

CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, APRIL 16, 2013, 6:30 P.M.

Oath of Office-Alderman District #1-Mark A. Dandrea
Oath of Office-Alderman District #2-Daniel M. Mayer
Oath of Office-Alderman District #5-Doug Schmidt

- A. Call to Order and Roll Call
- B. Citizen Comment Period
- C. Approval of Minutes
 - 1. Approval of regular meeting of April 2, 2013.
- D. Hearings
- E. Organizational Business
 - 1. Boards and Commissions Appointments
 - a. John Howard, Finance Committee-Aldermanic District #5
 - b. Ken Skowronski II, Board of Public Works-Aldermanic District #6
 - c. Aldermanic Appointments
 - 1. Alderman Dandrea-Finance Committee
 - 2. Alderman Dandrea-Personnel Committee
 - 3. Alderman Dandrea-License Committee
 - 4. Alderman Mayer-Personnel Committee
 - 5. Alderman Mayer-Technology Commission
 - 6. Alderman Mayer-Environmental Commission
 - 7. Alderman Wilhelm-Parks Commission
 - 8. Alderman Taylor-Civic Celebrations Commission
 - 9. Alderman Taylor-Finance Committee
 - 10. Alderman Taylor-License Committee
 - 11. Alderman Schmidt-Board of Public Works
 - 12. Alderman Schmidt-Library Board
 - 13. Alderman Schmidt-Personnel Committee
 - 14. Alderman Skowronski-Plan Commission
 - 15. Alderman Skowronski-Finance Committee
 - 16. Alderman Skowronski-License Committee
 - 2. Election of Common Council President
- F. Letters and Petitions
 - 1. Letter from John Rosenow, Chief Executive, Arbor Day Foundation, naming Franklin Tree City USA.

G. Reports and Recommendations

1. Request from Police Department to approve 5-year lease agreement for NICE Recording eXpress Digital Voice Logging System.
2. Resolution conditionally approving a 4 lot Certified Survey Map, being Lot 1 Certified Survey Map No. 7720, and Outlot 3 and Outlot 4 of Berkshire Addition No. 1, all located in the Southwest 1/4 of the Northeast 1/4 Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Rick J. Przybyla, President of Creative Homes, Inc./Jeffrey J. Jensen and Suzanne K. Jensen Living Trust and Creative Homes, Inc., owners) (approximately 6600 S. 51st Street and Outlots 3 and 4 of Berkshire Addition No. 1).
3. Resolution authorizing certain officials to execute a Subdivision Development Agreement with the developer of the Berkshire Certified Survey Map.
4. Discussion of Lot 31 of the Woodlands of Franklin Subdivision as it pertains to restrictions and buildable area.
5. Quarry Monitoring Contract: Recommendation from the Quarry Monitoring Committee.
6. Status report to the Common Council regarding a proposed rezoning and Comprehensive Master Plan Amendment for property located at approximately 9733 S. 76th Street (City of Franklin, applicant).
7. Authorize staff to proceed with the preparation of the Surface Transportation Program Grant, for the design, right-of-way acquisition and construction of the improvement, in urban section of W. Puetz Road from S. 76th Street to W. St. Martins Road.
8. Resolution awarding contract to the lowest bidder, Black Diamond Group, Inc. in the amount of \$697,788.80, for the 2013 Local Street Improvement Program.
9. Informational update from Director of Administration on State Legislative items that may affect or impact the City of Franklin.
10. Authorization to include Roof Area B of Fire Station No. 1 to the already authorized roof contract with Industrial Roofing Services, Inc. for replacement of Roof Area A of Franklin City Hall and Roof Area A of Fire Station No. 1.

H. Licenses and Permits

1. Miscellaneous Licenses.

I. Bills

1. Vouchers and Payroll approval.

J. Adjournment

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

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

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

REMINDERS:

May 6	Comm. of the Whole	6:30 p.m.
May 7	Common Council	6:30 p.m.

CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

C E R T I F I C A T I O N

This is to certify that on the second day of April, 2013

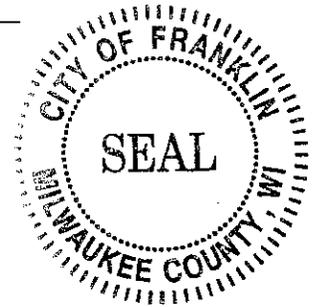
MARK A. DANDREA

was duly elected to the office of First District Alderman of the City of Franklin for a three-year term expiring on the 19th day of April, 2016, as appears from the official canvass on file in the Office of the City Clerk.

In testimony whereof, I have set my hand and affixed the Seal of the City of Franklin, Wisconsin, this 8th day of April, 2013.

Sandra L. Wesolowski

Sandra L. Wesolowski
Director of Clerk Services/City Clerk



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CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

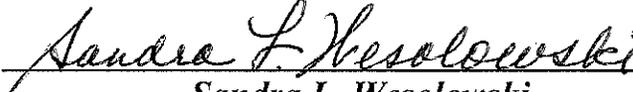
C E R T I F I C A T I O N

This is to certify that on the second day of April, 2013

DANIEL M. MAYER

was duly elected to the office of Second District Alderman of the City of Franklin for a three-year term expiring on the 19th day of April, 2016, as appears from the official canvass on file in the Office of the City Clerk.

In testimony whereof, I have set my hand and affixed the Seal of the City of Franklin, Wisconsin, this 8th day of April, 2013.



Sandra L. Wesolowski
Director of Clerk Services/City Clerk



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C E R T I F I C A T I O N

This is to certify that on the second day of April, 2013

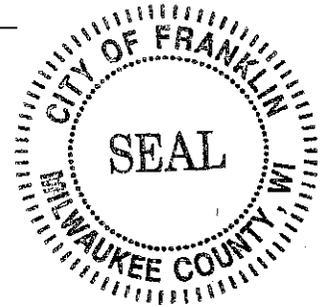
DOUG SCHMIDT

was duly elected to the office of Fifth District Alderman of the City of Franklin for a three-year term expiring on the 19th day of April, 2016, as appears from the official canvass on file in the Office of the City Clerk.

In testimony whereof, I have set my hand and affixed the Seal of the City of Franklin, Wisconsin, this 8th day of April, 2013.

Sandra L. Wesolowski

**Sandra L. Wesolowski
Director of Clerk Services/City Clerk**



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CITY OF FRANKLIN
COMMON COUNCIL MEETING
APRIL 2, 2013
MINUTES

- | | | |
|---|--------|---|
| ROLL CALL | A. | The regular meeting of the Common Council was held on April 2, 2013, and was called to order at 6:30 p.m. by Mayor Tom Taylor in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Aldermen Steve Olson, Tim Solomon, Kristin Wilhelm (arrived at 7:15 p.m.), Steve Taylor, Doug Schmidt, and Ken Skowronski. Also present were City Engineer John M. Bennett, Director of Administration Mark Luberda, City Attorney Jesse Wesolowski, and City Clerk Sandi Wesolowski. |
| CITIZEN COMMENT | B.1. | Citizen comment period was opened at 6:45 p.m. and closed at 6:50 p.m. |
| PROCLAMATION
STEVE OLSON | B.2.a. | Mayor Taylor presented Alderman Steve Olson with a Proclamation in recognition of public service. |
| PROCLAMATION
TIMOTHY SOLOMON | B.2.b. | Mayor Taylor presented Alderman Timothy C. Solomon with a Proclamation in recognition of public service. |
| PROCLAMATION
ARBOR DAY | B.2.c. | Mayor Taylor noted a Proclamation which designates April 27, 2013, as Arbor Day in the City of Franklin. |
| MINUTES
3/19/13 | C.1. | Alderman Skowronski moved to approve the minutes of the regular meeting of March 19, 2013, as presented. Seconded by Alderman Schmidt. All voted Aye; motion carried. |
| DONATIONS | G.1. | Alderman Taylor moved to accept the following donations: \$250 from the Franklin Lions Club Foundation to the Fair Commission; \$250 from American Transmission Company to the Department of Public Works; and \$500 from MAJ Donald Barrows (USA-Ret.) to the Fire Department. Seconded by Alderman Schmidt. All voted Aye; motion carried. |
| RES. 2013-6875
RECOGNITION OF
WEGNER'S ST.
MARTINS INN | G.2. | Alderman Olson and Alderman Solomon moved to adopt Resolution No. 2013-6875, A RESOLUTION IN RECOGNITION AND IN APPRECIATION OF CHEF DENNIS J. WEGNER AND KATHLEEN R. WEGNER AND WEGNER'S ST. MARTINS INN. Seconded by Alderman Skowronski. All voted Aye; motion carried. |

ORD. 2013-2102
AMEND UDO
(HASELOW/BOLAND,
APPLICANTS)

- G.3. Alderman Skowronski moved to adopt Ordinance No. 2013-2102, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT TO CREATE SECTION 15-3.0201E., R-LE COUNTRYSIDE/ESTATE SINGLE-FAMILY MULTIPLE RESIDENCE UPON A SINGLE LOT ESTATE DISTRICT AND TABLE 15-3.0201E. (OR SUCH OTHER SECTION[S] AND/OR TABLE[S] AS MAY BE DETERMINED), TO ALLOW FOR MORE THAN ONE SINGLE-FAMILY RESIDENCE STRUCTURE UPON A SINGLE LOT ESTATE, TOGETHER WITH OTHER PERMITTED, SPECIAL AND ACCESSORY USES COMPATIBLE WITH A MORE THAN ONE SINGLE-FAMILY RESIDENCE STRUCTURE UPON A SINGLE LOT ESTATE USE (JOSEPH R. HASELOW AND DAWN M. BOLAND, APPLICANTS). Seconded by Alderman Olson.
- Alderman Olson moved to amend the motion to amend Section E a ii to delete "9:00" and change it to "10:00". Seconded by Alderman Skowronski. All voted Aye; motion carried.
- On the vote for the main motion as amended, all voted Aye; motion carried.

ORD. 2013-2103
AMEND UDO
(HASELOW/BOLAND,
APPLICANTS)

- G.4. Alderman Olson moved to adopt Ordinance No. 2013-2103, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF LAND FROM R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT TO R-1E COUNTRYSIDE/ESTATE SINGLE-FAMILY MULTIPLE RESIDENCE UPON A SINGLE LOT ESTATE DISTRICT (9140 SOUTH 51ST STREET)(APPROXIMATELY 11.55 ACRES)(JOSEPH R. HASELOW AND DAWN M. BOLAND, APPLICANTS). Seconded by Alderman Skowronski. All voted Aye; motion carried.

FIRST AMENDMENT
TO DECLARATION
OF RESTRICTIONS
(PRAIRIE GRASS
PRESERVE)

- G.5. Alderman Skowronski moved to approve (recognizing the Section 15-7.0603D. of the Unified Development Ordinance provides in part that the purpose of requiring developers to submit deed restrictions and covenants to the City is only to provide for an enforceable method of regulating the maintenance of any common land areas or structures serving the development and any land or structures restricted for such service for the public benefit, which purpose was noted to the Common Council at its meeting on September 21, 2004 when the subject deed restrictions were in part before the Council, and that apparently the developer of Prairie Grass Preserve Subdivision nonetheless recorded a declaration containing an overall approval requirement by the City), to approve the proposed First Amendment to the Declaration of Restrictions for Prairie Grass

PRAIRIE GRASS
PRESERVE-
CONTINUED

Preserve (at approximately 9200 West St. Martins Road)(Neumann Companies, Inc., applicant) as is necessary to conform with a recorded document, under the circumstances, without comment on the substance of the amendment. Seconded by Alderman Schmidt. Motion carried on a voice vote; Alderman Olson voted No.

STATUS - QUARRY
MONITORING

G.6. A status report was presented on the activities of the Quarry Monitoring Committee of the City of Franklin.

ANALYSIS OF
ECONOMIC DEV.
DIRECTOR POSITION

G.7. Alderman Wilhelm moved to direct staff to prepare, with addition direction as needed from the Forward Franklin Economic Development Committee, an analysis of economic development directors' positions in surrounding communities and to present that analysis to the Common Council and the FFEDC. Seconded by Alderman Taylor. All voted Aye; motion carried.

SALT PURCHASE

G.8. Alderman Solomon moved to authorize the tonnage of salt to be purchased in the 2013 Wisconsin Department of Transportation salt contract. Seconded by Alderman Skowronski. All voted Aye; motion carried.

ORD. 2013-2104
AMEND MUN. CODE
FOR INVESTIGATIVE
NOTICE FEE FOR
WEED CUTTING

G.9. Alderman Taylor moved to adopt Ordinance No. 2013-2104, AN ORDINANCE TO REPEAL AND RECREATE SECTION 178-3.F.(4)(d) OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, CHAPTER 178, "NUISANCES", IN ORDER TO INCREASE THE INVESTIGATIVE NOTICE CHARGE RELATED TO THE MOWING OF NOXIOUS WEEDS FROM \$10 TO \$32. Seconded by Alderman Solomon.
Alderman Olson moved to amend the motion to increase investigative notice charge to \$35. Seconded by Alderman Skowronski. All voted Aye; motion carried.
On the vote for the main motion as amended, all voted Aye; motion carried.

APPROVE OFFERING
PRICE FOR EXT. OF
W. MARQUETTE
AVE.

G.10. Alderman Wilhelm moved to approve the offering price for Parcel No. 2, located at 4850 W. Marquette Avenue, for the extension of W. Marquette Avenue from S. 49th Street to the west line at Pleasant View Elementary School site. Seconded by Alderman Solomon. All voted Aye; motion carried.

LICENSES

H.1. Alderman Solomon moved to grant the following licenses:

Operator License to Ann M. Greco, 3500 W. Southland Dr., and

Taxi Cab Driver & Vehicle License Renewal to Todd A. Smith, 3772 S. Rutland Ave., St. Francis; Parminder Singh, 10143 W. Forest Home Ave., Apt. 206, Hales Corners and Harpreet Singh, 3824 S. 16th St., Milwaukee. Seconded by Alderman Taylor. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

I.1. Alderman Schmidt moved to approve net City vouchers in the range No. 146621 through No. 146763 in the amount of \$915,048.97 dated April 2, 2013. Seconded by Alderman Olson. On roll call, all voted Aye. Motion carried.

Alderman Olson moved to approve net payroll dated March 22, 2013, in the amount of \$323,704.23. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderman Solomon moved to adjourn the meeting at 7:47 p.m. Seconded by Alderman Olson. All voted Aye; motion carried.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/16/13
ORGANIZATIONAL BUSINESS	Boards and Commissions Appointments	ITEM NUMBER <i>E.1.</i>

Several terms of offices on various Boards and Commissions have or will be expiring. The Mayor may have appointments for Council confirmation:

Finance Committee

John Howard, term expires 4/30/13

Board of Public Works

Ken Skowronski II, term expires 4/30/15

Environmental Commission

Alderman Mayer, 1 yr. term expires 4/30/14

Finance Committee

Alderman Dandrea, 1 yr. term expires 4/30/14

Alderman Taylor, 1 yr. term expires 4/30/14

Alderman Skowronski, 1 yr. term expires 4/30/14

License Committee

Alderman Dandrea, 1 yr. term expires 4/30/14

Alderman Taylor, 1 yr. term expires 4/30/14

Alderman Skowronski, 1 yr. term expires 4/30/14

Parks Commission

Alderman Wilhelm, 1 yr. term expires 4/30/14

Plan Commission

Alderman Skowronski, 1 yr. term expires 4/30/14

Civic Celebrations Commission

Alderman Taylor, 2 yr. term expires 4/30/14

Library Board

Alderman Schmidt, 3 yr. term expires 4/19/16

Personnel Committee

Alderman Dandrea, 3 yr. term expires 4/19/16

Alderman Mayer, 3 yr. term expires 4/19/16

Alderman Schmidt, 3 yr. term expires 4/19/16

Continued

Board of Public Works

Alderman Schmidt, 3 yr. term expires 4/19/16

Technology Commission

Alderman Mayer, 3 yr. term expires 4/19/16

NOTE: Pursuant to the Franklin Municipal Code, aldermanic appointments to various boards and commissions require the aldermen to serve during their tenure in office. Therefore, the existing aldermanic appointments remain in effect and require no action:

Community Development Authority

Alderman Skowronski, 3 yr. term expires 4/15/14

Complete Streets and Connectivity Committee

Alderman Wilhelm, 2 yr. term expires 4/15/14

Fair Commission

Alderman Skowronski, 3 yr. term expires 4/15/14

Forward Franklin Economic Development Commission

Alderman Taylor, 3 yr. term expires 4/15/14

Board of Health

Alderman Wilhelm, 3 yr. term expires 4/15/14

Quarry Monitoring Committee

Alderman Wilhelm, 2 yr. term expires 4/15/14

Alderman Schmidt, 2 yr. term expires 5/31/15

Name:	John K Howard
PhoneNumber:	414-425-6953
EmailAddress:	<u>jkhowardcpa@sbcglobal.net</u>
YearsasResident:	35 years
Alderman:	Distirct 5
ArchitecturalBoard:	0
CivicCelebrations:	0
CommunityDevelopmentAuthority:	0
FinanceCommittee:	1
EnvironmentalCommission:	0
ForwardFranklinEconomicDevelopComm:	0
FairCommission:	0
BoardofHealth:	0
FirePoliceCommission:	0
ParksCommission:	0
LibraryBoard:	0
PlanCommission:	0
PersonnelCommittee:	0
BoardofReview:	0
BoardofPublicWorks:	0
BoardofWaterCommissioners:	0
TechnologyCommission:	0
WasteFacilitySitingCommittee:	0
BoardofZoning:	0
WasteFacilitiesMonitoringCommittee:	0
CompanyNameJob1:	John K Howard CPA
TelephoneJob1:	414-425-6953
StartDateandPositionJob1:	1993-present
EndDateandPositionJob1:	Principal/ Owner (Sole Proprietor)
CompanyNameJob2:	Alluma Tech, Inc
TelephoneJob2:	414-427-4465
StartDateandPositionJob2:	2005-Present
EndDateandPositionJob2:	Vice President & CFO, mbr Board of Directors
CompanyNameJob3:	Sharp Packaging Systems, LLC
TelephoneJob3:	262-546-8815

StartDateandPositionJob3: 1999-2001, 1987-1993, Exec. VP & CFO
EndDateandPositionJob3: Aug 2001
Signature: John K Howard
Date: March 26, 2013
Signature2: John K Howard
Date2: March 26, 2013
Address: 6658 W Robinwood Lane
PriorityListing:

WhyInterested: My background in Accounting and Finance should be useful to the Committee. I now have the time to commit to contribute to the Community. I am a CPA with extensive experience in Financial Management.
CompanyAddressJob1: 6658 W Robinwood Lane Franklin WI 53132
DescriptionofDutiesJob1: Accounting, Financial Consulting, Restructurings, Mergers & Acquisitions, Taxes/ Specialize in Manufacturing, Real Estate, Construction, Wholesale Distribution Industries
AddressJob2: 6754 River Terrace Drive Franklin, WI 53132
DescriptionofDutiesJob2: Supervision of all Financial Functions, Risk Management Company is a national wholesale distributor of neon signs distributed primarily to Brewing Companies Signs are sourced in China and assembled in Long Beach, CA
AddressJob3: W227 N6240 Sussex Road Sussex WI 53089
DescriptionofDutiesJob3: Sharp had about \$2 million in sales when I joined the Company, secured financing for expansion, implemented all financial systems including production management systems, supervised HR function, rejoined the Company to implement restructuring in 1999 and ran the Company while owner took a sabbatical. Repositioned Company in the market place increasing sales 57% in 2 yrs. Implemented formal HR function.
Past Partner in the Milwaukee office of Arthur Young & Company (now Ernst & Young). Past member of Firm's National Committees on Real Estate and Construction Industries. (16 years with AY&Co) Spent two years in Firms National Office in New York in National Office Residency Program 1976-1978. BS-Accounting- Marquette University 1969 Completed Partner Management Development Program- Arthur Young & Company/ Harvard (8 week program) Member of the Board of Directors, Franklin Little League 1981-2012 Charter President of Franklin Jaycees 1981
AdditionalExperience:

ClientIP: 99.2.202.18
SessionID: 4i2e1q45o14v0u55cfcitg45
See Current Results

City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

VOLUNTEER FACT SHEET

Thank-you for your interest in serving on a City Board, Commission, or Committee. In order that consistent information be provided to the Common Council, you are asked to complete the following:

PERSONAL:

Name Ken Skowronski II
Address 7960 30-116th St.
Phone Number 414-981-4384
E-Mail KSKOWRONSKI@MITCHELLAIRPORT.COM
Length of Time a Franklin Resident 44 years
Alderman or District Number District 6

AREA OF INTEREST: Please check the line next to the Board, Commission or Committee or area of greatest interest. If listing more than one, please prioritize your top three choices (3 being least priority).

- | | |
|---|--|
| <input type="checkbox"/> Architectural Review Board | <input type="checkbox"/> Civic Celebrations Commission |
| <input type="checkbox"/> Community Development Authority | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Environmental Commission | <input type="checkbox"/> Forward Franklin Economic Development Comm. |
| <input type="checkbox"/> Fair Commission | <input type="checkbox"/> Board of Health |
| <input type="checkbox"/> Fire and Police Commission | <input checked="" type="checkbox"/> 2 Parks Commission |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> Plan Commission |
| <input type="checkbox"/> Personnel Committee | <input type="checkbox"/> Board of Review |
| <input checked="" type="checkbox"/> / Board of Public Works | <input checked="" type="checkbox"/> 3 Board of Water Commissioners |
| <input type="checkbox"/> Technology Commission | <input type="checkbox"/> Waste Facility Siting Committee |
| <input type="checkbox"/> Board of Zoning and Building Appeals | <input type="checkbox"/> Waste Facilities Monitoring Committee |

Why are you interested in joining this (these) particular Board and/or Commission?

Benefit the community with my experience.

VOLUNTEER OR WORK EXPERIENCE

(Begin with your most recent employment and continue with all past 10 years of employment. Please attach additional paper or include resume, if available.)

Company Name: <i>G.M.I.A. MILW. COUNTY</i>	Address: <i>5800 C.S. HOWELL AVE</i>	Telephone: <i>414-747-5563</i>
Date started: <i>11-07-2005</i>	Starting Position: <i>AIRPORT MAINT. WORKER</i>	
Date left: <i>2-2011 - PRESENT</i>	Position upon leaving: <i>CURRENT, ASSISTANT MAINT. SUPERVISOR</i>	
Description of duties: <i>RESPONSIBLE FOR ALL 3RD SHIFT WORK ON AND OFF AIRPORT GROUNDS. TERMINAL + CONC. INCLD. 32 PEOPLE / COORDINATE ACTIVITIES WITH TRADES + SOME SUB. CONT.</i>		

Company Name: <i>B.S.A.T-314</i>	Address: <i>ST. JAMES CATHOLIC CH.</i>	Telephone: <i>414-761-0480</i>
Date started: <i>9-2002</i>	Starting Position: <i>ASSISTANT SCOUT MASTER</i>	
Date left:	Position upon leaving: <i>CURRENT, SCOUT MASTER 9-03 - PRESENT.</i>	
Description of duties: <i>UNIT LEADER. WORKING WITH BOY YOUTH ON LIFE SKILLS. COORDINATING OUTINGS, TRAINING AND MEETINGS WITH YOUTH TROOP LEADERSHIP AND COMMITTEE MEMBERS.</i>		

Company Name: <i>THREE HARBOURS CONCIL BSA.</i>	Address: <i>MILW.</i>	Telephone: <i>414-774-1776</i>
Date started: <i>1-2004</i>	Starting Position: <i>PROPERTIES COMMITTEE MEMBER.</i>	
Date left:	Position upon leaving:	
Description of duties:		

ADDITIONAL EXPERIENCE OR QUALIFICATIONS: List any other experience, skills, or other qualifications, including hobbies, which you believe should be considered in evaluating your qualifications for volunteering.

