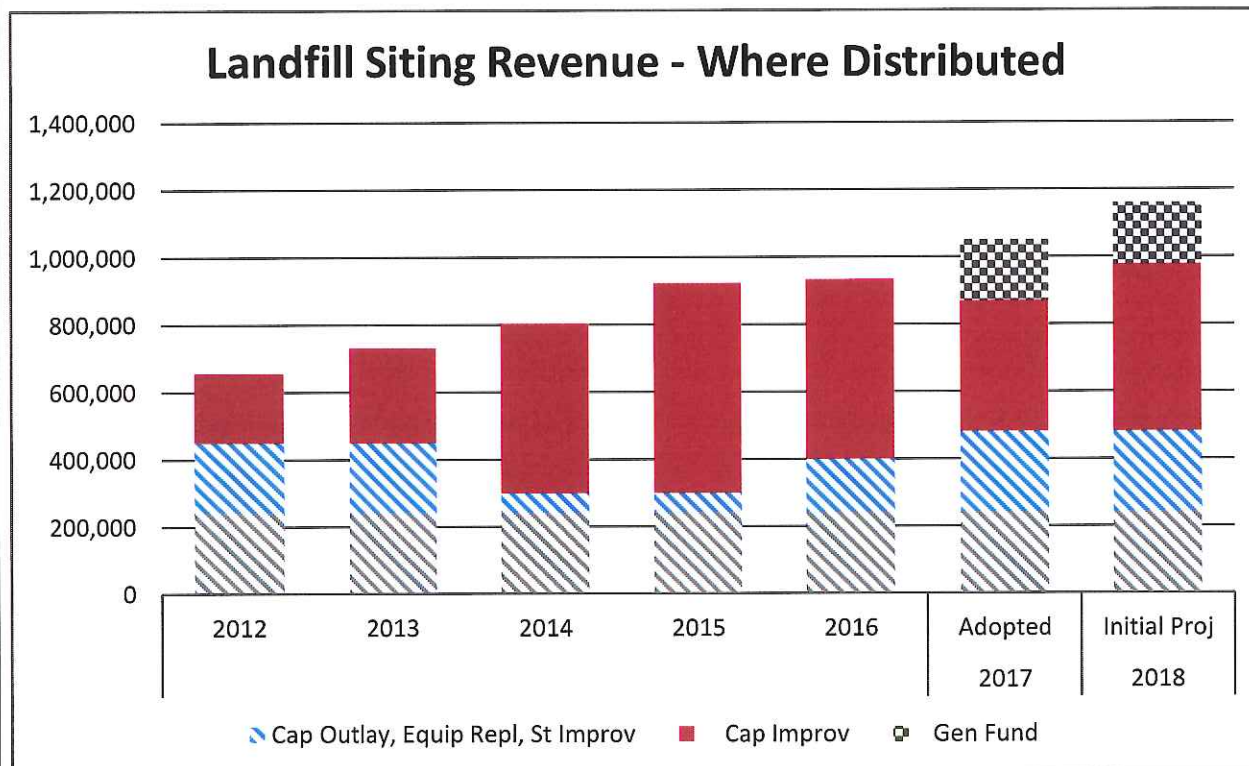
Background

In 2010 the City completed a landfill siting agreement with Waste Management. The Agreement requires Waste Management to pay the City for each ton of solid waste placed in the landfill. Those fees are indexed with the Consumer Price Index. The landfill requires permitting by the Wisconsin Department of Natural Resources. The initial permit was for 2.8 million tons, and will likely be completed sometime in 2018. Waste Management expects to secure a new permit for an additional 9 million tons, and has capacity at the site to expand a further 9 million tons. Should those permits be secured, fees to the City are estimated to exceed \$40 million, extending to 2040 or longer.

The landfill siting fees have been allocated to the Capital funds over the years, with the understanding that the revenue source was not recurring. Sound financial management would not match a non-recurring revenue source with a recurring expenditure.

Analysis

Following demonstrates how the landfill siting revenues have been allocated the last several years.