BUSINESS OWNER 1998-2008. JOURNEYMAN CARPENTER, A.C.E. (AIRPORT CERTIFIED EMPLOYEE C.R. - (CERTIFIED REMODELER))

I am aware that all of the information provided and this document itself is a public record which will be released to a requestor; that I authorize such release and that I waive any right to any notice of such release and/or any right of notice to augment the information provided upon this document upon such request or release.

Signature: _____

[Handwritten Signature]

Date: *3-2-13*

F.I.



March 28, 2013

Mayor Thomas Taylor
9229 West Loomis Road
Franklin, WI 53132

RECEIVED
CITY OF FRANKLIN
2013 APR 10 PM 3:51

Dear Tree City USA Supporter,

On behalf of the Arbor Day Foundation, I write to congratulate Franklin on earning recognition as a 2012 Tree City USA. Residents of Franklin ought to be proud to live in a community that makes the planting and care of trees a priority.

Your community joins more than 3,400 Tree City USAs, with a combined population of 140 million. The Tree City USA program is sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and the National Association of State Foresters.

As a result of your commitment to effective urban forest management, you already know that trees are vital to the public infrastructure of cities and towns throughout the country, providing numerous environmental, social and economic benefits. In fact, trees are the one piece of community infrastructure that actually increases in value over time.

We hope you are excited to share this accomplishment. Enclosed in this packet is a press release for your convenience as you prepare to contact local media and the public. If you wish to receive an electronic version of the release, please email Sean Barry, Director of Media Relations at sbarry@arborday.org and we will reply with a copy within one business day.

State foresters are responsible for the presentation of the Tree City USA flag and other materials. We will forward information about your awards to Kim Sebastian in your state forester's office to coordinate presentation. It would be especially appropriate to make the Tree City USA award a part of your community's Arbor Day ceremony.

Again, we celebrate your commitment to the people and trees of Franklin and thank you for helping to create a healthier planet for all of us.

Best Regards,

A handwritten signature in cursive script, appearing to read "John Rosenow".

John Rosenow
Chief Executive

cc: Jerry Schaefer

enclosure

For more information, contact:
Sean Barry, 402-473-9563
sbarry@arborday.org



FOR IMMEDIATE RELEASE:

Arbor Day Foundation Names Franklin Tree City USA

Franklin, WI was named a 2012 Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management. This is the 12th year Franklin has earned the national designation.

Franklin achieved Tree City USA recognition by meeting the program's four requirements: a tree board or department, a tree-care ordinance, an annual community forestry budget of at least \$2 per capita and an Arbor Day observance and proclamation.

The Tree City USA program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters.

"Everyone benefits when elected officials, volunteers and committed citizens in communities like Franklin make smart investments in urban forests," said John Rosenow, founder and chief executive of the Arbor Day Foundation. "Trees bring shade to our homes and beauty to our neighborhoods, along with numerous economic, social and environmental benefits."

Cleaner air, improved storm water management, energy savings and increased property values and commercial activity are among the benefits enjoyed by Tree City USA communities.

More information on the program is available at arborday.org/TreeCityUSA.

About the Arbor Day Foundation: The Arbor Day Foundation is a nonprofit conservation and education organization of one million members, with the mission to inspire people to plant, nurture and celebrate trees. More information on the Foundation and its programs can be found at arborday.org, or by visiting us on [Facebook](#), [Twitter](#) or our [blog](#).

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/16/2013
REPORTS & RECOMMENDATIONS	Request from Police Department to approve 5-year lease agreement for NICE Recording eXpress Digital Voice Logging System	ITEM NUMBER <i>G.I.</i>

BACKGROUND AND ANALYSIS

The lease for the current computer based recording system that is used to record 911 and regular telephone calls at the Police Department and radio transmissions for both the Fire and Police Departments, expires at the end of April 2013. In checking into renewing the lease agreement, it was found that the old system will no longer be supported and that an upgrade is required. The current company, Word Systems, Inc. offered a lease agreement on an upgraded system that will actually cost less per year than our current agreement and is substantially less than purchasing the system and annual maintenance/support.

Old lease agreement for NICECall Focus III Recording System:

- From Word Systems, Inc.
- Five (5) year agreement since 2008 (signed in 12/2007)
- Lease expires 04/2013
- \$7007.67 in 2012 (budgeted as part of PD Sundry Account)
- Software is no longer supported
- Lease financing is with Fleetwood Financial

New lease agreement for NICE Recording eXpress Digital Voice Logging System:

- From the same company, Word Systems, Inc.
- Five (5) year agreement
- Is a required software upgrade as the old software will no longer be supported
- \$6,775.00 per year for 5 years (budgeted as part of PD Sundry Account)
- Total for 5 years - **\$33,875.00**
- Lease financing is through a different institution, Brentwood Capital Solutions and Kansas State Bank

Purchase of NICE Recording eXpress Digital Voice Logging System:

- From the same company, Word Systems, Inc.
- Software purchase - \$30,521.00
- Maintenance/ support for 5 years- \$14, 644.00 (Year 1 is covered by the warranty, \$3,661.00 per year for Years 2-5)
- Total for 5 years - **\$45,165.00**

OPTIONS

Accept the new lease agreement or decline the new lease agreement and purchase the system.

RECOMMENDATIONS

The recommendation is to accept the new lease agreement with Word Systems, Inc. through Brentwood Capital Solutions and Kansas State Bank.

After conversations with Finance, the following Budget recommendations are also made:

The 2013 Police Department Budget contemplated this cost (Sundry Contractors, Account #: 01.211.0000.5299). Due to the structure of this transaction:

- The General Fund Contingency be increased by \$7,000 and the Police Department Sundry Contractors be reduced by the same \$7,000.
- The Capital Outlay Contingency fund be reduced by \$30,521 and the Police Capital Outlay be increased by \$30,521. The proposed transaction is that of a 'purchase' in the form of a capital lease, thus belonging in the Capital Outlay Fund.

FISCAL NOTE

The Common Council should also take note that by consummating this transaction the City will be limited to further Tax Exempt Borrowing of \$9,969,479 for the balance of 2013. This could be an issue should a bonding proposal (such as Tax Exempt Industrial Development Bonds) come forward later in 2013 involving an amount greater than \$9,969,479. None is currently contemplated.

COUNCIL ACTION REQUESTED

Motion to accept the new lease agreement with Word Systems, Inc. through Brentwood Capital Solutions and Kansas State Bank for the NICE Recording eXpress Digital Voice Logging System as recommended by the Police Department and as described in the Council Action Sheet for this meeting.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">04/16/13</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION CONDITIONALLY APPROVING A 4 LOT CERTIFIED SURVEY MAP, BEING LOT 1 CERTIFIED SURVEY MAP NO. 7720, AND OUTLOT 3 AND OUTLOT 4 OF BERKSHIRE ADDITION NO. 1, ALL LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 2, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC./JEFFREY J. JENSEN AND SUZANNE K. JENSEN LIVING TRUST AND CREATIVE HOMES, INC., OWNERS) (APPROXIMATELY 6600 SOUTH 51ST STREET AND OUTLOTS 3 AND 4 OF BERKSHIRE ADDITION NO. 1)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.2.</i></p>

At the regular meeting of the Plan Commission on April 4, 2013, the following action was approved: move to grant a modification to the 60 foot frontage requirement of §15-5.0101B.1. of the Unified Development Ordinance and allow for a 53.08 foot frontage for each of Lots 2 and 3, pursuant to §15-9.0310 of the Unified Development Ordinance, finding by the greater weight of the evidence, that historical City planning for the lots to be created here and in anticipation of same, the Developer's historical installation of laterals for each of the lots to be created support a variance as being exceptional circumstances, support the interested parties' property rights, and will not impair adjacent property or violate the spirit of the Unified Development Ordinance or the public interest.

At their meeting on April 4, 2013, the Plan Commission also recommended approval of a resolution conditionally approving a 4 Lot Certified Survey Map, being Lot 1 Certified Survey Map No. 7720, and Outlot 3 and Outlot 4 of Berkshire Addition No. 1, all located in the Southwest 1/4 or the Northeast 1/4 Section 2, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Rick J. Przybyla, President of Creative Homes, Inc./Jeffrey J. Jensen and Suzanne K. Jensen Living Trust and Creative Homes, Inc. owners) (approximately 6600 South 51st Street and Outlots 3 and 4 of Berkshire Addition No. 1)

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2012-_____, conditionally approving a 4 Lot Certified Survey Map, being Lot 1 Certified Survey Map No. 7720, and Outlot 3 and Outlot 4 of Berkshire Addition No. 1, all located in the southwest 1/4 of the northeast 1/4 Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Rick J. Przybyla, President of Creative Homes, Inc./Jeffrey J. Jensen and Suzanne K. Jensen Living Trust and Creative Homes, Inc. owners) (approximately 6600 South 51st Street and Outlots 3 and 4 of Berkshire Addition No. 1)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2013-_____

A RESOLUTION CONDITIONALLY APPROVING A 4 LOT CERTIFIED SURVEY MAP, BEING LOT 1 CERTIFIED SURVEY MAP NO. 7720, AND OUTLOT 3 AND OUTLOT 4 OF BERKSHIRE ADDITION NO. 1, ALL LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 2, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC./JEFFREY J. JENSEN AND SUZANNE K. JENSEN LIVING TRUST AND CREATIVE HOMES, INC., OWNERS)
(APPROXIMATELY 6600 SOUTH 51ST STREET AND OUTLOTS 3 AND 4 OF BERKSHIRE ADDITION NO. 1)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being Lot 1 Certified Survey Map No. 7720, and Outlot 3 and Outlot 4 of Berkshire Addition No. 1, all located in the Southwest 1/4 of the Northeast 1/4 of Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at approximately 6600 South 51st Street and Outlots 3 and 4 of Berkshire Addition No. 1, bearing tax key nos. 712-0189-000, 712-0186-000 and 712-0187-000, Rick J. Przybyla, President of Creative Homes, Inc., applicant; said certified survey map having been reviewed by the City of Franklin Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and City of Franklin Plan Commission recommendation, and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Rick J. Przybyla, President of Creative Homes, Inc., as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development

RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC. – CERTIFIED
SURVEY MAP
RESOLUTION NO. 2013-_____

Page 2

and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

3. Pursuant to §236.13(1) and (2), and §236.45, Stats., pertaining to conditions of land division approvals and the provision of public improvements reasonably necessary, and the local regulation of land division, respectively, and §15-9.0309 of the Unified Development Ordinance, pertaining to required improvements and the financial security to be provided therefore as conditions of certified survey map approval, the required improvements prescribed in the Unified Development Ordinance for land divisions are required as a condition of the approval of the Certified Survey Map for Rick J. Przybyla, President of Creative Homes, Inc./Jeffrey J. Jensen and Suzanne K. Jensen Living Trust and Creative Homes, Inc.; a Development Agreement (“Subdivider’s Agreement”), as may be approved by the Common Council upon the recommendation of the City Engineer and as secured by a letter of credit in form as approved by the City Attorney, shall provide for the furnishing, construction and installation of the required improvements and such other matters as set forth therein, and shall be entered into and executed by Rick J. Przybyla, President of Creative Homes, Inc. or successors and assigns prior to the recording of the Certified Survey Map.
4. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
5. Rick J. Przybyla, President of Creative Homes, Inc., successors and assigns, and any developer of the Creative Homes, Inc. 4 lot certified survey map project, 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, 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.
6. The approval granted hereunder is conditional upon Rick J. Przybyla, President of Creative Homes, Inc. and the 4 lot certified survey map project for the property located at approximately 6600 South 51st Street and Outlots 3 and 4 of Berkshire

RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC. – CERTIFIED
SURVEY MAP
RESOLUTION NO. 2013-_____

Page 3

Addition No. 1: (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.

7. A Letter of Certification for the Berkshire Subdivision stormwater pond, which will serve Lots 2, 3 and 4 of the proposed Certified Survey Map, shall be submitted to the Engineering Department for review and approval by staff, prior to the recording of the Certified Survey Map.
8. A Final Grading Plan, with a note for every lot which reads, "Add 1-step to garage", shall be submitted to the Engineering Department for review and approval by staff and review of site drainage for Lots 2, 3 and 4, prior to the recording of the Certified Survey Map.
8. The location of the drainage easement being vacated shall be depicted on the Certified Survey Map, prior to the recording of the Certified Survey Map.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owners, Jeffrey J. Jensen and Suzanne K. Jensen Living Trust and Creative Homes, Inc., be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owners, Jeffrey J. Jensen and Suzanne K. Jensen Living Trust and Creative Homes, Inc., with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC. – CERTIFIED
SURVEY MAP
RESOLUTION NO. 2013- _____
Page 4

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



City of Franklin
Attn: Orrin Sumwalt
9229 W. Loomis Road
Franklin, WI 53132

RE: LETTER OF INTENTION – CSM & PROJECT DESCRIPTION

Dear Orrin,

This letter is being written regarding our application for a Certified Survey Map for the parcel located at 6600 South 51st Street and the west end of South 50th Street in Berkshire Subdivision.

Our intent is to create a four lot Certified Survey Map (CSM), which would consist of three residential vacant lots, (lots 2, 3 and 4) along with a conforming lot for the existing home owned by Jeff and Sue Jensen (lot 1). This will be achieved by combining Outlots that are currently owned personally by me.

As requested at our last meeting, a sketch of our proposed layout for lot 4 of the CSM is included for your review. I only showed the home on Lot 4 as an example of what would be able to be built on this lot. The Home size will meet the current requirements in the recorded Declarations of Restrictions for Berkshire Subdivision Addition 1 and 2. These requirements are currently listed as:

1. One Story – no less than 1,800 square feet
 2. One and one-half story – no less than 2,100 square feet
 3. Two story – no less than 2,100 square feet with 1,000 square feet on the first floor.
- These restrictions are subject to the minimum floor area requirements and other applicable provision of the City of Franklin Zoning ordinance.

Looking forward to working with you in the future.

Sincerely,

A handwritten signature in black ink that reads "Rick J. Przybyla". The signature is written in a cursive, flowing style.

Rick J. Przybyla
Owner / President

Franklin

MAR 25 2013

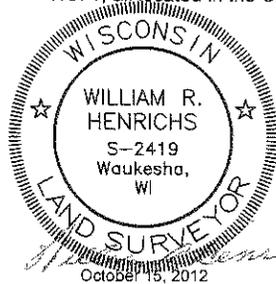
City Development

"A Builder of Quality Homes & Developments"

9244 West Grandview Court • Franklin, WI 53132 • Phone: 414.529.0958 • Fax: 414.529.4032

CERTIFIED SURVEY MAP NO. _____

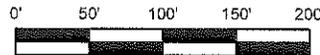
Being Lot 1 CERTIFIED SURVEY MAP NO. 7720, and Outlot 3 and Outlot 4 of BERKSHIRE ADDITION NO. 1, all located in the Southwest 1/4 of the Northeast 1/4 Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.



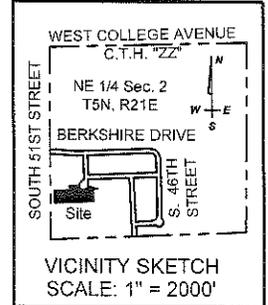
Revised December 27, 2012
Revised January 29, 2013
Revised February 13, 2013

Bearings refer to Grid North of the Wisconsin State Plane Coordinate System Grid, South Zone per N.A.D. 27. The West line of the Northeast 1/4 of Section 2, Township 5 North, Range 21 East has a reference bearing of N 00°01'08" W. (December 2011 C SSD)
Tax Key Numbers: 7120187000, 7120186000 & 7120189000

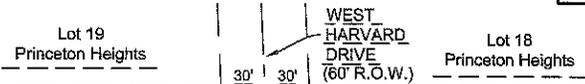
GRAPHIC SCALE



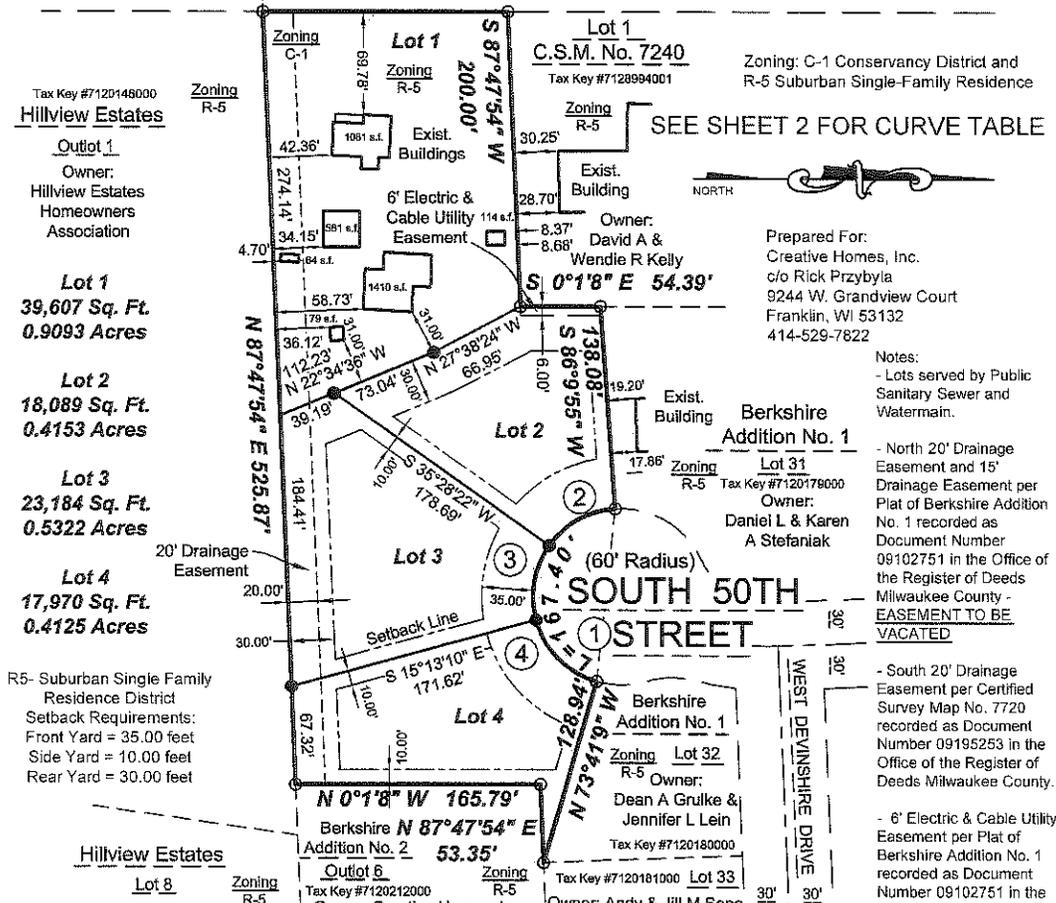
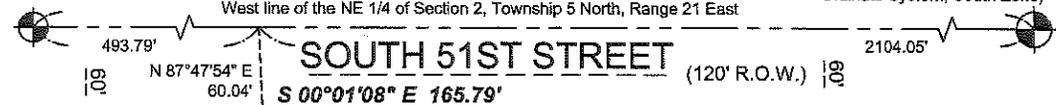
1 INCH = 100 FEET



SW Corner, NE 1/4 Sec. 2, T5N, R21E (Conc. mon. w/ brass cap) N 343,047.78 E 2,541,223.33 (Wisconsin State Plane Coordinate System, South Zone)



NW Corner, NE 1/4 Sec. 2, T5N, R21E (Conc. mon. w/ brass cap) N 345,645.38 E 2,541,222.47 (Wisconsin State Plane Coordinate System, South Zone)



Tax Key #7120148000
Hillview Estates
Outlot 1
Owner: Hillview Estates Homeowners Association

Lot 1
39,607 Sq. Ft.
0.9093 Acres

Lot 2
18,089 Sq. Ft.
0.4153 Acres

Lot 3
23,184 Sq. Ft.
0.5322 Acres

Lot 4
17,970 Sq. Ft.
0.4125 Acres

R5- Suburban Single Family Residence District
Setback Requirements:
Front Yard = 35.00 feet
Side Yard = 10.00 feet
Rear Yard = 30.00 feet

Lot 1
C.S.M. No. 7240
Tax Key #7128994001
Zoning: C-1 Conservancy District and R-5 Suburban Single-Family Residence
SEE SHEET 2 FOR CURVE TABLE

Owner: David A & Wendie R Kelly
S 0°18' E 54.39'

Lot 2
Owner: Daniel L & Karen A Stefaniak
Tax Key #7120178000
Zoning: R-5
Berkshire Addition No. 1
Lot 31
EASEMENT TO BE VACATED

Lot 3
Lot 4
Berkshire Addition No. 1
Lot 32
Zoning: R-5
Owner: Dean A Grulke & Jennifer L Lein
Tax Key #7120180000

Outlot 6
Tax Key #7120212000
Owner: Creative Homes, Inc.
Lot 8
Zoning: R-5
Lot 33
Tax Key #7120181000
Owner: Andy & Jill M Song

Prepared For: Creative Homes, Inc.
c/o Rick Przybyla
9244 W. Grandview Court
Franklin, WI 53132
414-529-7822

Notes:
- Lots served by Public Sanitary Sewer and Watermain.
- North 20' Drainage Easement and 15' Drainage Easement per Plat of Berkshire Addition No. 1 recorded as Document Number 09102751 in the Office of the Register of Deeds Milwaukee County - EASEMENT TO BE VACATED

- South 20' Drainage Easement per Certified Survey Map No. 7720 recorded as Document Number 09185253 in the Office of the Register of Deeds Milwaukee County.
- 6' Electric & Cable Utility Easement per Plat of Berkshire Addition No. 1 recorded as Document Number 09102751 in the Office of the Register of Deeds Milwaukee County.

DAAR ENGINEERING, INC.
ENGINEERS PLANNERS SURVEYORS
518 West Cherry Street, Milwaukee, WI 53212
PHONE (414) 604-0674 FAX (414) 604-0677
www.daarcorp.com

Notes:
○ Denotes 1" iron pipe found
● Denotes 1" x 24" iron pipe set, 1.68 lbs. per lin. ft.
This instrument drafted by William R. Henrichs, RLS S-2419
Job Number: 120288
October 15, 2012
Sheet 1 of 4 Sheets

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 CERTIFIED SURVEY MAP NO. 7720, and Outlot 3 and Outlot 4 of BERKSHIRE ADDITION NO. 1, all located in the Southwest 1/4 of the Northeast 1/4 Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, William R. Henrichs, Registered Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided Lot 1 CERTIFIED SURVEY MAP NO. 7720, and Outlot 3 and Outlot 4 of BERKSHIRE ADDITION NO. 1, all located in the Southwest 1/4 of the Northeast 1/4 Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of said Northeast 1/4;
Thence S 00°01'08" E along the West line of said Northeast 1/4, a distance of 2104.05 feet;
Thence N 87°47'54" E, 60.04 feet to the East line of South 51st Street and the Point of Beginning;
Thence N 87°47'54" E, 525.87 feet along the South line of Certified Survey Map No. 7720;
Thence N 00°01'08" W along the East line of said Certified Survey Map, 165.79 feet;
Thence N 87°47'54" E along the South line of Berkshire Addition No. 1, a distance of 53.35 feet;
Thence N 73°41'09" W along the South line of Lot 32, Berkshire Addition No. 1, a distance of 128.94 feet to the Easterly line of South 50th Street and a point on a curve;
Thence Westerly 167.40 feet along the arc of a curve with a 60.00 foot radius to the Northwest and a chord bearing N 83°45'37" W, 118.15 feet;
Thence S 86°09'55" W along the South line of Lot 31, Berkshire Addition No. 1, a distance of 138.08 feet to the East line of Lot 1, Certified Survey Map No. 7240;
Thence S 00°01'08"E, 54.39 feet along said East line;
Thence S 87°47'54" W along the South line of said Certified Survey Map, 200.00 feet to the East line of South 51st Street;
Thence S 00°01'08" E along said East line, 165.79 feet to the Point of Beginning.
Said lands containing 98,850 square feet, 2.2693 acres.