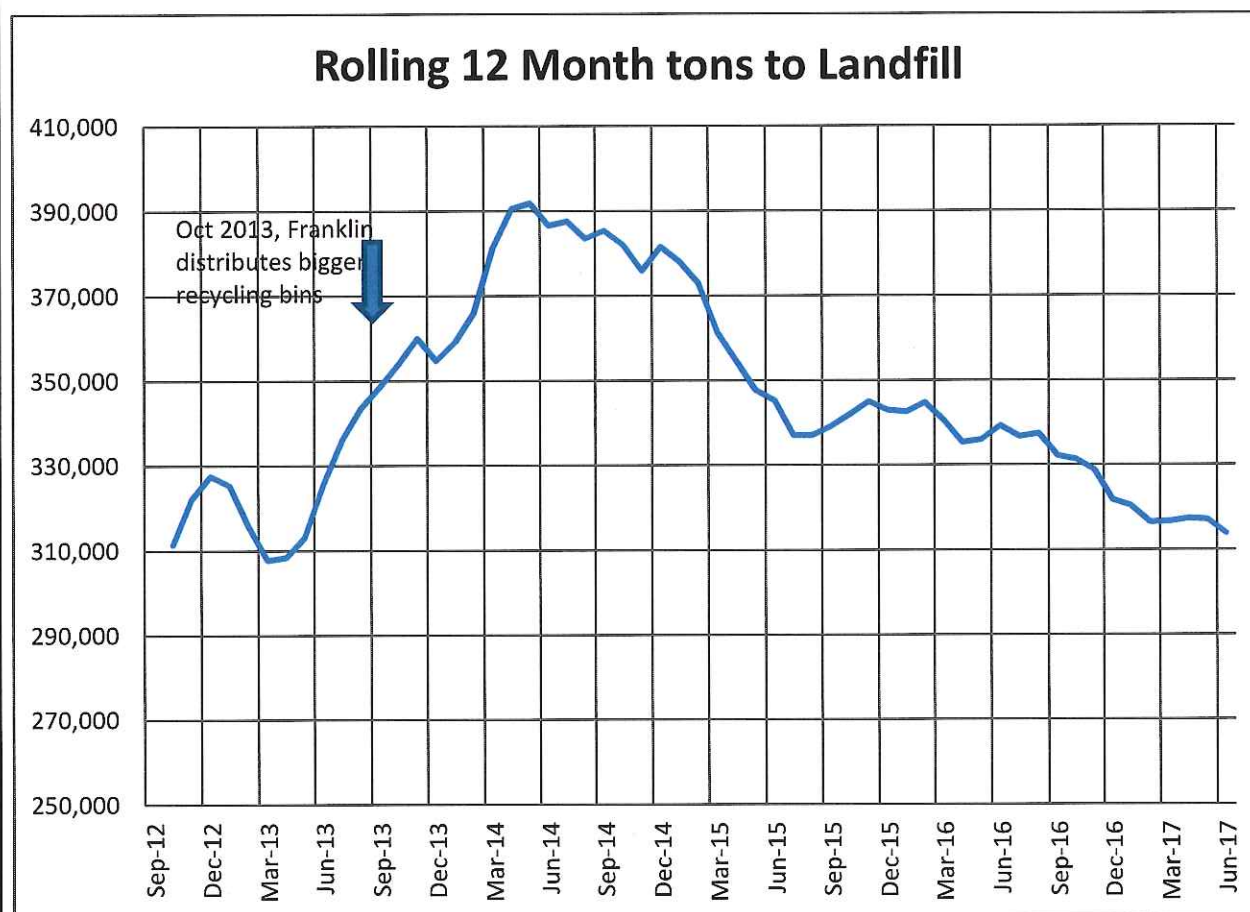
Prior to 2017, \$300,000 to \$500,000 of landfill siting revenue was allocated to the Capital Outlay, Equipment Replacement and Street Improvement Funds. The balance has been allocated to the Capital Improvement Fund, primarily to provide the City portion of Park development expenditures. Those were then matched with Park Impact fees to support the park development program. There are significant park impact fees which must be spent by March of 2019, or rebated to property owners. The holding period for Park Impact fees was recently temporarily extended to 13 years by Common Council action.

With the 2017 budget, the Common Council allocated an additional \$81,000 to the Capital Outlay fund as a one-time revenue infusion, and \$180,000 to the General Fund. This was an important element in balancing the General Fund budget.