That I have made such survey, land division and map by the direction of Creative Homes, Inc., and Jeffrey J. & Suzanne K. Jensen Living Trust, owners of said land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of s.236.34 of the Wisconsin State Statutes and the City of Franklin Unified Development Ordinance Division - 15 in surveying, mapping and dividing the same.

October 15, 2012
Date
Revised December 27, 2012
Revised January 29, 2013
Revised February 13, 2013



William R. Henrichs
William R. Henrichs
Registered Land Surveyor, S-2419

MAIN CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD	CENTRAL ANGLE	CHORD BEARING
1	60.00'	167.40'	118.15'	159°51'04"	N 83°45'37" W
2	60.00'	53.08'	51.37'	50°41'33"	S 29°10'52" E
3	60.00'	53.08'	51.37'	50°41'33"	S 79°52'24" E
4	60.00'	61.24'	58.60'	58°27'58"	N 45°32'50" E



DAAR
ENGINEERING, INC.
ENGINEERS PLANNERS SURVEYORS
518 West Cherry Street, Milwaukee, WI 53212
PHONE (414) 604-0674 FAX (414) 604-0677
www.daarcorp.com

This instrument drafted by
William R. Henrichs, RLS S-2419
Job Number: 120288
October 15, 2012
Sheet 2 of 4 Sheets

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 CERTIFIED SURVEY MAP NO. 7720, and Outlot 3 and Outlot 4 of BERKSHIRE ADDITION NO. 1, all located in the Southwest 1/4 of the Northeast 1/4 Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

As owners, we hereby certify that we caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of the City of Franklin Unified Development Ordinance Division - 15. We also certify that this certified survey map is required by s.236.10 or s.236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- 1. City of Franklin

IN WITNESS WHEREOF,

Creative Homes, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin has caused these presents to be signed by Rick J. Przybyla, its President, and its company seal to be hereunto affixed on this _____ day of _____, 2013.

In the presence of: Creative Homes, Inc.

Rick J. Przybyla, President

IN WITNESS WHEREOF,

Jeffrey J. & Suzanne K. Jensen Living Trust, existing under and by virtue of the laws of the State of Wisconsin, has caused these presents to be signed by Jeffrey J. Jensen, trustee, and Suzanne K. Jensen, trustee, on this _____ day of _____, 2013.

In the presence of: Jeffrey J. & Suzanne K. Jensen Living Trust

Jeffrey J. Jensen - Trustee

Suzanne K. Jensen - Trustee

STATE OF WISCONSIN) _____ COUNTY) SS

Personally came before me this _____ day of _____, 2013, Rick J. Przybyla, President, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public

Name: _____

State of Wisconsin - My Commission Expires: _____

STATE OF WISCONSIN) _____ COUNTY) SS

PERSONALLY came before me this _____ day of _____, 2013, Jeffrey J. Jensen, trustee, and Suzanne K. Jensen, trustee, of the above named Living Trust, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

Name: _____

State of Wisconsin - My Commission Expires: _____



October 15, 2012

Revised December 27, 2012
Revised January 29, 2013
Revised February 13, 2013

DAAR
ENGINEERING, INC.
ENGINEERS PLANNERS SURVEYORS
518 West Cherry Street, Milwaukee, WI 53212
PHONE (414) 604-0674 FAX (414) 604-0677
www.daarcorp.com

This instrument drafted by
William R. Henrichs, RLS S-2419

Job Number: 120288
October 15, 2012
Sheet 3 of 4 Sheets

CERTIFIED SURVEY MAP NO. _____

Being Lot 1 CERTIFIED SURVEY MAP NO. 7720, and Outlot 3 and Outlot 4 of BERKSHIRE ADDITION NO. 1, all located in the Southwest 1/4 of the Northeast 1/4 Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of Franklin by Resolution No. _____ Signed this _____ day of _____, 2013.

Date _____ Thomas M. Taylor, Mayor

Date _____ Sandra L. Wesolowski, City Clerk

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this certified survey map and does hereby consent to the above certification of owners.

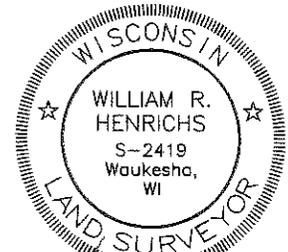
IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its President, and its corporate seal to be hereunto affixed this _____ day of _____, 2013.

Date _____ President _____

STATE OF WISCONSIN) _____ COUNTY) SS

Personally came before me this _____ day of _____, 2013, _____ to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public Name: _____ State of Wisconsin My Commission Expires: _____



October 15, 2012 Revised December 27, 2012 Revised January 29, 2013 Revised February 13, 2013



Specs:

- 2,260 Square Feet
- 4 Bedroom
- 2.5 Bath
- 3 Car Garage

Franklin

MAR 25 2013

City Development

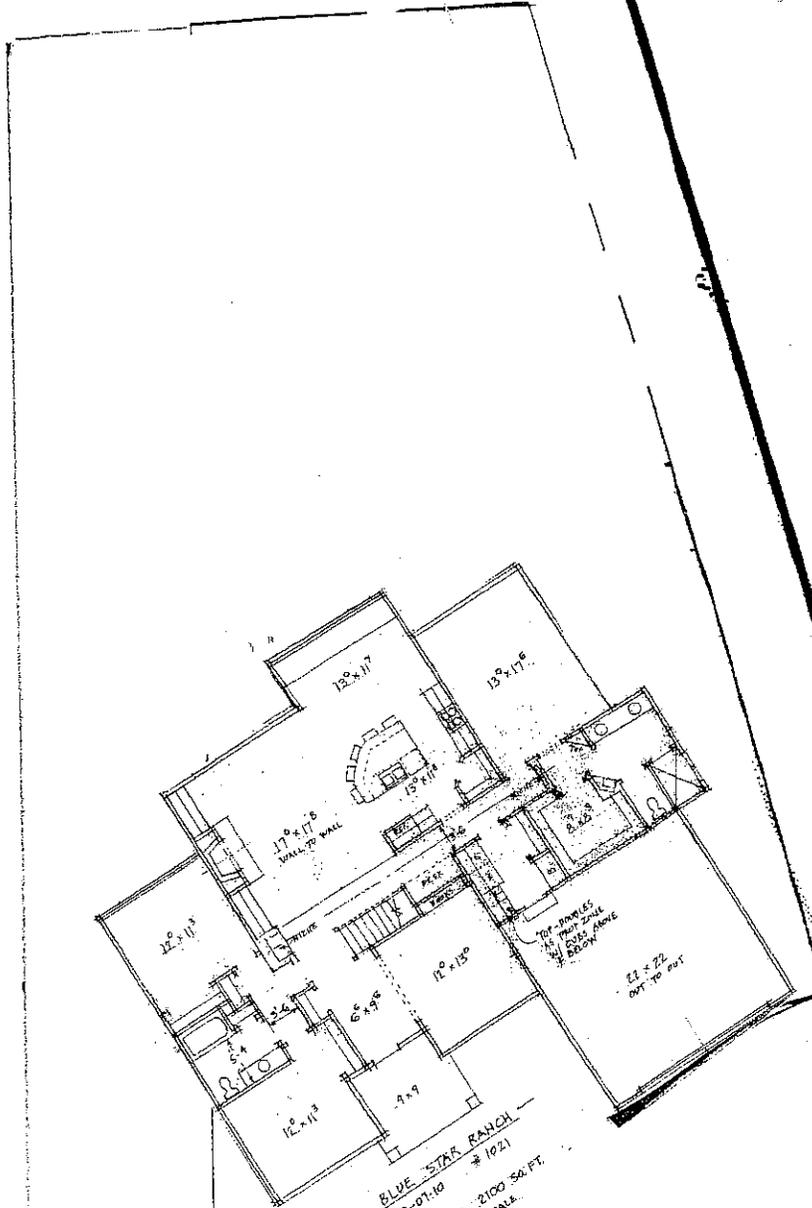


20'

Franklin

MAR 25 2013

City Development



15'
EASTING



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of April 4, 2013

Certified Survey Map

RECOMMENDATION: Department of City Development staff recommends approval of the 4-lot Certified Survey Map for properties located at approximately 6600 South 51st Street, subject to the conditions of approval in the attached draft Resolution.

Project Name:	Creative Homes, Inc. Certified Survey Map
Project Address:	Approximately 6600 South 51 st Street
Property Owner:	Jeffrey J. & Suzanne K. Jensen Living Trust and Creative Homes, Inc.
Applicant:	Creative Homes, Inc.
Current Zoning:	R-5 Suburban Single-Family Residence District and C-1 Conservancy District
2025 Comprehensive Master Plan:	Residential
Use of Surrounding Properties:	Single-family residential to the north, south, east and west.
Applicant's Action Requested:	Recommendation to the Common Council for approval of the proposed Certified Survey Map

INTRODUCTION:

Please note:

- Staff recommendations are underlined, in italics and are included in the draft Resolution.

The applicant is seeking approval of a 4-lot Certified Survey Map (CSM) for properties located at approximately 6600 South 51st Street. The proposed CSM will modify the boundaries of 6600 South 51st Street and Outlots 3 and 4 of the Berkshire Addition No. 1 Subdivision. The result will be three new single-family lots meeting the requirements of the R-5 Suburban Single-Family Residence District. Lot 1 of the proposed CSM encompasses the remnant portion of 6600 South 51st Street, which is owned by the Jeffrey J. & Suzanne K. Jensen Living Trust.

PROJECT DESCRIPTION AND ANALYSIS:

Lot 1 of the proposed Certified Survey Map (CSM) has an area of 39,607 square feet (approximately 0.91 acres) and encompasses the remnant portion of 6600 South 51st Street. Lot 1 contains the existing Jensen residence, several accessory structures and a small ribbon of C-1 zoning located in the southwest corner of the property. Lots 2, 3 and 4 have areas of 18,089 square feet (approximately 0.42 acres), 23,184 square feet (approximately 0.53 acres) and 17,970 square feet (approximately 0.41 acres) respectively and are all vacant.

All four lots of the proposed Certified Survey Map (CSM) meet the minimum 13,000 square feet lot area and the minimum 90 foot lot width at setback line as required by Table 15-3.0206, R-5 Suburban Single-Family Residence District Development Standards, of the City of Franklin Unified Development Ordinance. A shed on the Jensen's property which once straddled the boundary between Lots 1 and 2 of the proposed CSM has been removed. The remaining accessory structures on Lot 1 of the proposed CSM meet the required setbacks of the R-5 Suburban Single-Family Residence District.

The applicant provided best available natural resource information for the subject lands and a letter from Dave Meyer of Wetland & Waterway Consulting, LLC dated November 18, 2005. The letter from Mr. Meyer was prepared for 6600 South 51st Street for a previous Certified Survey Map (CSM), CSM No. 7720. Mr. Meyer's letter states 6600 South 51st Street does not contain a navigable waterway, young or mature woodlands, or any endangered, threatened, or special concern vegetative species. Additional information provided to staff includes SEWRPC mapping and a WDNR Wetland Inventory Map. The SEWRPC data does not identify any significant environmental features on the subject parcels. Likewise, the WDNR data does not identify any wetlands on the subject parcels. Staff concurs there are no protected natural resource features present on the subject lands.

The applicant has not addressed all of the Engineering Department's staff comments at the time of this report. For this reason, the Engineering Department has the following recommendations;

- Staff recommends the applicant submit a Letter of Certification for the Berkshire Subdivision stormwater pond, which will serve Lots 2, 3 and 4 of the proposed Certified Survey Map, to the Engineering Department for review and approval by staff, prior to the recording of the Certified Survey Map.
- Staff recommends the applicant submit a Final Grading Plan, with a note for every lot which reads, "Add 1-step to garage", to the Engineering Department for review and approval by staff, prior to the recording of the Certified Survey Map.
- Staff recommends the applicant depict the location of the drainage easement being vacated on the Certified Survey Map, prior to the recording of the Certified Survey Map.

STAFF RECOMMENDATION:

Department of City Development staff recommends approval of the 4-lot Certified Survey Map for properties located at approximately 6600 South 51st Street, subject to the conditions of approval in the attached draft Resolution.

APPROVAL <i>See</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 4/16/13
Reports & Recommendations	SUBJECT: Resolution authorizing certain officials to execute a Subdivision Development Agreement with the developer of the Berkshire Certified Survey Map	ITEM NO. <i>G.3.</i>

BACKGROUND

Pursuant to the approval of the Berkshire Certified Survey Map by the Planning Commission at their regular meeting of April 4, 2013, a subdivision development was required as a condition of approval which will provide for street tree planting and the grading of the property.

ANALYSIS

Staff has drafted the development agreement for review and approval of the Common Council.

OPTIONS

Approve
or
Table

FISCAL NOTE

None

RECOMMENDATION

Motion to adopt Resolution No. 2013- _____ a resolution authorizing certain officials to execute a Subdivision Development Agreement with the developer of the Berkshire Certified Survey Map

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2013- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
SUBDIVISION DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF
BERKSHIRE CERTIFIED SURVEY MAP

WHEREAS, the Planning Commission at its regular meeting on April 4, 2013 recommended approval of the Berkshire Certified Survey Map subject to the execution of a Subdivision Development Agreement, and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development of the development known as Berkshire Certified Survey Map, and

WHEREAS, the developer of the Certified Survey Map is willing to proceed with the installation of the improvements provided for in the subdivision development agreement.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Subdivision Development Agreement on behalf of the City with the developer of the Berkshire Certified Survey Map.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Subdivision Development Agreement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2013 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2013.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

JMB/db

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

BERKSHIRE CERTIFIED SURVEY MAP

APRIL 2013

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
BERKSHIRE CERTIFIED SURVEY MAP**

ARTICLES OF AGREEMENT made and entered into this _____ day of _____ 2013, by and between Creative Homes, Inc., a Wisconsin Corporation, hereinafter called the "Subdivider" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Subdivider desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "CERTIFIED SURVEY MAP"), and for that purpose cause the installation of certain public improvements, hereinafter described in this agreement and the exhibits hereto (the "Improvements"), and

WHEREAS, Sections 236.13(2)(a), 236.13(2)(b) and 236.13(2)(c), Wis. Stats. and Chapter 15-9.0300 of the City of Franklin Municipal Code, provide that as a condition of approving the CERTIFIED SURVEY MAP, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the Planned CERTIFIED SURVEY MAP Development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Letter of Credit approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time, and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Subdivision and normally there would be a considerable delay in the installation of the Improvements unless this Agreement is entered into by the parties, and

WHEREAS, the City believes that the orderly planned Subdivision of the CERTIFIED SURVEY MAP will best promote the health, safety and general welfare of the community, and hence is willing to approve the CERTIFIED SURVEY MAP provided the Subdivider proceed with the installation of the Improvements in the CERTIFIED SURVEY MAP, on the terms and conditions set forth in this Agreement and the exhibits attached hereto.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The legal description of the CERTIFIED SURVEY MAP is set forth on attached Exhibit "A".
2. The Improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Subdivider shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Subdivider shall take bids, and award contracts (the "Improvements Contracts") for and install all of the Improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".
4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is Fourteen Thousand, Eight Hundred Fifty Nine and /100 Dollars as itemized in attached Exhibit "D".

5. To assure compliance with all of Subdivider's obligations under this Agreement, the Subdivider shall file with the City a Letter of Credit (the "Letter of Credit") or escrow deposit in the initial amount of \$ 14,859 representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Letter of Credit may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Letter of Credit equals the total amount remaining for Improvements Costs pertaining to Improvements for which Subdivider has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Letter of Credit shall be issued by a bank or other financial institution (the "Surety Issuer") reasonably satisfactory to the City (the "Beneficiary") in a form satisfactory to the City Attorney. Failure to file the Letter of Credit within ten (10) days after written demand by the City to the Subdivider shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City of and payment by Subdivider for all the completed Improvements, the Letter of Credit shall be surrendered by the City to the Subdivider, and thereafter the Subdivider shall have no further obligation to provide the Letter of Credit to the City under this Paragraph 5, except as set forth under Paragraph 13 below.
6. In the event the Subdivider fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, the Surety Issuer shall make the said payments to the Contractor within five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Issuer at the address indicated on the Letter of Credit, with a copy to the Subdivider, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer.

In addition, the City Engineer may demand that the Letter of Credit be extended from time to time to provide that the Letter of Credit be in force until such time that all Improvements have been installed and accepted through the one (1) year guarantee period. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Subdivider. If said Letter of Credit is not extended for a minimum of a one (1) year period prior to expiration date of the Letter of Credit, the Surety Issuer shall make payment of the remaining balance of the Letter of Credit to the City to be placed as an escrow deposit.

Any funds remaining in such escrow deposit after all of the Subdivider's obligations hereunder have been fully paid for, satisfied and completed, shall be returned to the Subdivider upon the City's receipt of the written consent of the Surety Issuer.

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Subdivider to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.
8. The Subdivider agrees that it shall be fully responsible for all the Improvements in the CERTIFIED SURVEY MAP and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Subdivider. The Subdivider's obligations under this Paragraph 8 as to any Improvement terminates upon acceptance of that Improvement by the City.

9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the CERTIFIED SURVEY MAP from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the CERTIFIED SURVEY MAP, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Subdivider or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Subdivider shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Subdivider promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12 below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider,
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors,
 - (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period,
 - (d) the violation by the Subdivider or by any of said subcontractors of any law, rule, regulation, order or ordinance, or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Subdivider hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider will provide to the City a Letter of Credit equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Letter of Credit shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Letter of Credit maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Letter of Credit shall be a partial continuation of, and not in addition to, the Letter of Credit described in Paragraph 5 above.
14. (a) The Subdivider shall not commence work on the Improvements until it has obtained all insurance coverages required under this Paragraph 14 and has filed certificates thereof with the City:
 - (1) **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE** - Coverage shall protect the Subdivider and all subcontractors retained by the Subdivider during the Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Subdivider or by any subcontractor retained by the Subdivider or by anyone directly or indirectly employed by either the Subdivider or any such subcontractor. The City shall be

named as an additional insured on all such insurance coverage under this Paragraph 14(a)(1) and Paragraph 14(a)(2). The amounts of such insurance coverage shall be as follows:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence \$1,000,000 Aggregate
Property Damage	\$500,000 Per Occurrence \$500,000 Aggregate

- (2) COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE - Insurance coverage for the operation of owned, hired and non-owned motor vehicles shall be in the following amounts:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence
Property Damage	\$500,000 Per Occurrence

- (b) The Subdivider shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.
15. The Subdivider shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the CERTIFIED SURVEY MAP and that no future lot assessments or other types of special assessments of any kind will be made against the CERTIFIED SURVEY MAP by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of Sections 236.13(2)(a), 236.13(2)(b), and 236.13(2)(c) Wis. Stats.
18. Penalties for Subdivider's failure to perform any or all parts of this Agreement shall be in accordance with Section 21.40 of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Subdivider's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Subdivider shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Subdivider remains liable hereunder.

[The remainder of this page is intentionally left blank. Signatures are on the following page.]

WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said parties of the second party have caused these presents to be duly executed by Thomas M. Taylor, Mayor and Sandra L. Wesolowski, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF: Creative Homes, Inc.

By: _____
Rick J. Przybyla, President

Party of the First Part

STATE OF WISCONSIN)ss.
_____ COUNTY)

This instrument was acknowledged before me on _____ (date) by Rick J. Przybyla as president of Creative Homes, Inc.

Notary Public, _____ County, WI
My commission expires: _____

CITY OF FRANKLIN

By: _____
Name: Thomas M. Taylor
Title: Mayor

COUNTERSIGNED:

By: _____
Name: Sandra L. Wesolowski
Title: City Clerk

Parties of the Second Part

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2013, the above named Thomas M. Taylor, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution File No. _____, adopted by its Common Council on this _____ day of _____, 2013.

Notary Public, Milwaukee County, WI
My commission expires: _____

This instrument was drafted by John M. Bennett,
City Engineer for the City of Franklin

Form approved:

Jesse Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
BERKSHIRE CERTIFIED SURVEY MAP**

Exhibit A	Legal Description of Subdivision
Exhibit B	General Description of Required Subdivision Improvements
Exhibit C	General Subdivision Requirements
Exhibit D	Estimated Improvement Costs
Exhibit E	Additional Subdivision Requirements
Exhibit F	Construction Specifications

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
BERKSHIRE CERTIFIED SURVEY MAP

LEGAL DESCRIPTION OF BERKSHIRE CERTIFIED SURVEY MAP

Lot 1 CERTIFIED SURVEY MAP NO. 7720, AND Outlot 3 and Outlot 4 of BERKSHIRE ADDITION NO. 1, all located in the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ Section 2, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of said Northeast $\frac{1}{4}$;
Thence S 00°01'08" E along the west line of said Northeast $\frac{1}{4}$, a distance of 2,104.05 feet;
Thence N 87°47'54" E, 60.04 feet to the East line of South 51st Street and the Point of Beginning;
Thence N 87°47'54" E, 525.87 feet along the South line of Certified Map No. 7720;
Thence N 00°01'08" W along the East line of said Certified Survey Map, 165.79 feet;
Thence N 87°47'54" E along the South line of Berkshire Addition No. 1, a distance of 53.35 feet;
Thence N 73°41'09" W along the South line of Lot 32, Berkshire Addition No. 1, a distance of 128.94 feet to the Easterly line of South 50th Street and a point on a curve;
Thence Westerly 167.40 feet along the arc of a curve with a 60.00 foot radius to the Northwest and a chord bearing N 83°45'37" W, 118.15 feet;
Thence S 86°09'55" W along the South line of Lot 31, Berkshire Addition No. 1, a distance of 138.08 feet to the East line of Lot 1, Certified Survey Map No. 7240;
Thence S 00°01'08" E, 54.39 feet along said East line;
Thence S 87°47'54" W along the South line of said Certified Survey Map, 200.00 feet to the East line of South 51st Street;
Thence S 00°01'08" E along said East line, 165.79 feet to the Point of Beginning.
Said lands contain 98.850 square feet, 2.2693 acres.

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
BERKSHIRE CERTIFIED SURVEY MAP

<p>GENERAL DESCRIPTION OF REQUIRED SUBDIVISION IMPROVEMENTS</p>

Description of improvements required to be installed to develop Berkshire Addition No. 2 Subdivision.

*S Denotes contract for improvements to be awarded, financed and paid for by the Subdivider in lieu of special assessments.

*C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Subdivider in accordance with this agreement.

(N.A.) Denotes improvement is not required to be installed in the Subdivision.

(1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements
(refer to additional sheets for concise breakdown)

- | | | |
|----|--|--------|
| 1. | Grading of all lots and blocks within the CERTIFIED SURVEY MAP in conformance with the approved grading plan. | *S |
| 2. | Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City. | (N.A.) |
| 3. | Street trees. | *C |
| 4. | Engineering, planning and administration services as approved. | *S |
| 5. | Drainage system as determined and/or approved by the City to adequately drain the surface water from the CERTIFIED SURVEY MAP and drainage basin area in accordance with the master drainage plan and/or approved system plan. | *S |
| 6. | Title evidence on all conveyances. | *S |

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
BERKSHIRE CERTIFIED SURVEY MAP

GENERAL SUBDIVISION REQUIREMENTS

I. GENERAL

- A. The Subdivider shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all City specifications and ordinances.
- C. The entire CERTIFIED SURVEY MAP as proposed shall be recorded.

II. LOT SIZE AND UNIT SIZE

- A. Lots
 - 1. All lots shall be as shown on the final approved plat.
- B. Units
 - 1. The minimum area of any living unit built in the project shall be as specified in the Franklin Zoning Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement.

III. PERMITS ISSUED

Building Permits

- 1. No building permits shall be issued until:
 - a) Drainage has been rough graded and approved.
 - b) The CERTIFIED SURVEY MAP has been recorded.
 - c) All Subdivision monuments have been set.
- 2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

IV. DEED RESTRICTIONS

- A. A Letter of Credit approved by the City Attorney or escrow deposit in the full amount of all non-assessable improvements not yet installed and approved as of the date of this agreement shall be submitted to the City before any permits are issued.
- B. The time of completion of improvements.
 - 1. The Subdivider shall take all action necessary so as to have all the improvements specified in this agreement installed and approved by the City before two years from the date of this agreement.

2. Should the Subdivider fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Subdivider, may cause the installation of or the correction of any deficiencies in said improvements.

V. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Subdivision improvements, a fee equal to two-and one-fourth percent (2-1/4% of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1-3/4%) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00, and one-and-one-fourth percent (1-1/4%) of said cost in excess of \$500,000.00. At the demand of the Subdivider or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Subdivider. Evidence of cost shall be in such detail and form as required by the City Engineer.

- B. For the services of testing labs, consulting engineers and other personnel, the Subdivider agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
BERKSHIRE CERTIFIED SURVEY MAP

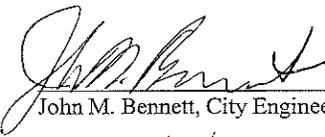
ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Subdivider in accordance with Paragraph (4) of this Agreement.

Said costs for the project are estimated to be as follows:

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$ 9,900.00
Street Trees (\$300/tree x 3 trees)	900.00
Grade Staking and Certification	1,900.00
SUBTOTAL	\$12,700.00
Municipal Services (7% of Subtotal)	889.00
Contingency Fund (10% of Subtotal)	1,270.00
TOTAL:	\$14,859.00

Total: Fourteen Thousand, Eight Hundred Fifty Nine and 00/100 Dollars.

APPROVED BY: 
 John M. Bennett, City Engineer

DATE: 4/11/13

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
BERKSHIRE CERTIFIED SURVEY MAP

ADDITIONAL SUBDIVISION REQUIREMENTS
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1. The Subdivider shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in section 15-8.0204 a-f of the UDO.
2. The Subdivider shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in section 15-8.0203H 1-5 of the UDO. The Subdivider shall have the grades certified after grading, but prior to landscaping, City Engineer to approve said certification of grading plan.
3. The Subdivider agrees to pay the City for street trees planted by the City, on the three lots located on S. 50th Street, at the rate of \$300.00 per tree. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the developer, the developer's sub-contractors, or the lot owners.
4. The requirements for the installation of concrete driveway approaches shall be omitted from this agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
5. Prior to commencing site grading, the Subdivider shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Subdivider shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions.
6. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
7. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing detention basin and landscaping and entryways. Said document shall be recorded after approval by the City Attorney.

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
BERKSHIRE CERTIFIED SURVEY MAP

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various improvements.

ITEM	SPECIFICATION
Site Grading	CITY OF FRANKLIN Design Standards and Construction Specifications
Street Trees	CITY OF FRANKLIN Design Standards and Construction Specifications

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">04/16/13</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">DISCUSSION OF LOT 31 OF THE WOODLANDS OF FRANKLIN SUBDIVISION AS IT PERTAINS TO RESTRICTIONS AND BUILDABLE AREA</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.4,</i></p>

INTRODUCTION

The owner of lot 31 of the Woodlands of Franklin subdivision, Mr. Ahmed Ali, has requested Common Council review and comment on his proposal to build a single-family home on the subject lot. The subject lot (4471 W. Melissa Court) has a small buildable area due to the presence of wetlands, a wetland buffer of 30 feet, woodlands, and an associated Conservation Easement. Preliminary meetings and discussions between the owner and City staff indicate that the owner's desired home might not fit within the buildable portion of the subject lot. Furthermore, the addition of a typical deck or patio, and backyard/lawn, would likely result in further intrusions into the protected resources.

Specifically, the owner needs direction on the Natural Resource Special Exception requirements and/or a variance to the required front-yard setback to address the possible intrusion into the protected natural resource features. The owner has not yet determined the amount of intrusion into the protected natural resources as he would like to obtain the Common Council's comments and suggestions on this matter first.

BACKGROUND/HISTORY

The Plan Commission reviewed this matter, and other issues associated with the Woodlands of Franklin subdivision, at its October 8, 2009, February 4, 2010, and March 4, 2010 meetings (a copy of the staff report prepared for the March 2010 meeting is attached). At that time, the Plan Commission had moved that this matter with lot 31 be brought to the attention of the Common Council. In particular, that this matter with lot 31 is a unique situation, worthy of further review and assistance to the owner, as it appeared that the natural resources may have been previously degraded. The Plan Commission also suggested that further detailed information about the lot and the proposed home should be prepared by the owner.

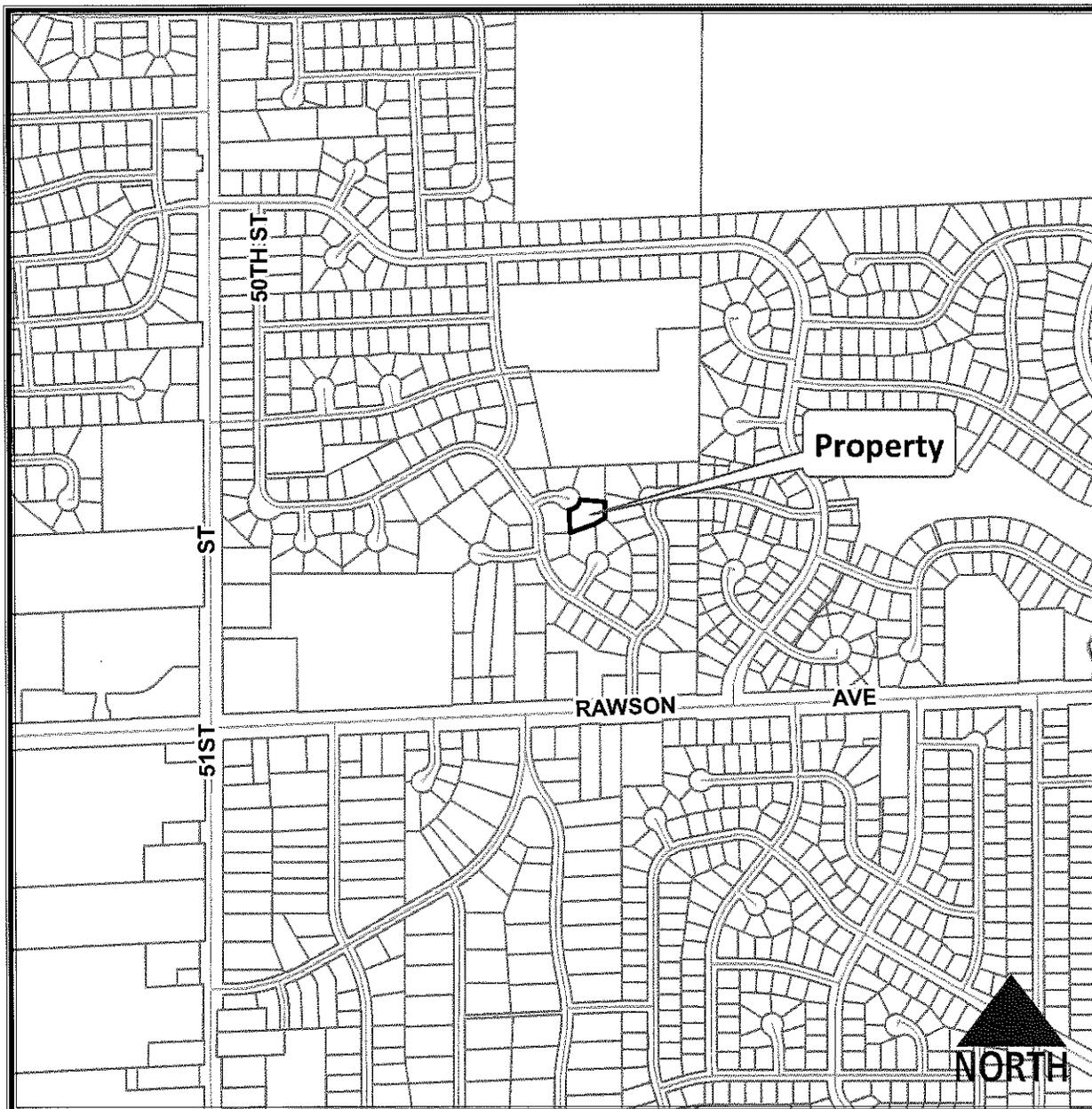
However, as the owner was not ready to proceed at that time, no further action was taken.

COUNCIL ACTION REQUESTED

Provide direction to the applicant regarding a proposed front yard setback variance and/or a Natural Resource Special Exception, or other suggestions as the Common Council deems appropriate, for the subject property, lot 31 of the Woodlands of Franklin subdivision, located at 4471 W. Melissa Court.



Woodlands of Franklin Lot 31



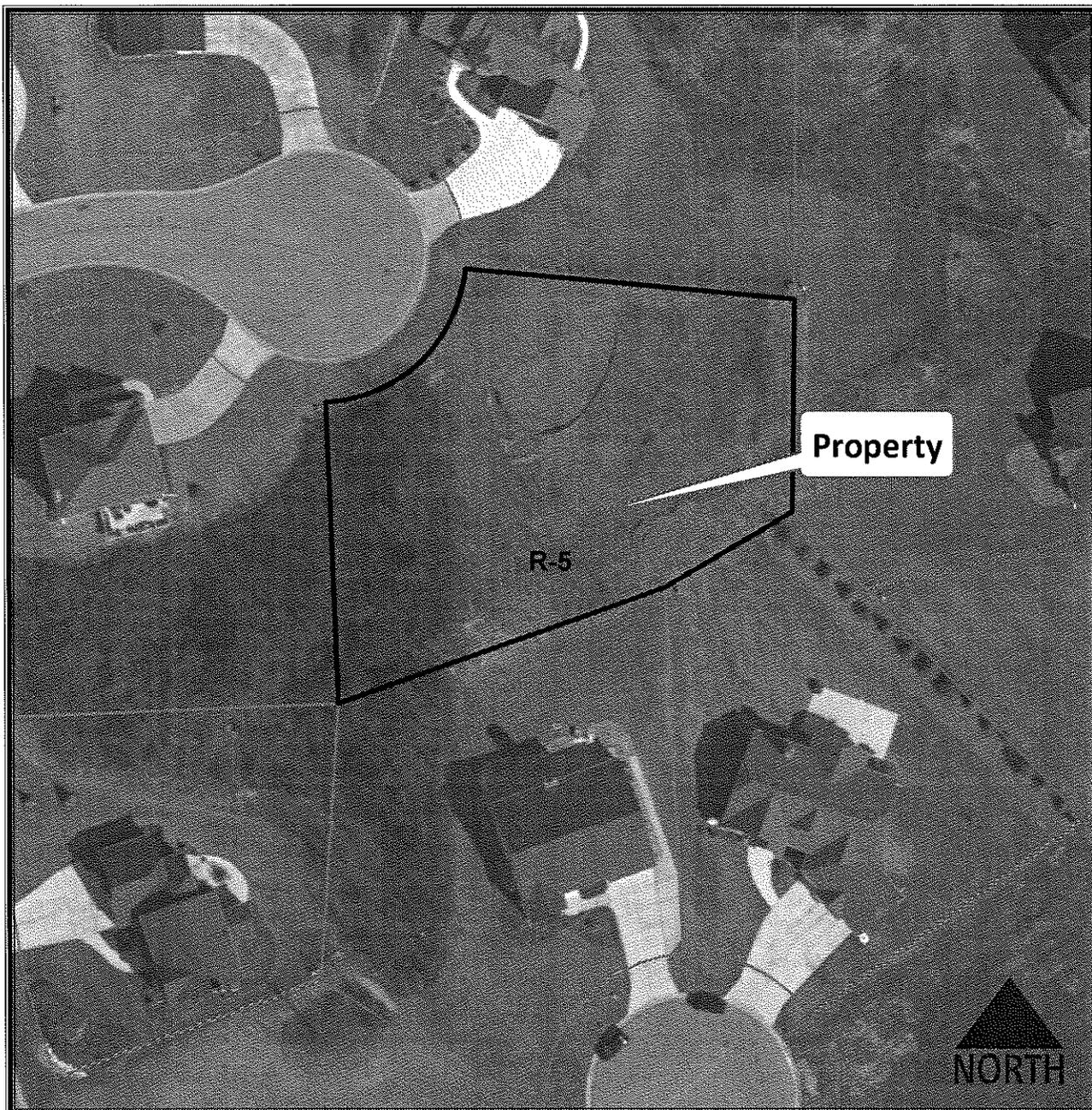
Planning Department
(414) 425-4024



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.



Woodlands of Franklin Lot 31



**Planning Department
(414) 425-4024**

0 0.0035 0.007 0.014 0.021 Miles

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.



REPORT TO THE PLAN COMMISSION

Meeting of March 4, 2010

**Woodlands of Franklin Subdivision
Natural Resource and Conservation Easement Concerns**

RECOMMENDATION: Department of City Development staff recommends that no further action is warranted at this time. Should future encroachments into protected natural resource/conservation easements occur, they should be subject to the Natural Resource Special Exception process.

Project Name: Woodlands of Franklin Subdivision Development

Project Location: Being a redivision of Parcel 3 of Certified Survey Map No. 4565, being a part of the SE ¼ and SW ¼ of the SE ¼ of Section 2, together with lands in the NE ¼, NW ¼, SW ¼ and SE ¼ of the SE ¼ of Section 2, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin

Applicant: Department of City Development

Applicant's Action Requested: Plan Commission review, consideration, and determination of future actions concerning the natural resource and conservation easement issues associated with the Woodlands of Franklin Subdivision development

Introduction:

At its October 8, 2009, and February 4, 2010, meetings, the Plan Commission reviewed the subject matter of the Woodlands of Franklin subdivision, specifically, the issue of natural resource and conservation easement concerns associated with a number of lots within the subdivision. A copy of the staff reports prepared for these two meetings are included as Attachment A. A copy of the subdivision plat is included as Attachment B.

At the direction of the Plan Commission at its October 8, 2010, meeting, staff had contacted the Southeastern Wisconsin Regional Planning Commission (SEWRPC) to conduct a field inspection of six lots (14, 31, 32, 63, 64, and 67) within the Woodlands of Franklin subdivision. This included two vacant lots that contained protected natural resource features, and four developed lots that had previously identified conservation easement encroachment issues, in order to determine the extent and cause of any changes to the previously approved wetland and woodland delineations. The findings of SEWRPC's investigation into this matter (dated January 11, 2010) was included with the February 4, 2010, staff report, and generally concluded that certain encroachments into the protected natural resource features/conservation easements had in fact occurred, and that certain natural/indirect man-made changes had also occurred to some of the protected natural resource features.

Due to the potential policy implications associated with this situation, staff did not present any recommendations within its February 4, 2010 report. Rather, staff identified a number of key issues and concerns associated with this situation, and requested further direction from the Plan Commission. Subject to review and discussion of this matter, the Plan Commission moved to:

“...refer this matter to staff, with conferencing in the Mayor to take his thoughts into consideration, and request staff to consider Alderman Wilhelm’s proposal of a collective Special Exception, but certainly to include at least ones that already have a home built on them in a collective Special Exception and then whether or not the others can be included will look for staff’s recommendation on that.”

Staff’s response to the Plan Commission’s motion is set forth in the following section of this staff report.

Situation Analysis:

The following information and facts were considered by staff in its response to the Plan Commission motion stated above:

- The Unified Development Ordinance in effect (dated August 1, 1998) at the time the subject Woodlands of Franklin preliminary plat was submitted to the City of Franklin (December 26, 2002) did not contain nor require protection of wetland setbacks or wetland buffers (but did require protection of wetlands, 70 percent of mature woodlands, and 50 percent of young woodlands).
- The Unified Development Ordinance amendment which introduced the requirement for protection of wetland setbacks and wetland buffers (Ordinance NO. 2003-1747 dated April 9, 2003), also included the reaffirmation of the vested rights of previously filed preliminary plats.
- The subject Woodlands of Franklin final plat approval (Resolution No. 2003-5602 dated October 21, 2003), included a condition that the wetlands be placed in conservancy easements.
- The recorded Woodlands of Franklin subdivision plat identifies Wetland Conservancy Areas (comprised of wetlands, but permitted and prohibited activities are not identified), Wetland Setback Limits (comprised of lands within 30 feet of wetlands, and prohibited activities are identified), and Tree Preservation and Conservancy Easements (comprised of woodlands, and permitted activities are identified).
- The recorded Conservation Easement for the Woodlands of Franklin identifies permitted and prohibited activities within the Conservancy Easements (wetland and 30’ wetland setback) and Tree Preservation and Conservancy Easements (woodlands). It can be noted that slight differences in terminology and prohibited uses exist between the recorded Conservation Easement and the recorded subdivision plat (however, the delineations of such areas are consistent).
- Plats of Survey for each developed lot within the Woodlands of Franklin subdivision have been prepared during construction of individual homes, which Plats of Survey generally identify the Conservation Easements in relation to the subject lot, the proposed home, and the required erosion control measures.

- Historic aerial photography indicates that the subject lands within the Woodlands of Franklin subdivision have been disturbed over time, to varying degrees and extents, due to agricultural and grazing activities prior to platting, due to construction activities during development of the subject subdivision, and due to homeowner activities after construction of individual homes.
- The information previously provided by the Southeastern Wisconsin Regional Planning Commission, including the fact that lots 63, 64, and 67 encompass in part an Isolated Natural Resource Area.
- The City has previously addressed four situations of conservation easement encroachments within the subject Woodlands of Franklin subdivision, through four different methods. These include staff approved mitigation and a letter of credit arrangement, staff approved mitigation without a letter of credit, Common Council approval of a Conservation Easement amendment, and Common Council approval without an easement amendment or mitigation.
- The City Attorney has indicated that his recommendation would be for the Plan Commission to either take no action (and leave any enforcement or other administrative decisions to staff), or to direct staff to undertake Alderman Wilhelm's proposed resolution process, if available after consultation with the subject property owners.

Conclusion:

Based upon the preceding information, including the unique and varied situations attendant to the subject lots within the Woodlands of Franklin subdivision, Department of City Development staff does not believe that a uniform mitigation process is appropriate in this instance. Staff does note that such an approach through the Natural Resource Special Exception process may be viable in the future, or in other situations, should the specific factors behind a natural resource/conservation easement encroachment be uniform in nature, extent, and cause.

Lot 67: This lot is developed, has had a documented case of natural resource/conservation easement encroachment, and has subsequently completed mitigation at the direction of staff. As such, no further action is required at this time.

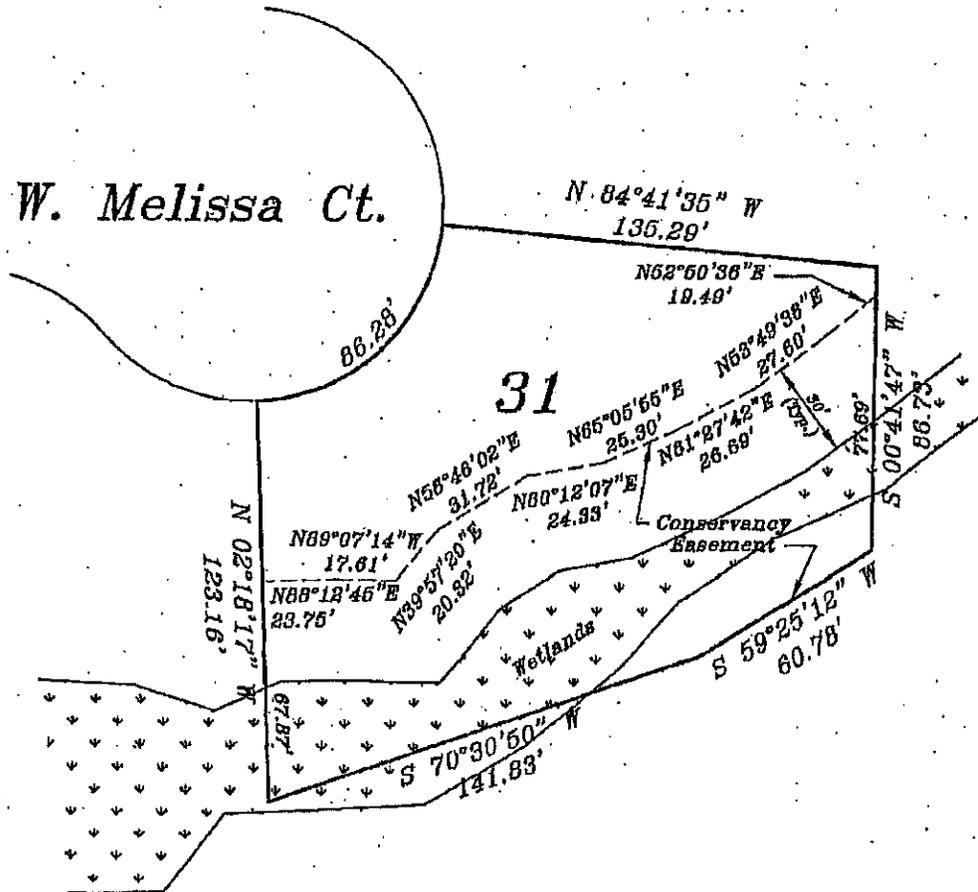
Lots 31 and 63: These two lots are undeveloped and do not contain any documented natural resource/conservation easement encroachments. Should these lots be developed in the future, such development should be located outside the protected natural resources and conservation easements, unless the Common Council first grants a Natural Resource Special Exception. As such, no action is required at this time.

Lots 14, 32, and 64: These three lots are developed, and contain documented cases of natural resource/conservation easement encroachments. In light of the various and unique situations noted above, including the previously identified uncertainties inherent in the nature, extent, and/or cause of the encroachments, and the information previously provided by the Southeastern Wisconsin Regional Planning Commission, Department of City Development staff contend that enforcement actions are not warranted at this time. However, should future encroachments occur, either individually or incrementally, which could result in potential significant adverse environmental impacts, appropriate enforcement actions will be required.