The 2018 budget projections will challenge the City to balance the General Fund budget.

Waste Management has indicated that the siting permit expansion is imminent, but not yet in hand.

The landfill siting revenues will likely increase each year by the amount the Consumer Price Index changes. The tonnage going into the landfill has ranged from 310,000 tons to 390,000 tons per year. It is not controlled by the City. Market factors such as waste generated by local communities, fees imposed compared to other regional landfills, distance the waste is hauled all impact the amount of fees the City receives. Following is a chart of rolling tonnage qualifying for landfill siting fees.



Consideration of the allocation of landfill siting fees between capital and operating funds is an important issue.

Following is a five year projection of Landfill siting revenues and how the revenues were distributed between capital and operating funds in the past.

City of Franklin										
Estimate of Landfill Siting Fees										
Quantities per Landfill Agreement										
Revised -June 30, 2017										
						Capital	Equipm ent Revolvin g	Street	Capital	
	Metro	Met				Outlay		Improve	Improve	General
	1st	ro		Net Tons	Franklin	Fund	Fund	Fund	Fund	Fund
	2.8M	Next								
	2.0	14M								
	Est	2.0%			75.0%					
Actual	2010	\$ 3.50	\$ 4.35		\$ 450,000	-	-	-	\$ 300,000	\$ 150,000
	2011	3.56	4.44	41,900	530,448	100,000	150,000	200,000	80,448	-
	2012	3.63	4.53	327,581	646,154	100,000	150,000	200,000	196,154	-
	2013	3.75	4.66	354,776	731,726	100,000	150,000	200,000	281,726	-
	2014	3.81	4.73	381,497	804,004	67,000	100,000	133,000	504,004	-
	2015	3.87	4.81	342,992	923,473	67,000	100,000	133,000	623,473	-
	2016	3.87	4.82	321,738	933,845	67,000	200,000	133,000	533,845	-
Forecast	2017	3.92	4.88	315,000	926,100	148,000	200,000	133,000	265,100	180,000
	2018	4.00	4.98	315,000	945,000	67,000	200,000	133,000	365,000	180,000
	2019	4.08	5.08	315,000	1,082,025	67,000	200,000	133,000	682,025	
	2020	4.16	5.18	315,000	1,223,775	67,000	200,000	133,000	823,775	
	2021	4.24	5.28	315,000	1,247,400	67,000	200,000	133,000	847,400	

Using an estimate of 315,000 tons per year, future landfill siting revenues range from \$945,000 to \$1.2 million.

The Finance Committee reviewed this subject matter and recommends that a maximum of 20% of available landfill siting revenue be used to support the General Fund and that this policy be reviewed every three years beginning in 2020. The Finance Committee voted unanimously for this recommendation.

COMMON COUNCIL ACTION REQUESTED

Direct staff to use this recommendation in preparation of future budgets.

Or

Such action as the Common Council deems appropriate.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/05/2017
REPORTS & RECOMMENDATIONS	Population Estimate as of January 1, 2017	ITEM NUMBER 13.12.

Franklin has received the preliminary population estimate of 36,046 as of January 1, 2017, which is an increase from 35,741 as of January 1, 2016. If the Council wishes to challenge this estimate, such challenge must be submitted before September 15, 2017.

For your review, Franklin's prior population was as follows:

1960	10,006	2002	30,749
1970	12,247	2003	31,467
1980	16,469	2004	31,804
1990	21,732	2005	32,548
1991	22,356	2006	33,000
1992	23,168	2007	33,380
1993	24,052	2008	33,550
1994	24,778	2009	33,700
1995	25,163	2010	33,900
1996	25,726	4/1/10 census	35,451
1997	26,591	2011	35,504
1998	27,186	2012	35,520
1999	27,780	2013	35,810
2000	28,804	2014	35,702
4/1/00 census	29,494	2015	35,655
2001	30,199	2016	35,741
2002	30,749	2017	36,046
2003	31,467		
2004	31,804		
2005	32,548		

COUNCIL ACTION REQUESTED

Motion to place on file the Wis. Dept. of Administration January 1, 2017 population estimate of 36,046.