Lastly, Department of City Development staff would encourage all landowners, particularly those within the subject Woodlands of Franklin subdivision, to voluntarily utilize low impact development practices such as rain gardens, use of appropriate native plant species in landscaping, etc. To that end, staff is available to provide assistance and further information, as well as contact information of professionals in this field, upon demand.

Conservancy Easement

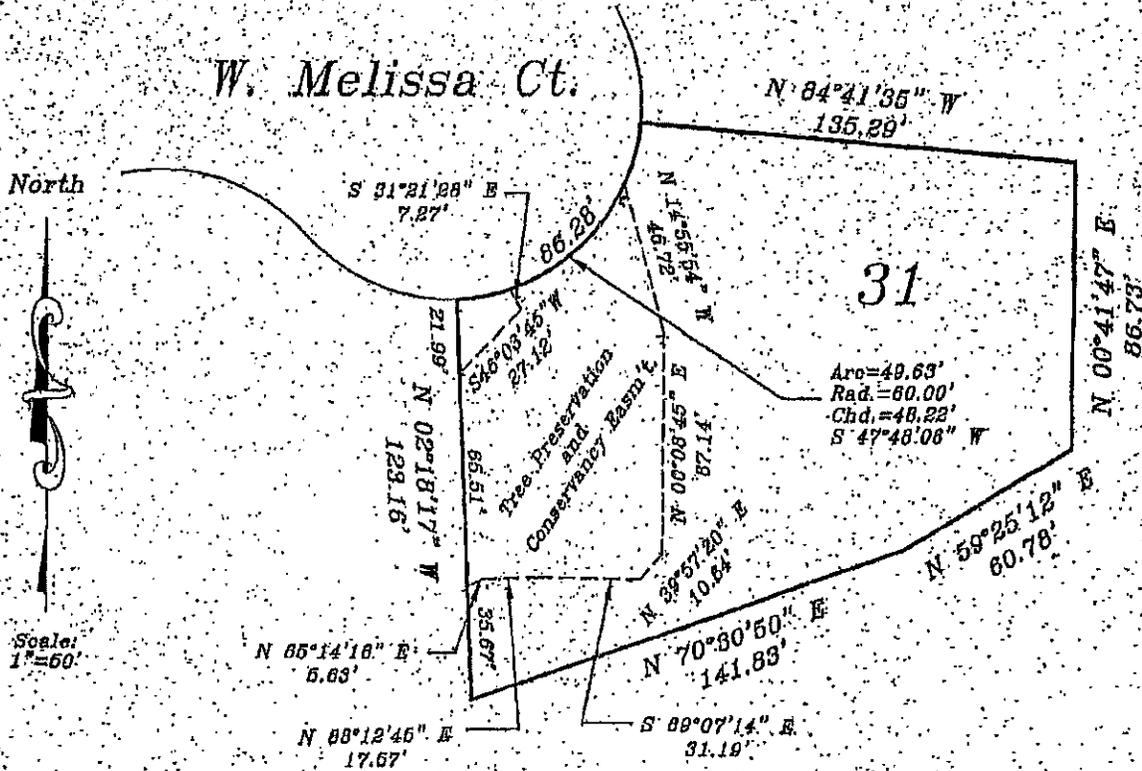
All that part of Lot 31, "Woodlands of Franklin", being a redivision of Parcel 3 of Certified Survey Map No. 4566, being a part of the SE 1/4 and SW 1/4 of the SE 1/4 of Section 2, together with lands in the NE 1/4, NW 1/4, SW 1/4 and SE 1/4 of Section 2, T 6 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Beginning at the Southwest corner of said Lot 31; thence N 2°18'17" W along the West line of said Lot 31, 87.87 feet to the point of beginning; thence N 88°12'45" E, 23.75 feet; thence S 89°07'14" E, 17.61 feet; thence N 39°57'20" E 20.32 feet; thence N 58°46'02" E, 31.72 feet; thence N 80°12'07" E 24.33 feet; thence N 65°05'55" E 25.30 feet; thence N 61°27'42" E 26.69 feet; thence N 53°49'38" E 27.60 feet; thence N 52°50'36" E 19.49 feet to a point on the East line of said Lot 31; thence S 0°41'47" W along said East line, 77.69 feet; thence S 66°25'12" W, 60.78 feet; thence S 70°30'50" W, 141.88 feet to the place of beginning.



NEED
#5840
MADE
4030

Tree Preservation and Conservancy Easement

All that part of Lot 31, "Woodlands of Franklin", being a redivision of Parcel 3 of Certified Survey Map No. 4666, being a part of the SE 1/4 and SW 1/4 of the SE 1/4 of Section 2, together with lands in the NE 1/4, NW 1/4, SW 1/4 and SE 1/4 of Section 2; T. 5 N., R. 21 E. in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said Lot 31; thence S 2°18'17" E along the West line of said Lot 31, 21.99 feet to the place of beginning of the lands to be described; thence continuing S 2°18'17" E along said West line, 65.51 feet; thence N 65°14'18" E, 5.63 feet; thence N 88°12'45" E, 17.67 feet; thence S 89°07'14" E, 31.19 feet; thence N 89°57'20" E, 10.64 feet; thence N 0°08'45" E, 67.14 feet; thence N 14°55'54" W, 46.72 feet to a point on the South line of W. Melissa Court; thence Southwesterly along said South line, 49.63 feet along the arc of a curve whose center is to the Northwest, whose radius is 60.00 feet, and whose chord bears S 47°48'08" W, 48.22 feet; thence S 31°21'28" E, 7.27 feet; thence S 46°03'45" W, 27.12 feet to the place of beginning.



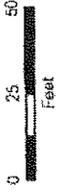
15840 MADE 4065



Woodlands of Franklin Subdivision
Lots Numbers 14, 31, and 32

Legend

-  Subdivision Boundary
-  Lot of Interest
-  Lot Number
-  Plant Community Number
-  Isolated Natural Resource Area
-  Tree Preservation & Conservation Easement
-  Wetland Conservancy Area
-  Additional Wetland per SEWRPC 11/12/09 Delimitation
-  Wetland
-  Wetland/Woodland Boundary Restaked by SEWRPC



Source: SEWRPC
Date of Photography: 2007
C.A.#405-355

Field Inspection by SEWRPC on 11/12/09







APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/16/13
REPORTS & RECOMMENDATIONS	Quarry Monitoring Contract: Recommendation from the Quarry Monitoring Committee	ITEM NUMBER 6.5.

INTRODUCTION

Attached for the Common Council's review and approval is a proposed contract (Professional Services Agreement) and scope of services/project costs (Attachment A Project Costs Part 1 and Part 2) for the provision of quarry monitoring services by Stantec Consulting Services Inc. in the amount of \$41,300.

It was recommended by the Quarry Monitoring Committee at its March 28, 2013 meeting that Stantec provide one year of quarry monitoring services comprised of seven weeks of blast monitoring, one month of air quality monitoring, two meetings between the consultant and the City, and 28 site visits. It was envisioned by the Committee that at the end of the one-year period, a report would be presented to the Common Council summarizing Stantec's activities and findings. A subsequent extension of the monitoring contract may be requested at that time.

It is important to clarify the difference between the project costs provided herein and the cost recommended by the Quarry Monitoring Committee. The Committee at its March 28, 2013 meeting recommended that the tasks and costs of each site visit be revised and reduced from \$1,000 to \$500. As noted in Attachment A, Project Costs Part 2, while Stantec had agreed to the revision of the tasks associated with the site visits, it had only agreed to revise the cost to \$700 for each site visit. However, the Committee noted that should any scope of services or cost changes be deemed minor, the proposal from Stantec should still be forwarded to the Common Council for its consideration.

Using the selected services deemed most prudent, and based on Stantec's revised cost, the contract amount would total \$41,300. The monitoring service contribution within the PDD agreements for the two companies operating the quarry, Vulcan and Payne & Dolan, presently total \$42,000 and would be available to the City for monitoring services. The Committee further recommended that the balance of the fund (\$700) could be applied toward the purchase or lease of a portable dust monitoring device at a later date. The Committee will continue to research the viability and practicality of such a device to determine if it is a worthy investment. If practicable and savings could be realized, the Committee may request changes to monitoring methods and recommend purchasing or leasing a portable dust monitoring device using the remaining \$700 that could be augmented by savings as a result of reducing consultant services in the following year.

BACKGROUND/HISTORY

In August of 2012, a Work Group of citizens and staff members convened for the purpose of evaluating consultant responses to a Request for Proposals and a Scope of Services for proposed monitoring of the Vulcan and Payne & Dolan quarries. All proposals were above budget. However, the Group recommended the proposal from Stantec Consulting Services Inc. to the Common Council, which was approximately \$159,000, about \$119,000 over the \$40,000 budgeted in 2012 and that could be reimbursable per the PDD agreement.

Therefore, the Common Council moved that the recently formed Quarry Monitoring Committee review these proposals and provide a recommendation back to the Common Council. The Quarry Monitoring Committee subsequently reviewed this matter, forwarded certain cost-savings ideas and recommended

monitoring priorities to Stantec, and at its March 2012 meeting reviewed additional supplemental information provided by Stantec and approved a motion recommending Common Council approval of the quarry monitoring services as noted above.

FISCAL IMPACT

\$42,000 has been set-aside in the City's 2013 adopted budget for quarry monitoring purposes and is reimbursable to the City per the Quarry PDD agreements.

The amount spent this year to date on interim quarry monitoring purposes (\$1,463.03), plus the amount anticipated to be spent on interim monitoring until a final long-term contract can be approved and implemented (approximately two months, about \$1,000), plus the amount herein proposed for long-term quarry monitoring (\$41,300), when combined would total \$43,763. While this exceeds the amount budgeted by the City for 2013 by about \$1,800, it should be noted that this contract and its associated costs, if approved, would extend well into 2014.

CONCLUSION

Staff recommends that the Professional Services Agreement be revised to incorporate Stantec's entire scope of services/project costs, while incorporating the original Scope of Work from the Request for Proposals, with necessary references, into the contract at Attachment A. This will also enable the City to respond more quickly and have pre-negotiated rates in the event additional services are needed.

Alderman Wilhelm has also suggested that the Council may rather authorize the Quarry Monitoring Committee to determine what months, days or weeks the monitoring services will be acted upon rather than attempting to analyze time-frames during the Council meeting. As this is a policy matter to be decided by the Common Council, a motion for consideration is included.

Previous direction has been to move forward with the contract but should the Common Council believe that there are too many details yet to be resolved, this matter could be laid over to the next meeting in order for a more complete final draft of the contract to be prepared.

Pursuant to the provisions of the two Planned Development Districts, a copy of this information was provided to the two quarry operators on April 12, 2013 for their review and consideration, with direction to provide any comments they may have to the Common Council.

Should the proposed contract with Stantec be approved, it is anticipated that the interim quarry-monitoring contract with Aquifer Science and Technology will be terminated when Stantec begins its quarry monitoring activities.

COUNCIL ACTION REQUESTED

Motion to authorize the contract with Stantec Consulting Services Inc. for \$41,300 as identified in the attached Professional Services Agreement to be executed, as to be modified in accordance with the staff recommendation in the Common Council Action Sheet, subject to finalization of the site visit costs not to exceed the budgeted amount, and City Attorney approval of boilerplate language.

And

Motion to authorize the Quarry Monitoring Committee to determine the time frames when the approved monitoring services should be implemented.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "AGREEMENT"), made and entered into this _____ day of _____, 2013, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "the CITY") and Stantec Consulting Services Inc. (hereinafter "the CONTRACTOR"), whose principal place of business is 12075 Corporate Parkway, Suite 200, Mequon, Wisconsin 53092.

WITNESSETH

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

WHEREAS, in the judgment of the CITY, it is necessary and advisable to employ the CONTRACTOR in connection with providing quarry monitoring services, as described in Attachment A, for the City of Franklin.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. The CONTRACTOR shall provide services to the CITY for the quarry monitoring activities specified in Attachment A.
- B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by the CONTRACTOR to complete work under this AGREEMENT following approval by the City.
- C. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express agreements may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

II. FEES AND PAYMENTS

The CITY agrees to pay the CONTRACTOR, for and in consideration of the performance of Services as set forth in Attachment A Project Costs:

- A. The CONTRACTOR shall invoice the CITY bi-monthly following delivery of required reports for the prior bi-monthly period. The invoice shall include base costs and any adjustment for additional services as provided for herein. The CITY shall pay any undisputed invoices within 30 days of receipt. Alternatively, the CITY shall notify the CONTRACTOR of any dispute to an invoice, and the nature of the dispute, within 30 days of receipt of the invoice.
- B. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Services without written authorization from the CITY to perform work over and above that described in the original AGREEMENT or Attachment A. [Verify against final negotiated service structure].
- C. Should the CITY find deficiencies in work performed or reported, it will notify the CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's Planning Manager. This Subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONTRACTOR.
- B. The CITY may, in writing, request changes in the Basic Services required to be performed by the CONTRACTOR under this AGREEMENT. Upon acceptance of the request of such changes, the CONTRACTOR shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. Following execution the City shall return a copy to the CONTRACTOR. Should any such actual changes be made, an equitable adjustment (based upon fees, costs, and rates set forth in Attachment A, where applicable) will be made to compensate the CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by the CONTRACTOR for adjustments hereunder must be made to the CITY in writing no later than forty-five (45) days after receipt by the CONTRACTOR of notice of such changes from the CITY.

IV. ASSISTANCE AND CONTROL

- A. Michael Roznowski, Associate, Industrial Team Leader, will serve as Project Manager and will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice. Upon such termination by the CITY, the CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate the CONTRACTOR for all work approved and completed up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential AGREEMENTS for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, the CONTRACTOR shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to services that the CONTRACTOR may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff or such similarly qualified staff as determined by the City may lead to termination of the agreement, as determined by the city.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage, with an authorized insurance carrier operating within the State of Wisconsin, 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	\$3,000,000
D. Worker's Compensation and Employers' Liability	\$500,000 or per statute whichever is greater
E. Professional Liability	\$1,000,000

Upon the execution of this AGREEMENT, the CONTRACTOR shall supply the CITY 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 the CITY, and naming the CITY as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and the CITY'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 the CONTRACTOR or the CONTRACTOR's officers, directors, partners, employees, and consultants in the performance of the CONTRACTOR's services under this AGREEMENT.
- B. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONTRACTOR and the CONTRACTOR's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY's officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, the CONTRACTOR's total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of the CONTRACTOR and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that the CONTRACTOR's negligence bears to the total negligence of the CITY, the CONTRACTOR, and all other negligent entities and individuals. [consider consultant recommended change here]

VIII. TERM AND TIME FOR COMPLETION

- A. The initial term of this agreement shall be thirteen months from receipt of a Notice to Proceed. The term anticipates monitoring and at-quarry work occurs for 12 months, thereby leaving one month to compile, report, and present results for the final period and to provide the required annual summary information and recommendations.
- B. In order to enable to the City to evaluate its complete quarry monitoring program and to consider altering the scope of work required for future years, the initial term may be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR. Each such subsequent term may also be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR.
- C. The CONTRACTOR shall commence immediately upon receipt of a Notice to Proceed and shall complete all work required herein by [DATE].

IX. DISPUTES

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

X. RECORDS RETENTION

The CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of not less than three (3) years following its completion. Such records shall be made available by the CONTRACTOR to the CITY for inspection and copying upon request.

XI. CONFLICT OF INTEREST

The nature of this project requires an impartial, unbiased approach on the part of the CONTRACTOR. The CONTRACTOR shall not, during the performance of these services, engage in any other professional relationship or representation that would create any type of conflict or conflict of interest with regard to the consulting services provided hereby to and for the CITY.

Further, the CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CONTRACTOR warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a review and written approval by the CITY is required for the CONTRACTOR to continue to perform work under this AGREEMENT.

XII. PROFESSIONALISM

The CONTRACTOR stipulates that the same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.

XIII. PURSUANT TO LAW

Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local. [consider consultant recommended changes here]

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

CITY OF FRANKLIN, WISCONSIN

CONTRACTOR

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

DRAFT

ATTACHMENT A to the AGREEMENT

Project Costs Part 1.

1. Blast Monitoring, Data Collection, and Evaluation [7 weeks]		
a) Review Blasting Reports/Complaints:	Included	
b) Fixed-Location Blast Monitoring with a City-provided seismograph:	Included	
c) Maintain the Blast Monitor:	Included	
d) Perform data collection and evaluate blast data:	Included	
e) Prepare brief report/summary of blast monitoring:	Included	
Cost for Scope of Work	(A)	<u>\$7,700</u>
2. Air Quality Monitoring, Data Collection, and Evaluation [1 month]		
a) Place and check on three portable air samplers:	Included	
b) Observe quarry operations:	Included	
c) Download, evaluate and correlate air monitoring and weather data:	Included	
d) Prepare brief report/summary of air quality monitoring:	Included	
e) Review complaints:	Included	
Cost for Scope of Work	(B)	<u>\$13,000</u>
3. Quarry Operations Monitoring and Monitoring by Direct Observation [28 visits]		
a) Site Visits:	Included	
b) Direct Air Quality Observation:	Included	
c) Quarry Operations Review:	Included	
Cost for Scope of Work	(C)	<u>\$19,600</u>
4. Public Meeting Attendance [2 meetings]		
Cost for Scope of Work	(D)	<u>\$1,000</u>
TOTAL BASE TOTAL COSTS (A) + (B) + (C) + (D) = (E)		<u>\$41,300</u>

Appendix B – Project Costs Part 2.

Quarry Monitoring Services, Supplement to Proposal #393095, Revised April 11, 2013.

**Attachment A
Project Costs
Part 2**



City of Franklin

A Thriving Community in Southeastern Wisconsin

Quarry Monitoring Services

SUPPLEMENT TO PROPOSAL #393095

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

Original Proposal was dated: June 7, 2012
Proposal Supplement is dated: March 21, 2013
Revised: April 11, 2013



Stantec Consulting Services Inc.
12075 Corporate Parkway, Suite 200
Mequon, WI 53092
Tel: (262) 241-4466
Fax: (262) 241-4901

Stantec

April 11, 2013

Joel E. Dietl, AICP
Planning Manager
City of Franklin Planning Department
9229 W. Loomis Road
Franklin, Wisconsin 53132

Joel:

Thank you for the continued opportunity for Stantec Consulting Services, Inc. (Stantec) to assist the City of Franklin in completion of the Quarry Monitoring Services. As a follow-up to our March 21, 2013 submittal and follow-up communication, we are resubmitting the previously submitted "proposal supplement". To make things clear, all edits that were made to this version (aside from this cover letter) were done so using blue font.

We trust this revised submittal will meet your needs. We anticipate and offer to meet with representatives of the City following review of this proposal to discuss our approach how you would like to move forward on this important work. Please contact Mike Roznowski at 920.592.8400 if you have any questions.

Respectfully,

STANTEC CONSULTING SERVICES INC.

Rick Schmidt, PE
Senior Associate

Michael B. Roznowski, CHMM
Associate, Industrial Team Leader

GILES ENGINEERING ASSOCIATES, INC.

Paul J. Giese, PE
Geotechnical Division Manager

Enclosure – Supplemental Scope of Quarry Monitoring Services

SUPPLEMENTAL SCOPE OF QUARRY MONITORING SERVICES

SCOPE OF WORK OPTIONS AND ASSOCIATED COST

The following scope of work items, each with their own associated professional fee, is offered to the City by the combined team of Stantec and Giles. Several of the items are options and are meant to be chosen by the City, thus they are not meant to represent a scope of work matching that which was requested in the city's original RFP. Instead, they are offered individually so that the city can pick and choose which options best meet their overall needs. More detailed descriptions to these individual tasks are outlined in Attachment A.

BLAST MONITORING, DATA COLLECTION, AND EVALUATION

Weekly - fixed-location blast monitoring and written summary report	\$ 1,100
Weekly - mobile location blast monitoring and written summary report	\$ 1,800
Per event - seismograph comparison testing	\$ 700
1-month period - review of quarry blasting reports and written summary report	\$ 1,750
3-month period - review of quarry blasting reports and written summary report	\$ 4,350
12-month period - review of quarry blasting reports and written summary report	\$10,550

AIR QUALITY MONITORING, DATA COLLECTION, AND EVALUATION

Weekly - portable location air monitoring and written summary report	\$ 7,000
Monthly - portable location air monitoring and written summary report	\$13,000

ADDITIONAL SERVICES

Per Visit - quarry operations monitoring and reporting by direct observation	\$ 700
Per event - public meeting attendance – seismic	\$ 500
Per event - public meeting attendance – air monitoring & operational conditions	\$ 500
As-requested – additional reports or services	T&M
Communication with City regarding potential PDD noncompliance issues	no charge
Additional communication with City as necessary (during business hours)	no charge

EXAMPLE SELECTIONS

Provided in Attachment B is a spreadsheet which shows conceptually how the City can pick and choose from the above items to meet their required budget. As described above and as shown on the sample provided, there is simply not enough budget to allow all of the items in the original RFP or the revised RFP. Thus, the City and Stantec will need to preselect certain weeks/months or other time periods to conduct blast work, air monitoring, report writing, or other specific tasks.

Not all tasks need to be decided at the start of the contract; certain tasks can be selected as the year progresses based on extenuating circumstances (e.g., resident complaints; results of direct observations; changes in operational conditions; weather; etc.). Stantec simply needs sufficient time to ensure proper equipment is available.

NOTES OF INTEREST

We anticipate we will need to meet with City officials and/or members of the Quarry Monitoring Committee to discuss this alternative proposal and task breakdown. Additional items for clarification purposes include the following:

- We did not include an annual report in our task offerings. Instead, we included a brief summary report at the end of each week of blast monitoring, each week or month of air monitoring, each quarry operations visit, and each period of review of blasting reports. With a written report

prepared following each specific task, an annual report would simply be a reiteration of observations and sampling results previously submitted.

- Note that the previous City RFP requested the use of a single PM10 air sampler that uses pre-weighed filters and provides a 24-hour composite result. When operated and located in accordance with USEPA requirements, this equipment can provide proof that the ambient air quality standards are or are not being met. A similar station was operated by WDNR for years in Franklin and the results of this data were unsatisfactory to the city residents. The data set is not fine-tuned enough to provide the detail needed to identify issues. Many times a single station will undoubtedly be in the wrong place at the wrong time to obtain a proper evaluation. Also with a single station, the ability to differentiate between the quarries and other non-quarry activities such as construction is limited.

Based on this, Stantec has chosen alternative equipment that is most commonly used for detailing particulate exposures at industrial sites. The air sampling equipment will provide "real time" data. This will allow the City to evaluate short-duration incidents that may occur during gusting winds or when a un-tarped truck travels past a sampling location. Combining real-time data with visual observations and citizen input can allow the team to identify the root causes of local dust issues. Instead of a single data point being generated on each day of sampling, a real-time sampler can collect multiple data points each minute of each day. Trends can be identified, such as time of day issues, or corresponding weather conditions that lead to city concerns. The end goal is to identify specific issues and to work with the quarries to find solutions. Without this detail the quarries will fall back to the fact that the ambient air quality standards are not being violated and no improvements will be identified.

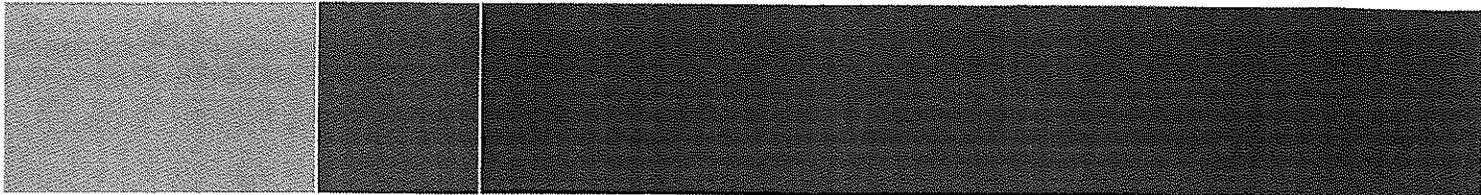
- Also note that the air sampling consists of having three monitoring locations. This allows Stantec to assess the influence of weather conditions and have at least one or two stations "downwind" and conversely "upwind" at all times. This is critical in an evaluation such as this. Reduction of the three air samplers down to only one, such as was described in the original RFP, will not result in significant cost-savings and will have a nominal change to the quoted fees. Though some equipment charges might be saved, the labor/time/mileage to mobilize to and from the site(s) will be necessary regardless of the number of monitors used for the week/month and the total savings will be minor.
- A question was raised pertaining to the city purchasing a hand-held dust monitor in order to facilitate rapid response on-site dust evaluations by a city employee. It is currently Stantec's policy not to own such equipment, since by renting we are provided properly cleaned and calibrated equipment to best meet our client's needs for each project in which we need such equipment. However, if the city feels they will utilize such equipment on a regular basis, this can certainly be a viable option to consider.

Note that the monthly portable location air monitoring we are quoting in Attachment A utilizes three portable air samplers (TSI DustTrak 8530). The TSI DustTrak 8530 is an example of such a handheld device that could be purchased by the City. We estimate the cost for such a sampler may be approximately \$4,500, with additional potentially desirable components being extra (e.g., weatherproof case \$1,350; tripod, automatic recharging). There are other portable samplers on the market, including those from Greenlight Systems; we expect they have similar capabilities and costs.

By owning a monitor, the City could respond quickly to complaints or locally identified issues throughout the year. However, the City will be responsible for maintaining, cleaning, calibrating and charging the unit to have it available. Should Stantec be asked to assist on a quick turn basis, this assistance can be provided on a T&M basis outside the contracted scope of work.

The City-owned unit could be used as part of the weekly or monthly monitoring program, but it would need to have the enclosure and ability to automatically recharge, so it could remain unaffected by weather and not cause Stantec to make additional visits to download data and recharge or replace batteries. For the monthly program, Stantec is envisioning having the data uploaded automatically through a system such as the Ashtead Monitoring CAMPSite Remote Monitoring program. If the City-owned unit is utilized, the vendor may or may not allow connection to the system. This issue will need to be explored.

Until the unit is purchased and both the City and Stantec agree on how it will be incorporated into the weekly or monthly sampling, it is not possible to enumerate a "savings" at this point. We believe this can be resolved quickly when the time comes.



ATTACHMENT A

Detailed Scope of Work Options and Associated Cost

BLAST MONITORING, DATA COLLECTION, AND EVALUATION

Weekly - Fixed-location blast monitoring and written summary report

\$1,100

- Place a fixed seismograph (City owned) at the City-established blast monitoring sites or vaults for a one-week period (9:00 am Monday through 3:00 pm Friday);
- Maintain the seismograph and battery source (if one) to ensure it is powered for the full week;
- Perform data collection (download) at the end of the week;
- Evaluate blast data; and
- Prepare brief report which will provide a summary of the fixed-location blast monitoring and evaluation of the results relative to the requirements of the PDD.
- Review of any citizen complaints forwarded from the city to determine any correlation to the data obtained.
- Provide recommendations regarding adverse impacts or non-compliant results.

Weekly - Mobile location blast monitoring and written summary report

\$1,800

- Place a portable seismograph (Giles owned) at City-designated blast monitoring sites for a one-week period (9:00 am Monday through 3:00 pm Friday);
- Maintain the seismograph and battery source (if one) to ensure it is powered for the full week;
- Download collected blast-monitoring data at the end of the week;
- Evaluate blast data; and
- Prepare brief report which will provide a summary of the fixed-location blast monitoring and evaluation of the results relative to the requirements of the PDD.
- Review of any citizen complaints forwarded from the city to determine any correlation to the data obtained.
- Provide recommendations regarding adverse impacts or non-compliant results.

Notes:

- Seismograph will be positioned at a nearby residential property, upon the resident's permission and execution of waiver obtained by the City, or within the right-of-way, or other location, upon approval of the City;
- Giles proposes the following methodology for securing and placing the seismograph at such residential locations:
 - Coordinate with City personnel the required residential location for placement of the mobile seismograph;
 - Communicate with the residential property owner via telephone to introduce ourselves and coordinate a mutually agreeable time to meet on-site during regular business hours for seismograph placement;
 - Discuss with residential property owner a mutually agreeable location for placement of the seismograph and discuss expected protocol to avoid damage to the seismograph;
 - Communicate scheduling of Giles personnel to perform on-site maintenance of the seismograph and the battery source during the course of the monitoring period; and
 - Communicate scheduling of Giles personnel to download blast monitoring data and removal of the seismograph from the site during regular business hours.

Per event - Seismograph Comparison Testing

\$ 700

- Perform a side-by-side test at each quarry for the purpose of confirming that the City and quarries' seismographs are obtaining similar results.
- Evaluate the results of the side-by-side tests to determine if the tests yield similar results. If tests determine that similar results are not being obtained, additional tests to reconcile or resolve any deviation between devices may be necessary (at additional expense);

1-month (option) - Review of Quarry Blasting Reports and Written Summary Report \$ 1,750

- Receive blasting records in electronic form from quarry personnel for one month selected by City;
- Review the blasting records obtained for compliance with the criteria and standards of the PDD;
- Compare the blasting records with the independent blasting records obtained from the fixed locations and the mobile locations described below; and
- Prepare report which will provide a summary of the quarry blasting reports and evaluation of the results relative to the requirements of the PDD.
- Review of any citizen complaints forwarded from the city to determine any correlation to the data obtained.
- Provide recommendations regarding adverse impacts or non-compliant results.

3-month (option) - Review of Quarry Blasting Reports and Written Summary Report \$ 4,350

- Receive blasting records in electronic form from quarry personnel on a quarter selected by City;
- Review the blasting records obtained for compliance with the criteria and standards of the PDD;
- Compare the blasting records with the independent blasting records obtained from the fixed locations and the mobile locations described below; and
- Prepare report which will provide a summary of the quarry blasting reports and evaluation of the results relative to the requirements of the PDD.
- Review of any citizen complaints forwarded from the city to determine any correlation to the data obtained.
- Provide recommendations regarding adverse impacts or non-compliant results.

12-month (option) - Review of Quarry Blasting Reports and Written Summary Report \$10,550

- Receive blasting records in electronic form from quarry personnel for one year period;
- Review the blasting records obtained for compliance with the criteria and standards of the PDD;
- Compare the blasting records with the independent blasting records obtained from the fixed locations and the mobile locations described below; and
- Prepare report which will provide a summary of the quarry blasting reports and evaluation of the results relative to the requirements of the PDD.
- Review of any citizen complaints forwarded from the city to determine any correlation to the data obtained.
- Provide recommendations regarding adverse impacts or non-compliant results.

AIR QUALITY MONITORING, DATA COLLECTION, AND EVALUATION

Weekly - portable location air monitoring and written summary report

\$ 7,000

- Place three portable air samplers (TSI DustTrak 8530) at City-designated air monitoring sites for a one-week period (9:00 am Monday through 3:00 pm Friday);
- Check on monitors mid-week to assure proper operation;
- Observe quarry operations from off-site for one hour in conjunction with monitor visits;
- Download collected air-monitoring data at the end of the week; air quality monitoring will be for particulate matter (PM) with diameter of 10 micrometers or less (commonly referred to as PM10).
- Evaluate air data;
- Correlate air data with weather data and visual observations; and
- Prepare brief report which will provide a summary of the air monitoring and evaluation of the results relative to the requirements of the PDD.
- Review of any citizen complaints forwarded from the city to determine any correlation to the data obtained.

Notes:

- Periods and locations of placement will be decided upon consultation with the City. Air monitors will be positioned at nearby residential properties, upon the resident's permission and execution of waiver obtained by the City, or within the right-of-way, or other location, upon approval of the City;
- If monitoring is required for consecutive weeks, the monitors will run through the weekend;
- Each monitor will collect continuous particulate matter readings, which will be data-logged and retrieved at least weekly. One monitoring site will include a weather station, which will log precipitation, wind speed, wind direction, and temperature;
- Portable monitors will be in environmental enclosures to protect from weather;
- Monitors will be supplied with a timer and charger. Monitors will operate for about 12 hours, recharge for about one hour, and then begin monitoring again. This setup will allow the monitors to operate without daily battery changes and daily visits to the sites.
- Sampler will require direct access to a power source (110 volt), provided and/or arranged by the City and /or nearby residents or businesses to run chargers. Samplers can operate on batteries only, but Stantec would request assistance from the City on battery replacement and charging to offset daily visits to the monitors.
- By having three monitoring locations Stantec can assess the influence of weather conditions and have at least one station "downwind" at all times.
- Stantec proposes the following methodology for securing and placing the air monitors at such residential locations:
 - Coordinate with City personnel the required residential location for placement of the portable air monitor;
 - Communicate with the residential property owner via telephone to introduce ourselves and coordinate a mutually agreeable time to meet on-site during regular business hours for air monitor placement;
 - Discuss with residential property owner a mutually agreeable location for placement of the air monitor and discuss expected protocol to avoid damage to the air monitor;
 - Communicate scheduling of Stantec personnel to perform on-site maintenance of the air monitor and the battery source during the course of the monitoring period; and
 - Communicate scheduling of Stantec personnel to download air monitoring data and removal of the air monitor from the site during regular business hours.

Monthly - portable location air monitoring and written summary report

\$13,000

- Place three portable air samplers (TSI DustTrak 8530 with CAMPSite Remote Monitoring) at City-designated air monitoring sites for a one-month period;
- Check on monitors mid-week to assure proper operation;
- Observe quarry operations from off-site for one hour in conjunction with monitor visits;
- Download air-monitoring and weather data via satellite connection; air quality monitoring will be for particulate matter (PM) with diameter of 10 micrometers or less (commonly referred to as PM10).
- Evaluate air data;
- Correlate air data with weather data and visual observations; and
- Prepare brief report which will provide a summary of the air monitoring and evaluation of the results relative to the requirements of the PDD.
- Review of any citizen complaints forwarded from the city to determine any correlation to the data obtained.

Notes:

- Periods and locations of placement will be decided upon consultation with the City. Air monitors will be positioned at nearby residential properties, upon the resident's permission and execution of waiver obtained by the City, or within the right-of-way, or other location, upon approval of the City;
- Monitoring data will be uploaded through a satellite connection and be available to both Stantec and the City via a web portal (Note this is only available using the CAMPSite Remote Monitoring equipment which must be rented monthly or longer, not weekly).
- Website will be able to identify issues with the meters and send alerts relative to high level readings or issues with the monitors;
- Each monitor will collect continuous particulate matter readings. One monitoring site will include a weather station, which will log precipitation, wind speed, wind direction, and temperature;
- Portable monitors will be in environmental enclosures to protect from weather;
- Monitors will be supplied with a timer and charger. Monitors will operate for about 12 hours, recharge for about one hour, and then begin monitoring again. This setup will allow the monitors to operate without daily battery changes and daily visits to the sites.
- Sampler will require direct access to a power source (110 volt), provided and/or arranged by the City and /or nearby residents or businesses to run chargers. Samplers can operate on batteries only, but Stantec would request assistance from the City on battery replacement and charging to offset daily visits to the monitors.
- By having three monitoring locations Stantec can assess the influence of weather conditions and have at least one station "downwind" at all times.
- Stantec proposes the following methodology for securing and placing the air monitors at such residential locations:
 - Coordinate with City personnel the required residential location for placement of the portable air monitor;
 - Communicate with the residential property owner via telephone to introduce ourselves and coordinate a mutually agreeable time to meet on-site during regular business hours for air monitor placement;
 - Discuss with residential property owner a mutually agreeable location for placement of the air monitor and discuss expected protocol to avoid damage to the air monitor;
 - Communicate scheduling of Stantec personnel to perform on-site maintenance of the air monitor and the battery source during the course of the monitoring period; and
 - Communicate scheduling of Stantec personnel to download air monitoring data and removal of the air monitor from the site during regular business hours.

ADDITIONAL SERVICES

Per Visit - Quarry Operations Monitoring and Reporting by Direct Observation \$1,000 \$700

Conduct a qualitative site visit at both quarries to observe and document whether the sites are in compliance with the operation parameters defined in the PDD agreements, and to evaluate whether each quarry's general operations are consistent with best management practices employed by other quarries throughout the state and country. Site visits will be unannounced during business hours, and be conducted at a frequency agreed upon by the City. The days and times of the visits will vary. Qualitative data collected will include the following:

- Visual observation of all aspects of the mining operation, including but not limited to:
 - ~~Ground vibration~~
 - ~~Air blasts~~
 - ~~Noise~~
 - Trucking operations, ~~including on-site~~ and emphasizing directly adjacent off-site, in particular as it may pertain to dust issues along Rawson Avenue
 - Stormwater control and management, in particular as it may pertain to direct impacts to the Root River
 - ~~Outdoor vehicle and equipment washing~~
 - Any other mining operational issues that may affect local citizens in some form of adverse off-site impact
- Direct air quality observations, including:
 - General site and surrounding visual air quality, including opacity, in particular along Rawson Avenue
 - Dust control measures and issues on-site that may affect off-site receptors
 - Dust control issues directly adjacent off-site
 - Any other dust issues that may affect local citizens
- Quarry operations review, including:
 - Review of quarry records pertaining to dust control measures and recordkeeping, ensuring that both quarries are following standard protocol to minimize off-site impacts, and evaluating how well and how quickly they respond to potential of actual off-site impact situations
 - Comparison of records to stated performance objectives and respective PDD compliance, only as they pertain to dust in general, and along Rawson Avenue in particular

The findings of each visit will be documented on a standard form, which will be developed prior to the first visit and approved by the City. To minimize labor costs, the form will be filled in by hand during each site visit, and then scanned/posted to a project FTP site for review by City officials. Stantec may also obtain photos to document site or directly adjacent off-site conditions, and when appropriate short-duration video clips (e.g., showing dust impacts).

Per event - Public Meeting Attendance – Seismic \$ 500

- Present and highlight the results of all previously prepared and submitted seismic and blasting report; outside of normal business hours.

Per event - Public Meeting Attendance – Air Monitoring & Other Operational Conditions \$ 500

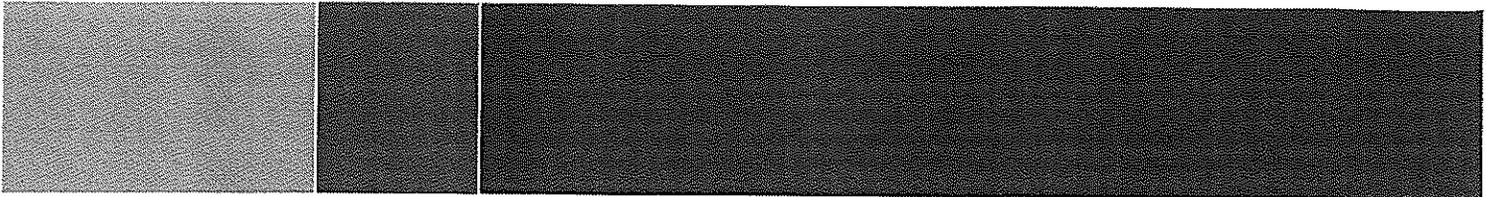
- Present and highlight the results of all previously prepared and submitted air reports and PDD compliance evaluations; outside of normal business hours.

As needed - Out-of-Scope Services as needed; standard time-and-material rates

- In conjunction with the blast and air monitoring tasks, along with the operational monitoring, assess whether each quarry is in compliance with other rules and regulations that may affect the local citizens. The primary focus will be on the blasting described in the PDDs. (Note: It is assumed that the Quarry Monitoring Committee will perform this task to reduce fees.)
- Since interim written reports will be provided following each “menu event” chosen by the City, an annual summary report is not likely necessary. If the City would still prefer to receive one, the scope of this deliverable would need to be determined by the City and a separate cost estimate can be prepared by Stantec.
- Additional written reports or services as requested by the city.

As needed - Additional Services no charge

- Notify the City Planning Manager of any condition (pertaining to blasting, air monitoring, noise or other PDD condition) that we become aware of that exceeds the allowances outlined in the PDD. This will be completed prior to noon the business day following the day we become aware of such event.
- As needed telephone or email interaction with City staff during regular business hours.



ATTACHMENT B

Sample of Selections Based on Proposed Tasks

City of Franklin, WI – Quarry Monitoring Services

Sample of Selections Based on Proposed Tasks

Task	Fee	Period	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal
BLAST MONITORING, DATA COLLECTION, AND EVALUATION															
Fixed-location blast monitoring and written summary report	\$1,100	Week				x	x	x	x	x	x	x			\$7,700
Mobile location blast monitoring and written summary report	\$1,800	Week													\$0
Seismograph comparison testing	\$700	Event													\$0
Review of quarry blasting reports and written summary report	\$1,750	1 month													\$0
Review of quarry blasting reports and written summary report	\$4,350	3 month													\$0
Review of quarry blasting reports and written summary report	\$10,550	12 month													\$0
AIR QUALITY MONITORING, DATA COLLECTION, AND EVALUATION															
Portable location air monitoring and written summary report	\$7,000	Week													\$0
Portable location air monitoring and written summary report	\$13,000	1 month					xxxx								\$13,000
ADDITIONAL SERVICES															
Quarry operations monitoring and reporting by direct observation	\$700	Event	x	x	x	x	xx	xxx	xxx	xxx	xxx	xx	x	x	\$15,400
Public meeting attendance – seismic	\$500	Event		x							x				\$1000
Public meeting attendance – air monitoring & other operational conditions	\$500	Event		x						x					\$1000
OUT-OF-SCOPE SERVICES															
PDD compliance assistance or other areas as requested	T&M	Event													\$0
Notification of exceedances and communication with City staff	no charge	Event	x	x	x	x	x	x	x	x	x	x	x	x	no charge
														ANNUAL TOTAL	\$38,100

City of Franklin, WI – Quarry Monitoring Services

Selections Based on Proposed Tasks

Task	Fee	Period	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal
BLAST MONITORING, DATA COLLECTION, AND EVALUATION															
Fixed-location blast monitoring and written summary report	\$1,100	Week													
Mobile location blast monitoring and written summary report	\$1,800	Week													
Seismograph Comparison Testing	\$700	Event													
Review of quarry blasting reports and written summary report	\$1,750	1 month													
Review of quarry blasting reports and written summary report	\$4,350	3 month													
Review of quarry blasting reports and written summary report	\$10,550	12 month													
AIR QUALITY MONITORING, DATA COLLECTION, AND EVALUATION															
Portable location air monitoring and written summary report	\$7,000	Week													
Portable location air monitoring and written summary report	\$13,000	1 month													
ADDITIONAL SERVICES															
Quarry Operations Monitoring and Reporting by Direct Observation	\$700	Event													
Public Meeting Attendance – Seismic	\$500	Event													
Public Meeting Attendance – Air Monitoring & Other Operational Conditions	\$500	Event													
OUT-OF-SCOPE SERVICES															
PDD Compliance Assistance or Other Areas as Requested	T&M	Event													
Notification of Exceedances and Communication with City Staff	no charge	Event	x	x	x	x	x	x	x	x	x	x	x	x	no charge
															ANNUAL TOTAL

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">04/16/13</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">STATUS REPORT TO THE COMMON COUNCIL REGARDING A PROPOSED REZONING AND COMPREHENSIVE MASTER PLAN AMENDMENT FOR PROPERTY LOCATED AT APPROXIMATELY 9733 SOUTH 76TH STREET (CITY OF FRANKLIN, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.6.</i></p>

INTRODUCTION

At its April 4, 2013 meeting, the Plan Commission directed the Planning Department to initiate a rezoning and a Comprehensive Master Plan (CMP) Amendment for the property located at approximately 9733 S. 76th Street (two parcels encompassing approximately 18 acres owned by Southbrook Church Inc.), and to inform the Common Council of these preliminary actions. More specifically, to rezone the subject property from I-1 Institutional District to BP-Business Park District, and to change the CMP's Future Land Use Map for the subject property from Institutional use to Business Park use.

BACKGROUND/HISTORY

Prior to 2010, the subject property was zoned R-8 Multiple-Family Residence District, was used for agricultural purposes, and was planned for commercial use in the City's Comprehensive Master Plan.

In July of 2010, Southbrook Church Inc. requested that the subject property be rezoned to I-1 Institutional District, and the Comprehensive Master Plan be amended to designate the subject property as future institutional use, in anticipation of constructing a church on that property. The Common Council subsequently approved the rezoning and CMP amendment at its September 7, 2010 meeting. However, Southbrook Church did not move forward with its plans to construct a church on this property but rather purchased an existing church within the St. Martins area in 2012.

ANALYSIS

Mayor Taylor had therefore requested that the Planning Department bring this matter to the Plan Commission's attention, and for consideration of a possible rezoning of this property. In its report on this matter, and in support of a rezoning and Comprehensive Master Plan Amendment, Planning staff noted that the Ryan Creek Interceptor Sewer is nearing completion, that interest from nearby property owners in connection to that sewer appears to be growing, and that interest may exist in a possible business park(s) within the southern portions of the City. Planning staff also noted that lands designated for future business park uses in the City's CMP are located immediately west of the subject property.

It is important to note that the subject property owner, Southbrook Church, has been informed of this possible rezoning and has indicated interest in discussing this subject, but has yet not made any final decision on this matter. At the April 4th Plan Commission meeting, Alderman Skowronski had noted that he would discuss this matter with representatives of Southbrook Church.

It is also important to note that pursuant to Section 15-9.0202 of the Unified Development Ordinance, Text Amendments and Zoning Map Changes and Amendments, Initiation, "A change or amendment may be initiated by the Common Council, the City Plan Commission, or by a petition of one (1) or more of the owners or lessees of property within the area proposed to be changed."

NEXT STEPS

The Planning Department sent the public hearing notice to the local newspaper for the Comprehensive Master Plan Amendment on April 11th, and will send the public hearing notice to the local newspaper for the rezoning on April 18th.

As such, the public hearing on the rezoning will be scheduled for the May 9, 2013 Plan Commission meeting. Action on this matter, a recommendation to the Common Council, could occur at that time.