OR

Motion to direct Director of Clerk Services to submit challenge, based on information provided by staff, to State of Wisconsin 2017 population estimate no later than September 15, 2017.

August 10, 2017

0986
SANDRA WESOLOWSKI
CLERK, CITY OF FRANKLIN
9229 W LOOMIS RD
FRANKLIN WI 53132-9630

Dear Municipal Clerk:

The Demographic Services Center's preliminary estimate of the January 1, 2017 population for the City of Franklin in Milwaukee County is 36,046. This represents a change of 595 persons (1.68%) since the 2010 Census.

Wisconsin's total population is estimated at 5,788,500 which is a change of 101,514 persons and 1.79%.

Following is a summary of the data we used in estimating your population:

	2010 Census Count	2017 Preliminary Estimate
2010 U.S. Census Count	35,451	
January 1, 2017 Estimate		36,046
Motor vehicles registered	28,844	29,913
Percent of vehicles in State	0.547%	0.563%
Income tax filers	23,639	23,167
Percent of filers in State	0.650%	0.679%
Filers plus dependents	30,723	29,606
Percent of filers plus dependents in State	0.622%	0.661%
Income tax returns	15,873	15,740
Percent of income tax returns in State	0.621%	0.643%
Institutional Population	1,989	1,392

In addition, in response to our housing survey that we sent you earlier this year, your municipality reported a net change of 59 housing units for calendar year 2016. (If we did not receive a survey from you, we estimated your change in housing stock or used other sources.)



Approximately 313 of the estimated population for the City of Franklin are of voting age. This courtesy estimate helps you to comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the census proportion of persons over 18 to the preliminary January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population. Please note that, if you have an adult correctional facility in your municipality, its population is included in this voting-age estimate.

** See attached email*

Sandi Wesolowski

From: Barroilhet, Dan - DOA [Dan.Barroilhet@wisconsin.gov]
Sent: Monday, August 14, 2017 4:27 PM
To: Sandi Wesolowski
Subject: correction for voting age population estimate

Dear Sandra,

I am sorry you received a preliminary estimate letter with an incorrect voting age population estimate. The 2010 Census Count, 2017 Preliminary Estimate, and other figures are correct, but the **voting age** population figure is incorrect.

The correct voting age population estimate for the City of Franklin in Milwaukee County is 28,580.

This figure has been corrected on our website and will be correct on the final population estimates that will go out in October.

Please let me know if I can be of further help.

Dan Barroilhet,
Demographer, Research Analyst
WI Dept. of Administration, Division of Intergovernmental Relations
101 E. Wilson 925.08
(608) 266-1755
<http://doa.wi.gov/demographics>

MUNICIPAL POPULATION ESTIMATE CHALLENGE FORM

If your municipality believes that the estimate is not a reasonable approximation of your population, complete this form and submit it **with administrative data** that can be used to evaluate the challenge. Submit the challenge on or before **September 15, 2017**.

Mail challenges to:

Dan Barroilhet, Demographer
Demographic Services Center
WI Department of Administration
PO Box 8944
Madison, WI 53708-8944
(608) 266-1755

The Council/Board of the

☐ Town

☐ City

☐ Village of: _____

in the County of: _____

has authorized me to submit a challenge to the correctness of the annual preliminary population estimate prepared for our municipality. The municipality contends the estimate is inaccurate because it is based upon inadequate information.

Evidence based upon administrative records or other information is presented in support of this contention, as required by §16.96 of the Wisconsin Statutes. The statutes do not permit the Department of Administration to accept the results of a population enumeration conducted by any group, agency or unit of government other than the U.S. Census Bureau.

NAME: _____

TITLE: _____

MAILING ADDRESS: _____

DAYTIME TELEPHONE: () _____

SIGNATURE: _____ DATE: _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/05/2017
REPORTS & RECOMMENDATIONS	Trick or Treat Schedule for 2017	ITEM NUMBER 13.

Following are the dates and times established for Halloween Trick-or-Treat observance by the surveyed surrounding communities:

Oak Creek - Sunday, October 29, 4-6 p.m.
Greendale - Sunday, October 29, 1-4 p.m.
Hales Corners - Sunday, October 29, 4-7 p.m.
Greenfield - Sunday, October 29, 4-7 p.m.
Muskego - Tuesday, October 31, 6-8 p.m.
South Milwaukee - Tuesday, October 31, 5:30-7:30 p.m.