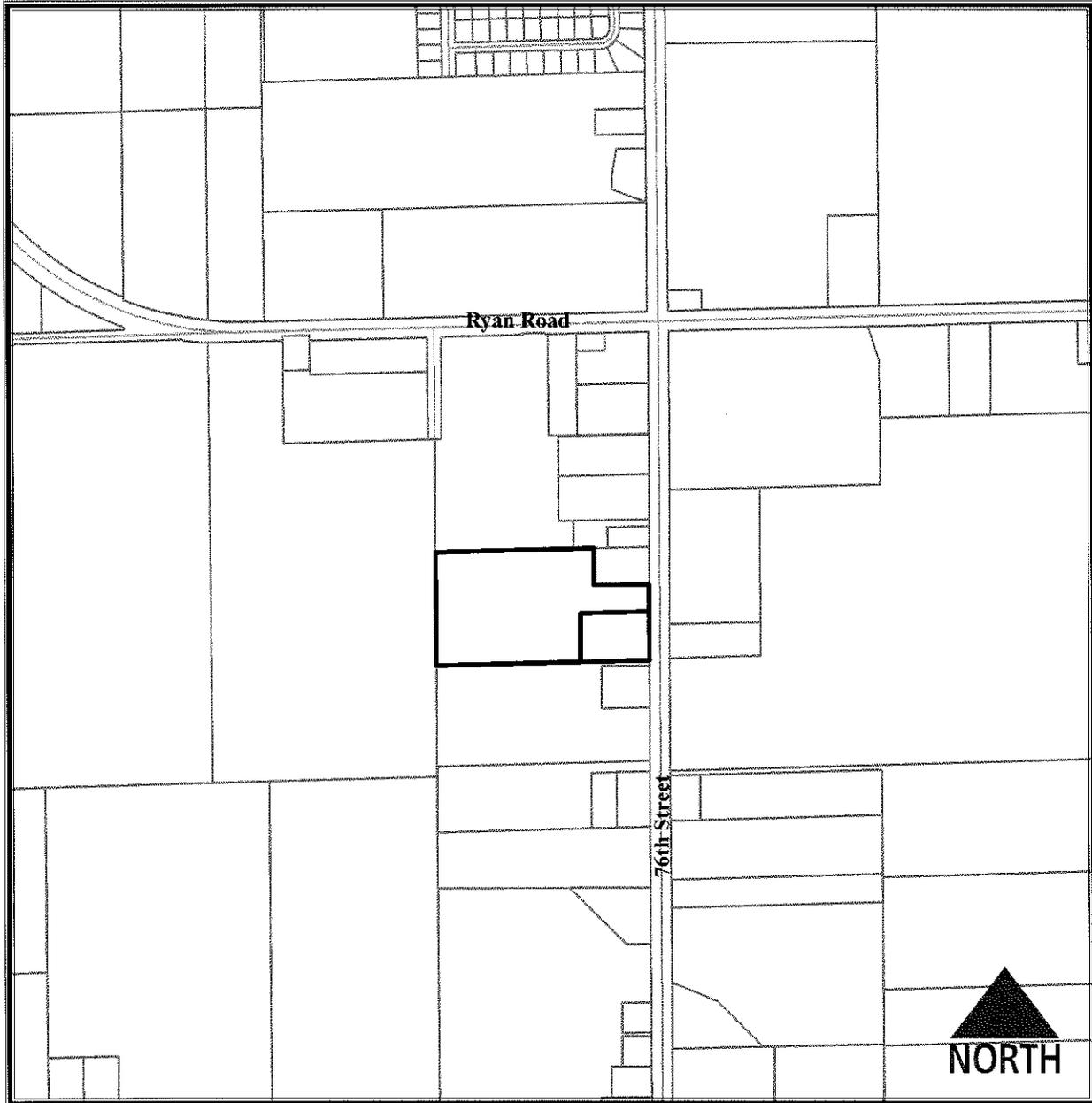
The public hearing on the CMP Amendment is scheduled for the May 21, 2013 Common Council meeting. Action by the Common Council on the CMP Amendment, as well as on the rezoning, could occur at that time.

COUNCIL ACTION REQUESTED

No action necessary at this time.



9733 South 76th Street



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.



9733 South 76th Street



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.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 4/16/13
Reports & Recommendations	SUBJECT: Authorize staff to proceed with the preparation of the Surface Transportation Program Grant, for the design, right-of-way acquisition and construction of the improvement, in urban section of W. Puetz Road from S. 76 th Street to W. St. Martins Road	ITEM NO. 6.7.

BACKGROUND

The City of Franklin street program utilized two funding sources to supplement City funding. The two WDOT administered grant programs are the Local Road Improvement Program (LRIP) and Surface Transportation Program (STP) – Urban. It is anticipated that the LRIP Program will in a similar way provide match funding in the amount of \$77,000 for a project within a two year period. The other source of funding, STP – Urban is apparently going to receive several rather radical charges which need to be considered by the City.

ANALYSIS

It is believed that the Wisconsin Department of Transportation (WDOT), in response to the Federal Highway Administration, will be changing the evaluation criteria for Surface Transportation Program (STP) funding of arterial street construction. In addition, the term of funding will be extended from two (2) years to six (6) years.

The above will necessitate municipalities such as Franklin to consider the most fundable project(s) and make decisions over a longer period of time. The deadline for submittal for 2013-2018 Program is June 28, 2013.

The STP Urban Program is a State funding program that can be used by the City to upgrade local arterial streets. Under this program the State allows the use of federal funds in the amount of 80 percent of the project cost for streets that qualify. This program was previously used for W. Puetz Road from S. 76th Street east to S. 43rd Street, and most recently for the City participation for sidewalks along the east side of S. 76th Street a Milwaukee County STP project.

Staff has evaluated roads that are potentially eligible for STP funding. The evaluation criteria is a best effort to identify what will be used to select projects. Other criteria may be incorporated into the selection decision. The apparent most fundable City project is W. Puetz Road from S. 76th Street to S. Martins Road.

The City of Franklin has for a number of years considered the reconstruction of W. Puetz Road from S. 76th Street (CTU U) to St. Martins Road (STU 100). A full reconstruction is necessary for the following reasons:

1. The pavement condition has a rating which will soon drop to a 3 (10 to 1 scale). The western portion of which reacts to freeze/thaw poorly, leaving uneven pavement surface. Patching and resurfacing repairs of W. Puetz Road have a limited effective life.
2. The leveling of a rise in the road west of S. 84th Street will improve sight distance.
3. Roadside ditches typically are deep and close to the existing narrow road side shoulders.
4. There are no pedestrian or bike trails or walks along W. Puetz Road, making east/west travel difficult.

The following are considerations in reviewing the selection of W. Puetz Road at this time:

- 1.) Local program (STP-Urban) is not apparently financially healthy; program commitments are "significantly over program." It could be, therefore, desirable to lock in funding for the majority of project cost, construction. Design and right-of-way acquisition could be done by the City. This would give added flexibility to submitting earlier for construction phase of the reconstruction.
- 2.) The alternative design that is right for the site should be chosen. A rural cross-section would require eight foot shoulders to meet WDOT funding requirements. The need to save trees and minimize right-of-way acquisition and temporary grading limits favors an urban cross section.
- 3.) W. Puetz Road will need to be maintained for several years, awaiting funding availability. There will be a wait optimistically, until 2015, more likely 2016 or 2017 before construction can occur.

This will allow Milwaukee County to construct S. 76th Street and future developers of the St. Martins Road/W. Loomis Road commercial site to finish the west limits of W. Puetz Road.

The review and choice of W. Puetz Road and design option(s) will be submitted to the Common Council for review and approval to submit for a grant application in the next several meetings. The application does not guarantee the City of the reconstruction project funding.

OPTIONS

In 2007 the City submitted an STP-Urban Grant for the reconstruction of W. Puetz Road in urban section, that being with concrete curb and gutter, sidewalk(s) and storm sewer appurtenances. The preliminary total project cost of \$3,300,000 of which the City would have been responsible for approximately \$650,000 for its 20% match and acquisition. The City initially received the grant offer but lost the grant after a joint municipality application rated slightly higher.

In 2010 the City after evaluating cross section alternative design, urban/rural at a public meeting did not choose the preferred.

Staff supports the 2007 submittal of urban section which could incorporate slightly revised urban on-road accommodations for bikes and pedestrians.

FISCAL NOTE

Along with cross sections, up-dated estimated total project costs and cost of City participation will be submitted to Council for consideration.

RECOMMENDATION

Motion to authorize staff to proceed with the preparation of the Surface Transportation Program Grant, for the design, right-of-way acquisition and construction of the improvement, in urban section of W. Puetz Road from S. 76th Street to W. St. Martins Road.

RJR/db

Enc.

Ca\STP Grant for improvement of Puetz from 76th to St. Martins Road 2013

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>slw</i> Reports & Recommendations	SUBJECT: A resolution awarding contract to the lowest bidder, Black Diamond Group, Inc. in the amount of \$697,788.80, for the 2013 Local Street Improvement Program	4/16/13 ITEM NO. <i>6.8.</i>

BACKGROUND

The City of Franklin received three (3) bids on April 11, 2013 for the 2013 Local Street Improvement Program. This street improvement program was previously approved by the Common Council on February 19, 2013. The program is anticipated to begin in June with completion scheduled for the end of August. The final portions of the program, W. Venture Drive road improvement and S. 60th Street Bridge repair will be bid separately with project completion also in late August.

ANALYSIS

The bids received were as follows:

Black Diamond Group, Inc.	\$697,788.80
Stark Asphalt	\$714,532.70
Payne & Dolan, Inc.	\$729,337.10

The engineer's estimate was \$756,300. Staff recommends the award to Black Diamond Group, Inc. in the amount of \$697,788.80. Competitive prices were received for most bid items. Bituminous pavement was bid in the mid \$40's per ton, for binder course; and, surface (top) course was somewhat higher being in the low \$50's per ton.

OPTIONS

Approve or deny the award.

FISCAL NOTE

As anticipated, the bids received are competitively low; the low being approximately \$100,000 less than the preliminary estimate. This should allow this year's program to be within the budget amount of \$778,450.

RECOMMENDATION

Motion to adopt Resolution No. 2013-_____, a resolution awarding contract to the lowest bidder, Black Diamond Group, Inc. in the amount of \$697,788.80, for the 2013 Local Street Improvement Program.

RJR/sg

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2013 - _____

A RESOLUTION AWARDED CONTRACT TO THE
LOWEST BIDDER, BLACK DIAMOND GROUP, INC. IN THE AMOUNT OF \$697,788.80,
FOR THE 2013 LOCAL STREET IMPROVEMENT PROGRAM

WHEREAS, the City of Franklin advertised and solicited bids for the 2013 Local Street Improvement Program; and

WHEREAS, the low bidder was Black Diamond Group, Inc., with a bid of \$697,788.80; and

WHEREAS, Black Diamond Group, Inc. are qualified public works contractors.

WHEREAS, it is in the best interest of the City as recommended by the City's staff to award the contract at the total base bid of \$697,788.80 to Black Diamond Group, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Black Diamond Group, Inc. be awarded the contract for the 2013 Local Street Improvement Program.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Black Diamond Group, Inc. on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

APPROVED:

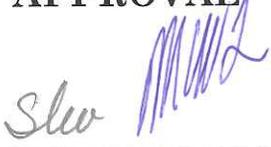
Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RJR/sg

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/16/2013
REPORTS & RECOMMENDATIONS	Informational Update on State Legislative Items that may Affect or Impact the City of Franklin	ITEM NUMBER G.9.

This item will serve as a brief informational update on legislative items that may affect or impact the City of Franklin. Due to overall workload issues this is not intended to be an exhaustive listing of all state legislation. Rather, it summarizes the issues that have come to my attention through peers, consultants, and professional organizations. Furthermore, the summary is intended to simply be an introduction to the issues; therefore, if more detail is needed, staff should be directed as such. Similarly, if the Common Council desires to formally express a position on any of these items, I would suggest that the item be placed on the next agenda for discussion. Lastly, staff will continue to monitor the issues and apprise the Mayor and Common Council of significant developments as appropriate. For example, after further review, it is possible staff will forward the issue of negative adjustments for prior debt service levy limits to the Finance Committee. Hopefully you find this legislative update beneficial.

League of Wisconsin Municipalities Legislative Agenda for 2013-2014

The League of Wisconsin Municipalities Legislative Agenda for the 2013-2014 Legislative Session identifies its core principals as 1) preserve local control and 2) preserve local revenue sources. The specific top priorities identified for the 2013-2014 Session are 1) restoring shared revenue funding to 2002 levels; 2) requiring state departments to publish reports, aid estimates, and other information critical to helping municipalities prepare annual budgets by at least July 1, and prohibiting state agencies from renegeing or reducing grants and aid amounts after municipalities have adopted their budgets based on state estimates of future payments; and 3) Act 10 follow-up to pass legislation treating police and fire employees the same as general municipal employees with respect to making mandatory WRS contributions. The League of Wisconsin Municipalities also has the following items on the legislative agenda.

- State Shared Revenues. The shared revenue and expenditure restraint programs must be maintained and funding levels should be increased. More specifically, the League supports the shared revenue proposal known as Regional Economic Development Incentive (REDI); a more detailed description is on Page 2 of their document (attached).
- Local Transportation Funding. The League has identified 5 transportation initiatives (described further on Page 3 of their document) which are as follows:
 - Increase funding for General Transportation Aids (GTA).
 - Modify the GTA distribution formula, shifting money from towns to cities and villages for a more equitable distribution.
 - Fix local roads first.
 - Increase funding of the mass transit operating assistance program.
 - Enact Regional Transportation Authority enabling legislation.

- Allow Municipalities to Shift the Cost of Certain Services Off Property Tax Levy. Provide municipalities with the option to shift the cost of certain services, like fire and police, off of the property tax by expanding municipal authority to charge all property owners, including tax exempt entities, fees for making certain services available. Such legislation, which could have significant philosophical impacts on the operation of municipal government, could be a trend if property tax limitations remain in place.
- Expand Municipal Power to Collect Payments in Lieu of Taxes. Authorize municipal sewer and stormwater utilities to make payments in lieu of taxes (PILOTS) to municipalities. This would create another revenue option which would be under local control.
- County Reimbursement for Municipal Library Capital Costs. Require counties to reimburse municipalities for portions of library capital expenditures as well as operational expenditures.
- Eliminate property tax levy limits because they violate principles of local control. If not eliminated, the following modifications should be made:
 - End "use it or lose it" by restoring to municipalities the ability to fully carry over any unused levy capacity from prior years.
 - Allow 100% of the value increment of a closing TIF district to be added to the municipality's allowable levy (an increase from 50% currently).
 - Exempt from levy limits the cost of providing new services at the local level.
 - Exempt all municipalities with municipal property tax rates under \$5 per thousand dollars of equalized value from the levy limit provisions.
 - Exempt municipalities with tax levies of less than \$400 per capita from levy limits.
 - Allow municipalities that experienced less than 2% growth in equalized value from net new construction for 2 successive years to increase their levy by 3% or CPI, whichever is greater.
- Reduce number and scope of tax exemptions to reduce property tax burden on homeowners, such as (more detail on Page 4 of their document) narrowing computer tax exemption, narrowing student housing exemption, reducing interest on tax refunds, and reviewing existing exemptions.
- The League supports the enactment of legislation establishing a fair method of sharing the cost of assessing property values by requiring all taxing jurisdictions within a municipality to contribute a proportionate share towards such costs.
- Eliminate double taxation of municipal property owners. For example, legislation should be enacted exempting city and village taxpayers from paying property taxes for sheriff patrol services, county zoning and planning, and other services the county does not provide to city or village residents.
- Repeal or fund state/federal mandates imposed on municipalities, especially related to certain water quality standards.

- The League also supports (details on Page 6) legislation on the following:
 - Repeal state limit on number of liquor licenses a community can issue.
 - Increase maximum liquor license fees municipalities can charge.
 - Allow municipalities to charge record requesters cost of deleting parts of requested records.

State Budget Bill

Ehlers prepares and distributes a nice summary of the budget bill relative to local government budgets and finance, which is attached for your convenience. Following is a very brief, high-level summary of certain items with municipal impacts.

- Shared Revenue: The County and Municipal Aid Account is proposed to have an increase of just over 3/10ths of 1% over the current year funding level.
- Expenditure Restraint: The expenditure restraint program is proposed to be funded at the same level of funding as the prior State budget period. The formula for qualification for payment will remain the same, but language is proposed to be added to the expenditure restraint statutes that would clarify how transfers of services from one governmental entity to another are considered with respect to calculation of operating expenditures. The proposed change specifies that the addition or deduction of the transferred service costs would not be applicable in cases where the governmental unit that has transferred the service is making payments to the governmental unit now providing the service.
- Transportation Aids: For both years of the biennium, the proposed budget would maintain funding levels at the same level as the current year.
- Levy Limits: Most provisions of the levy limits applying to cities, villages, towns, and counties remain the same under the proposed budget, including the allowable annual increase which will continue to be equal to zero, or net new construction, whichever is greater. Two provisions that are proposed to change are as follows: 1) a "negative adjustment" provision applicable to general obligation debt issued prior to July 1, 2005 that effectively precludes the opportunity to "convert" prior debt service levy dollars to the operating levy; and 2) provide authority to "carryover" a limited amount (potentially .5% of total levy) of any unused levy limit authority from the prior year, but require that such carryover first be approved by a super majority of the governing body.

The State Budget bill also includes the following:

- Local government employee residency requirements: The budget bill includes a prohibition against any city, village, town, county, or school district from requiring that any employee or prospective employee, as a condition of employment, reside within any jurisdictional limit. This provision has received a lot of press coverage. The ICC recently adopted a resolution indicating that residency requirements should be a matter of local control and are not budget matters warranting inclusion in the Budget Bill. The League of Wisconsin Municipalities also opposes this legislation. The City does have residency requirements in its Police contract.
- Restrictions on rehiring of WRS retirees.
- Allowance for a health premium surcharge (up to \$50/month) for those who use tobacco products.

Other recently introduced legislation includes the following:

- A bill was submitted prohibiting a local government from providing retiree health care benefits to any employee hired on or after January 1, 2014, unless the cost of the benefit is fully funded in a segregated account on an actuarial basis. Although many communities continue to fund retiree health care on a "pay as you go" basis, Franklin is funding its obligations in an OPEB trust, so would not be significantly impacted by this legislation.
- A bill was introduced clarifying the meaning of language making the design and selection of health care plans offered to public safety employees a prohibited subject of bargaining. Interpretation of the language of Act 32 has been challenged in court and judges have provided conflicting direction. The League is supporting this bill. This bill would be beneficial to the City and would reduce the risks associated with adverse court decisions. Documentation from the League and a copy of the bill is attached.
- AB86 exempts from the prevailing wage law a project of public works that is intended to facilitate the reuse of a vacant or underutilized industrial facility.
- AB99 would divert telephone fees to the state 911 grants.
- SB112 would repeal state law requiring counties to incorporate municipal master plans into county's comprehensive plan, including the requirement that any official city map be included without changes.
- AB106 would restrict public access to utility customer information.
- A bill was recently introduced such that the minimum retirement age for public employees would increase by 2 years; the minimum age would rise to 57. For police and firefighters, it would increase 2 years to 52. The State Department of Employee Trust Funds said a thorough actuarial study was needed to make sure the change wouldn't cause unintended problems.
- AB85 is intended to address the compensation for and composition of the Milwaukee County Board.

LRB 1234/2 Relating to Notices to Municipalities Regarding Property Tax Credits

LRB 1234/2 is a Bill that City Finance Director & Treasurer Cal Patterson has been working closely on with Senator Mary Lazich. This Bill will be introduced by Senator Mary Lazich and is also being sponsored by Representative Jeff Stone that would require the Department of Revenue (DOR) to provide information to municipalities and counties 15 days earlier than currently required in statute. Under current law, on or before December 1, the DOR must provide municipalities the information necessary to distribute property tax credits in the following year to taxpayers who own property in the municipalities. Under this Bill, DOR must provide this information to municipalities on or before November 15 of the year preceding the year in which the credits are distributed.

COUNCIL ACTION REQUESTED

Informational item only.

League of Wisconsin Municipalities

Legislative Agenda

2013-2014 Legislative Session

About the League:

The League of Wisconsin Municipalities is a voluntary nonprofit and nonpartisan association of cities and villages working to improve municipal government's ability to serve the people. Established in 1898, the League provides information, training, insurance programs, legal advice and legislative advocacy for Wisconsin municipalities. The League's membership consists of 393 villages and 190 cities.

For more information about the League, its members, and the services we offer visit our Web site: www.lwm-info.org.

Core Principles

- **Preserve Local Control.** Wisconsin cities and villages are granted extensive home rule powers to govern themselves in local matters without state interference. The League opposes any legislation preempting or reducing municipal authority relating to *spending and taxing decisions, annexation, land use regulation, labor relations, impact fees, tax incremental financing, and other matters that are primarily local in nature.*
- **Preserve Local Revenue Sources.** Municipalities are where most of Wisconsin lives, works, plays and learns. Industry and commerce occur almost exclusively in municipalities. Most hospitals, colleges and universities are located in municipalities. Most libraries, museums, performance centers and other cultural outlets are located in municipalities. Municipalities are responsible for:
 - Building and maintaining the infrastructure necessary for economic growth.
 - Providing public services necessary for a high quality of life.

The delivery of quality services depends on having reliable and sufficient revenues. Wisconsin municipalities receive most of their revenue from two sources: property taxes and state aids. It is imperative that the municipal tax base be preserved and that the state help fund vital local services. The League opposes legislation that: (1) reduces shared revenue and other state aids to municipalities; or (2) erodes the property tax base.

Top Priorities for 2013-2014 Session

1. **Shared Revenue Funding.** Restore shared revenue funding to 2002 levels.
2. **Timely and Dependable Financial Information from the State.** Amend state law to require that the Department of Revenue, the Department of Transportation, and other state agencies publish reports, aid estimates, and other information critical to helping municipalities prepare their annual budgets by at least July 1 (e.g., assessed equalized values, net new construction values, WRS contribution rates, exempt computer values, shared revenue estimates, and general transportation aid estimates). Also, prohibit state

agencies from renegeing or reducing grants and aid amounts after municipalities have adopted their budgets based on state estimates of future payments.

3. **Act 10 Follow Up – Treat all Municipal Employees the Same with Regard to Wisconsin Retirement System Contributions.** Pass legislation treating police and fire employees the same as general municipal employees with respect to making mandatory WRS contributions.

Legislative Agenda for 2013-2014 Session

Finance

State Shared Revenues. For over 90 years the shared revenue program has been a key component of Wisconsin's state and local relationship. During the last dozen years, funding for the program has been cut several times and even threatened with elimination due to the state's fiscal difficulties.

- The shared revenue and expenditure restraint programs must be maintained and funding levels should be increased.
- The League supports the shared revenue proposal known as Regional Economic Development Incentive (REDI), which was originally introduced as 2009 AB 833/SB 532. REDI calls for increasing funding for the shared revenue program annually by the same percentage that the state general fund expenditures grew over the previous budget. Under REDI, the current shared revenue appropriation would continue to be distributed to municipalities in the same manner it has been in recent years. Any new dollars added to the program would be distributed to cities, villages and towns according to the following formula:
 1. 25% to be distributed by economic regions based on the change in each region's personal income as a percentage change in the state's personal income.
 2. 75% to be distributed statewide on a per capita basis to cities, villages and towns that levy at least 1 mill. Percentage adjustments would be made to each municipality's population based on an average of the following two factors: per capita property value and per capita adjusted gross income.

Local Transportation Funding. A safe, efficient and well-maintained transportation system is critical to Wisconsin's economic prosperity and quality of life. Local governments have jurisdiction over 90% of Wisconsin's road miles. Municipalities are also responsible for operating mass transit systems in Wisconsin.