(Last year Franklin established Sunday, October 30, 2016 from 4:00 p.m. to 7:00 p.m. as Trick-or-Treat observance. As an added note, the Green Bay Packers have a BYE on Sunday, October 29, 2017).

COUNCIL ACTION REQUESTED

Motion to establish (date and time) for the Halloween Trick-or-Treat observance in the City of Franklin.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/5/17
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.I.
<p>See attached list from meeting of September 5, 2017.</p> <p>COUNCIL ACTION REQUESTED</p>		



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee Agenda* Aldermen's Room September 5, 2017 – 6:00 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 6:05 p.m.	Kimberly D Leannais 6317 Riverside Rd Waterford, WI 53185 Country Lanes			
Operator	Adria R Bollendorf 4025 S Packard Ave., #7 St Francis, WI 53235 Rock Sports Complex			
Operator	Danielle L Hight 5604 Apricot Ct Greendale, WI 53129 Irish Cottage			
Operator	Nicole N Lester 3513 Pierce Blvd Racine, WI 53405 Midtown Gas & Liquor			
Operator	Luis A Nunez-Valadez 1241 S 31 st St Milwaukee, WI 53215 Chili's Bar & Grill			
Operator	Ashley N Palese 2129 E. Kenwood Blvd, Apt. B Milwaukee, WI 53221 Chili's Bar & Grill			
Operator	Daniel L Sajdowitz 3674 S 5 th Pl Milwaukee, WI 53207 Iron Mike's			
Amendment to People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Police Citizens Academy Alumni Fee Waiver: St. Martins Fair Labor Day Permit Date: 9/3/2017 to 9/4/2017 Location: St. Martins Road			
Temporary Class B Beer	H.C.- Franklin VFW Post #10394-Every Summer Monday Market Fair Person in Charge: Andrew Hushek Location: 11230 W Franklin St Dates of Event: September 11, 18, 25 and October 2, 2017			
3.	Adjournment			
		Time		

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

APPROVAL <i>pdf</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/5/17
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached are vouchers dated August 11, 2017 through September 1, 2017 Nos. 165931 through Nos. 166131 in the amount of \$ 882,771.41. Included in this listing are EFT's Nos. 3566 through Nos. 3580 and Library vouchers totaling \$ 27,474.52. Voided checks in the amount of \$ (600.00) are separately listed.

Early release disbursements dated August 11, 2017 through August 31, 2017 in the amount of \$ 667,970.30 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated August 18, 2017 is \$ 377,169.97, previously estimated at \$ 376,000.00. Payroll deductions dated August 18, 2017 are \$ 407,737.29, previously estimated at \$ 406,000.00.

The net payroll dated September 1, 2017 is \$ 369,058.93, previously estimated at \$ 374,000.00. Payroll deductions dated September 1, 2017 are \$ 214,703.80, previously estimated at \$ 220,000.00.

The estimated payroll for September 15, 2017 is \$ 368,000.00 with estimated deductions and matching payments of \$ 420,000.00.

Attached is a list of settlements, investments and refunds for August 11, 2017 through September 1, 2017 Nos. 17205 and EFT's Nos. 167 through Nos. 173 in the amount of \$ 8,177,774.90. These payments have been released as authorized under Resolution 2013-6920. Voided checks in the amount of \$ (2,031.43) are separately listed.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of September 1, 2017 in the amount of \$ 882,771.41 and
- Payroll dated August 18, 2017 in the amount of \$ 377,169.97 and payments of the various payroll deductions in the amount of \$ 407,737.29 plus City matching payments and
- Payroll dated September 1, 2017 in the amount of \$ 369,058.93 and payments of the various payroll deductions in the amount of \$ 214,703.80 plus City matching payments and
- Estimated payroll dated September 15, 2017 in the amount of \$ 368,000.00 and payments of the various payroll deductions in the amount of \$ 420,000.00, plus City matching payments and
- Property tax settlements, investments and refunds with an ending date of September 1, 2017 in the amount of \$ 8,177,774.90.

ROLL CALL VOTE NEEDED