The percentage of local transportation related costs that the state reimburses has steadily declined. When the current general transportation aid formula was established in 1988, cities and villages received payments covering 24 percent of their costs. Today, general transportation aid payments equal on average about 13 percent of municipal costs. State policymakers should:

- **Increase funding for GTA** to a level that is sufficient to return the state's share of local costs to 1988 levels – covering 24 percent of municipal costs.
- **Modify GTA Distribution Formula.** The current method of distributing GTA is not equitable and should be modified. GTA covers nearly 40% of towns' reported costs and only 13% of municipal transportation related costs. **The solution:** Eliminate the rate per-mile payment option and distribute GTA to all local governments, including towns, exclusively on a share of cost basis. If this is not feasible, at a minimum, reduce from 85% to 50% the maximum percentage of three year average transportation costs that GTA payments can cover for cities, villages and towns.
- **Fix Local Roads First.** Direct a greater proportion of the state's limited Transportation Fund dollars to helping cities and villages maintain local streets.
- **Increase funding of the mass transit operating assistance program** to 42 percent of the cost of mass transit systems, which is the benchmark recommended by the 2007 Joint Legislative Committee on Transportation Needs and Finance. If this is not possible, at a minimum restore the 10 percent cut in funding made in the 2011-2013 biennial budget.
- **Enact Regional Transportation Authority Enabling Legislation** similar to 2009 AB 282/SB 205, authorizing local governments to create RTAs with the ability to levy a sales tax to raise sufficient revenue to finance their capital costs and operations.

Allow Municipalities to Shift the Cost of Certain Services Off Property Tax Levy. Provide municipalities with option to shift the cost of certain services, like fire and police, off of the property tax by expanding municipal authority to charge all property owners, including tax exempt entities, fees for making certain services available.

Expand Municipal Power to Collect Payments in Lieu of Taxes. Authorize municipal sewer and stormwater utilities to make payments in lieu of taxes (PILOTS) to municipalities. Under current law, municipal water and electric utilities may make a PILOT to the municipality, but not municipal sewer and stormwater utilities.

County Reimbursement for Municipal Library Capital Costs. Require counties to reimburse municipalities for library capital as well as operational expenditures. Under current law, when residents of unincorporated areas use a municipal library, the county must make a payment to the municipality to cover a portion of the library's operating costs. Also, under current law it is allowable for counties to reimburse library capital costs. Currently, Dane, Washington, and Winnebago Counties voluntarily provide at least partial reimbursement for library capital costs. State law should be changed to make such payments mandatory.

Property Tax

Eliminate Property Tax Levy Limits. The 2011-13 state budget, Act 32, made strict property tax levy limits on municipalities permanent. Under Act 32, a municipality is allowed to increase its levy over the amount it levied in the prior year by the percentage increase in equalized value from net new construction. Levy limits have been imposed on municipalities since 2005. Levy

limits violate principles of local control and are particularly harsh and unfair in the current fiscal environment. Municipalities face increases in health insurance premiums, fuel and energy costs, and dramatic reductions in investment income. State policymakers should eliminate levy limits on municipalities. At a minimum, the following modifications must be made:

- End “use it or lose it” by restoring to municipalities the ability to fully carry over any unused levy capacity from prior years. Current law severely restricts the amount of unused levy capacity that municipalities can carry over.
- When a TIF district terminates, allow 100% of the value increment of the former district to be added to the municipality’s allowable levy. Current law allows 50% of the value increment to be added to the allowable levy.
- Exempt from levy limits the cost of providing new services at the local level.
- Exempt all municipalities with municipal property tax rates under \$5.00 per thousand dollars of equalized value from the levy limit provisions.
- Exempt municipalities with tax levies of less than \$400 per capita from levy limits.
- Allow municipalities that experienced less than two percent growth in equalized value from net new construction for two successive years to increase their levy by three percent or CPI, whichever is greater.

Reduce Number and Scope of Tax Exemptions to Reduce the Property Tax Burden on Homeowners. Increases in property tax exemptions over the years have contributed to unfairly shifting more of the burden of paying for municipal services onto homeowners. In 1970, residential owners paid 50.6% of all property taxes in Wisconsin. Today, homeowners pay 70% of the total. We urge state policymakers to:

- **Narrow Computer Tax Exemption.** Enact legislation clarifying that the personal property tax exemption for computers does not extend to a broad array of medical equipment, such as digital imaging and diagnostic equipment.
- **Narrow Student Housing Exemption.** Enact legislation similar to 2011 AB 496, clarifying that the property tax exemption for a certain student housing facility on the UW Madison campus does not apply to housing facilities owned by fraternities and sororities.
- **Reduce Interest on tax Refunds.** Wis. Stat. sec. 74.35(4) requires municipalities to pay 9.6% annual interest on tax refunds paid to entities later found to be tax exempt. Sec. 74.35(4) should be amended to be consistent with sec. 74.37(5), which limits the interest paid on excessive assessment claims to the average annual discount rate of 6-month U.S. treasury bonds.
- **Review Existing Exemptions.** Establish a process for reviewing existing property tax exemptions and retaining only those advancing important public policy goals.

Fairly Apportion Cost of Property Tax Assessments among all Taxing Jurisdictions. Cities and villages bear the full cost of assessing properties within the community to determine their value for property tax purposes. All jurisdictions levying property taxes within the municipality, such as the county and the school district, rely on the municipality’s assessed value of the

property tax base. The League supports the enactment of legislation establishing a fair method of sharing the cost of assessing property values by requiring all taxing jurisdictions within a municipality to contribute a proportionate share towards such costs.

Eliminate Double Taxation of Municipal Property Owners. Taxpayers in cities and villages pay county property taxes for certain services they do not receive from the county because the city or village provides such services. Two examples of this double taxation are county sheriff patrol services, and planning and zoning administration. In the past, state policymakers have recognized the inequity of municipal property taxpayers paying twice for certain services. For example, state law currently allows municipalities to opt out of paying the county levy for library services and public health department functions. Legislation similar to 2007 AB 253 should be enacted exempting city and village taxpayers from paying property taxes for sheriff patrol services, county zoning and planning, and other services the county does not provide to city or village residents.

State Mandates

Repeal or fund state/federal mandates imposed on municipalities, especially the following:

- Water quality standards dramatically limiting the amount of phosphorous allowed in municipal wastewater treatment plant effluent.
- Total Maximum Daily Load (TMDL) water quality standards limiting the amount of pollutants (e.g., phosphorous and sediment) that may be discharged into impaired rivers like the Rock and Fox.) State and federal financial support is needed for TMDL implementation by municipalities. The state should establish a Water Quality Improvement Program to help fund innovative local TMDL implementation efforts.

Exempt Water Tower Maintenance from Prevailing Wage Law. Exempt water tower maintenance and painting contracts from the prevailing wage law requirements.

Annexation, Consolidation, Planning

Treat Town Sanitary and Water Districts the same as Towns for Purposes of Challenging Unanimous Approval Annexations. Under 2012 Wisconsin Act 128, a town may seek court review of a unanimous approval annexation only under limited circumstances. Legislation should be enacted clarifying that town sanitary and water districts are subject to the same limitations as towns with regard to challenging unanimous approval annexations.

Make County Shoreland Zoning Ordinances Inapplicable to Annexed Territory. Repeal a provision in state law making county shoreland zoning ordinances apply in cities and villages after town territory is annexed into the city or village.

Make it Easier for Municipalities to Consolidate. Enact legislation similar to **2011 AJR 41**, amending the Wisconsin constitution to create an exception to the uniformity clause that would allow a municipal governing body to establish different tax rates in recently consolidated parts of a community. Such a change would allow local governments to address the biggest stumbling block to consolidating two neighboring communities - tax rate disparity due to service level differences.

Intoxicating Liquor Licensing

Repeal State Limit on Number of Liquor Licenses a Community can Issue. The State of Wisconsin imposes on municipalities a quota for "Class B" liquor licenses that limits the number of liquor licenses a community can issue to bars and restaurants. Restricting the number of liquor licenses interferes with local control and the free market system, can hurt the economic development of a community, and represents a relic from the days of Prohibition that has outlived its usefulness. The League urges the Legislature and the Governor to enact legislation repealing the quota on "Class B" liquor licenses.

If this is not possible, then the League urges the Legislature to enact legislation similar to 2011 SB 276, creating an exemption to the state imposed limit on the number of liquor licenses a municipality can issue for new full service restaurants that locate within the community.

Increase Maximum Liquor License Fees Municipalities can Charge. Enact legislation increasing from \$500 to \$2,500 the cap on "Class B" liquor license fees that municipalities may charge. Municipalities set liquor license fees within a range established by state law. The maximum "Class B" liquor license fee for bars and restaurants that a municipality may charge is \$500. This statutory maximum has not been increased since at least 1969. Municipal costs of administering and policing liquor licensed establishments often far exceed \$500 per license.

Other Priorities

Allow Municipalities to Charge Record Requesters Cost of Deleting Parts of Requested Records. The League supports enacting legislation allowing municipalities and other authorities to charge records requesters the actual cost of staff time to review and redact confidential information from the requested records.

Allow Municipal Governing Body Members to be Employed by their City or Village on a part-time Basis. Wis. Stat. sec. 60.37(3) allows town board members to be employed by their town as long as the person is paid no more than \$5,000 each year as a town employee. The League supports enacting legislation similar to sec. 60.37(3) allowing village board trustees and common council members to be employed part-time by their village or city as long as their earnings as a municipal employee do not exceed \$5000 annually.

Treat 3rd Class Cities the Same as 4th Class Cities with Regard to Plumbing Supervisors. Under current law, sec. 145.05(1), Stats., 1st, 2nd and 3rd class cities must appoint one or more licensed plumbers as plumbing supervisors to supervise all plumbing. Fourth class cities and villages have the less expensive option of appointing as plumbing supervisors practical plumbers, skilled sanitarians, or competent persons familiar with plumbing. The League supports enacting legislation treating 3rd class cities the same as 4th class cities for purposes of appointing plumbing supervisors.

Include Municipalities in State Led Cleanup Efforts Involving Chemical Spills Near Municipal Wells. Under current law, cleanup of chemical spills contaminating municipal groundwater or drinking water is supervised and regulated by the Department of Natural Resources and the Department of Agriculture, Trade and Consumer Protection pursuant to a

memorandum of understanding between the agencies. Current law does not require that these agencies notify or seek input from the municipalities affected by a spill. In fact, the agencies have asserted that any municipal involvement in the remediation process requires a statutory change. We support changing state law to make it possible for a municipality affected by a chemical spill to be engaged with the state in the remediation process.



Legislative Update

On Wednesday, February 20, 2013, Governor Walker submitted to the Wisconsin Legislature his proposed budget for the 2013 – 2015 Biennium. Our Ehlers Public Finance Team has reviewed the Governor's budget ([Assembly Bill 40](#)) and prepared summary comments on those portions of the bill relating to local government budgets and finance. We have also summarized a recently introduced bill pertaining to sharing of increment between tax-incremental financing (TIF) districts, and a proposal initiated by the Wisconsin Economic Development Association (WEDA) to allow for the reset of TIF district base values in cases of value loss.

The State Budget

Our first review of the proposed 2013 – 2015 State Budget indicates a mostly “status quo” outcome for local government finance, characterized by maintenance of funding levels for key aid programs with some adjustments to expenditure restraint and levy limits:

Shared Revenue. The County and Municipal Aid Account is proposed to be funded at \$694,825,700 in the first year of the biennium. This is a slight increase of just over 3/10ths of 1 percent over the current year funding level of \$692,147,900. In the second year of the biennium, the Aid Account is proposed to be funded at \$695,075,700.

Expenditure Restraint. The expenditure restraint program is proposed to be funded at a level of \$58,145,700 in both years of the biennium, the same level of funding as the prior State budget period. The formula for qualification for payment will remain the same. To qualify, a city, village or town's prior year's equalized tax rate for municipal purposes (excluding TIF) must have been greater than \$5.00. Furthermore, its general fund budget must not have increased over the previous year by a percentage that is more than the sum of an inflation factor and a valuation factor. The valuation factor is equal to 60% of the change in the local government's property value resulting from new construction, but cannot be less than 0% or greater than 2%. The inflation factor is equal to the average annual percentage change in the U.S. Consumer Price Index (CPI) for the preceding twelve month period ending September 30th. While the formulas for qualification would remain the same, language is proposed to be added to the expenditure restraint statutes that would clarify how transfers of services from one governmental entity to another are considered with respect to calculation of operating expenditures. Current law specifies that a governmental unit may deduct from its budgeted expenditures the cost of providing any service where it has transferred the responsibility for providing that service to another governmental unit in the prior year. Conversely, the governmental unit now providing the service must add to its budgeted expenditures the cost of providing that service. The proposed change specifies that the addition or deduction of the transferred service costs would *not* be applicable in cases where the governmental





unit that has transferred the service is making payments to the governmental unit now providing the service.

Transportation Aids. For both years of the biennium, the proposed budget would maintain funding levels at the same level as the current year: \$94,615,600 for counties and \$308,904,300 for municipalities.

Suspension of County Operating Rate Limits Made Permanent. The 2011 - 2013 State Budget suspended the limits applying to county tax rates for operations. The Governor's proposed budget would sunset the operating rate limits permanently. Counties would still be subject to the current law debt service rate limitations, as well as levy limits.

Levy Limits. Most provisions of the levy limits applying to cities, villages, towns and counties remain the same under the proposed budget, including the allowable annual increase which will continue to be equal to zero, or net new construction, whichever is greater. Two provisions that are proposed to change are:

Negative Adjustment. The 2011-2013 State Budget modified the levy limit law to include a "negative adjustment" provision applicable to general obligation debt issued prior to July 1, 2005. This provision required that in cases where the local government's levy for pre-July 1, 2005 G.O. debt was decreased, that its levy limit was also decreased by the same amount. The negative adjustment could be avoided, however, by foregoing usage of any available carryover that the local government had available to it for the 2011 levy. While it seemed that the Legislature intended that this exception be a one-time opportunity, the statutory change was constructed in a way that exempted a local government from negative adjustment in future years as well if it did not claim a carryover for the 2011 levy. **The proposed 2013-2015 budget now eliminates this exception entirely, making all local governments subject to negative adjustment beginning with their 2013 levies, even if they did not take a carry over for the 2011 levy.** Two points are worth elaborating on to help gauge the potential impact this proposed change will have on budgets:

- The negative adjustment is equal to the amount of the decrease in the *levy* for the pre-July 1, 2005 debt service. The amount of the negative adjustment will therefore be smaller than the decrease in the debt service *payment* in cases where the debt payment is being partially or fully abated by other revenues, such as utility revenue or tax increments.
- The most significant potential impact will occur in the year or years that pre-July 1, 2005 debt matures (or is refunded or otherwise defeased) as the negative adjustment could be equal to as much as the full amount of the final payment if the debt was fully levy supported. While the negative





adjustment is not necessarily impactful on a local governments levy for operating purposes, this change now effectively precludes the opportunity to “convert” prior debt service levy dollars to the operating levy.

Carryover Approval by Super-Majority Vote. The 2011 – 2013 State Budget provided authority to “carryover” a limited amount of any unused levy limit authority from the prior year, but required that such carryover first be approved by a super majority of the governing body. The super majority approval requirement applied to the 2011 and 2012 levies only, but would be made a permanent requirement under the proposed 2013 – 2015 State Budget. The approval requirements would remain:

- A $\frac{3}{4}$ majority vote for a Common Council, Village Board or County Board if the body has at least five members (if less than five members, a $\frac{2}{3}$ majority vote is required).
- For a Town Board, a $\frac{2}{3}$ majority vote followed by a majority approval by the Town Electors at an Annual or Special Town Meeting.

The amount of available carryover would remain unchanged: the lesser of 0.5% of the prior year’s actual levy, or the actual amount of the difference between the prior year’s allowable and actual levy.

The comments we have provided represent our interpretation of the language contained within the budget bill. Since the bill may be amended prior to passage to add, delete or alter certain provisions, or to clarify intent, the information we have provided should be used for discussion and initial planning purposes only.

Tax Incremental Financing Related Legislation

Assembly Bill 4. On February 1, [Assembly Bill 4](#) was introduced was introduced by Representatives Kleefisch, Brooks and Spiros, and cosponsored by Senator Fitzgerald. Under current TIF law, only districts with the same overlapping taxing jurisdictions can qualify as eligible donors or recipients of shared increment. This bill would eliminate that requirement to the extent that the dissimilarity results from one district being located in a lake sanitary district, a public inland lake protection and rehabilitation district, or a town sanitary district.

For districts created after the effective date of the legislation, these types of special districts would also be excluded entirely from participation in tax incremental financing (meaning, primarily, that their levies would be excluded in the determination of the tax increment levy). If passed, this change will be beneficial to cities and villages with underperforming TIF districts that have been previously precluded from receiving shared increment solely as a result of their location within a minor special district.





EHLERS

LEADERS IN PUBLIC FINANCE

WEDA Base Value Adjustment Proposal. As of January 1, 2012, 98 TIF districts in 70 Wisconsin cities and villages had an equalized value that was less than their original certified base value (in other words, “decremental” value). Some of these values losses are a result of demolition of improvements, but most of the loss is solely a function of overall declining equalized values endemic to the state and many localities over the past five years. Decremental value in a district is a significant impediment to economic development as that value loss must first be made up before any positive increment can be generated. The WEDA proposal recommends legislation that would allow for the downward adjustment of base value by the Department of Revenue in situations where property value has declined as a result of long-term vacancy, destruction by natural disaster, or total or partial demolition. We also anticipate that some provision may be made to allow for reset in certain circumstances when the value loss experienced is a result of simple economic depreciation. It is likely that any authority to adjust base value that may be provided will require amendment of the affected district’s project plan with approval of the Joint Review Board. Ehlers will continue to monitor the status of this effort, and will continue to provide our comments and suggestions to WEDA as to how to best tailor any legislation that results so that it will provide maximum benefit to cities and villages.

You will find WEDA’s proposal for TID Base Value Reduction on the following pages.





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To: Wisconsin State Legislators

From: Curt Witynski, League of Wisconsin Municipalities

Date: February 8, 2013

RE: Co-sponsorship of LRB 1236/1— Clarifying prohibition on collective bargaining over the costs and payments associated with health care coverage plans for municipal public safety employees.

The League of Wisconsin Municipalities urges you to sign on as a co-sponsor to the attached bill to be introduced by Sen. Grothman clarifying the meaning of language making the design and selection of health care plans offered to public safety employees a prohibited subject of bargaining. Several recent circuit court decisions from around the state have reached different conclusions regarding the scope and meaning of the language created by the last state budget, 2011 Act 32.

Some courts have concluded that the language prohibits bargaining over who pays health plan deductibles. Other courts have sided with public safety unions and ruled that municipalities must continue to negotiate over deductibles.

Sen. Grothman (R-West Bend) plans to introduce the attached bill making it clear that the Legislature intended to give local governments the ability to unilaterally decide who pays deductibles, co-pays and other non-premium health plan costs.

The bill clarifies that, under the statutory language passed in 2011 Wisconsin Act 32, except for the employee premium contribution, all costs and payments associated with a health care coverage plan, as well as the impact of the costs and payments on the wages, hours, and conditions of employment of the employee, are prohibited subjects of bargaining for public safety employees.

Time is of the essence for this legislation. Every day that this issue remains tied up in the courts delays the ability of local governments to realize the cost savings intended by the original provision.

If you would like to co-sponsor this legislation, please contact Rachel VerVelde in Sen. Grothman's office at 266-7513.

For more information on LRB 1236/1, please refer to the analysis by the Legislative Reference Bureau in the attached bill draft.



State of Wisconsin
2013 - 2014 LEGISLATURE



LRB-1236/1
CMH:wlj:jm

2013 BILL

1 AN ACT *to amend* 111.70 (4) (mc) 6. of the statutes; **relating to:** collective
2 bargaining over the costs and payments associated with health care coverage
3 plans for municipal public safety employees.

Analysis by the Legislative Reference Bureau

Under current law, municipal employees who are police officers, fire fighters, or emergency medical service providers for emergency medical services departments (public safety employees) may bargain collectively over wages, hours, and conditions of employment. Public safety employees, however, may not bargain over a subject that is identified as a prohibited subject of bargaining. Under current law, the design and selection of a health care coverage plan, as well as the impact of the design and selection of the plan on wages, hours, and conditions of employment of the employee, are prohibited subjects for public safety employees. This bill clarifies that, under the statutory language passed in 2011 Wisconsin Act 32, all costs and payments associated with a health care coverage plan, as well as the impact of the costs and payments on the wages, hours, and conditions of employment of the employee, are prohibited subjects for public safety employees and clarifies that public safety employees may collectively bargain over the employee premium contribution.

For further information see the *local* fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

BILL

1 **SECTION 1.** 111.70 (4) (mc) 6. of the statutes is amended to read:

2 111.70 (4) (mc) 6. The Except for the employee premium contribution, all costs
3 and payments associated with health care coverage plans and the design and
4 selection of health care coverage plans by the municipal employer for public safety
5 employees, and the impact of such costs and payments and the design and selection
6 of the health care coverage plans on the wages, hours, and conditions of employment
7 of the public safety employee.

8 **SECTION 2. Initial applicability.**

9 (1) This act first applies to a public safety employee who is affected by a
10 collective bargaining agreement that contains provisions inconsistent with this act
11 on the day on which the collective bargaining agreement expires or is terminated,
12 extended, modified, or renewed, whichever occurs first.

13

(END)

<p>APPROVAL</p> <p><i>Slew</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>4/16/2013</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorization to Include Roof Area B of Fire Station No. 1 to the Already Authorized Roof Contract with Industrial Roofing Services, Inc. for Replacement of Roof Area A of Franklin City Hall and Roof Area A of Fire Station No. 1</p>	<p>ITEM NUMBER</p> <p>G.10.</p>

On September 4, 2012, Common Council authorized the Director of Administration to execute a proposal for roof specifications and contract terms with Industrial Roofing Services, Inc. for replacement of Roof Area A of Franklin City Hall and Roof Area A of Fire Station No. 1. These roof areas were not replaced in 2012 but moved to be completed in 2013 in order to be combined with the funds approved in the 2013 capital budget to also include replacement of Roof Area B of Fire Station No. 1. This will allow the entire Fire Station No. 1 roof to be bid and completed all at once. The 2012 project monies were re-appropriated in the 2013 budget.

Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration to include Roof Area B of Fire Station No. 1 that is included in the 2013 budget to the already authorized roof contract with Industrial Roofing Services, Inc. for replacement of Roof Area A of Franklin City Hall and Roof Area A of Fire Station No. 1.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/16/13
Licenses and Permits	MISCELLANEOUS LICENSES	ITEM NUMBER <i>H.1.</i>

See attached list from meeting of April 16, 2013

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

**License Committee
Agenda*
Alderman's Room
April 16, 2013 – 6:00 p.m.**

1.	Call to Order & Roll Call	Time		
2.	License Application Reviews			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Class A Combination New Agent 2012-13 6:05 pm	Franklin Quik Chek, LLC d/b/a Quik Chek Foods 8305 S 27 th St Agent: Chandresh Singh			
Operator 2012-13 6:10 pm	Curtis, Michele L 12045 W St. Martins Rd Franklin, WI 53132 Establishment: Romey's Place			
Operator 2012-13	Segura, Trisha A 7 Ohio St Racine, WI 53405 Establishment: Hideaway Pub & Eatery			
Operator 2012-13	King, Kathleen A 8524 6 th Mile Rd Caledonia, WI 53108 Establishment: Walgreen #05459			
Class A Combination Change of Agent 2012-13	Ultra Mart Foods, LLC d/b/a Pick 'n Save #6360 7201 S 76 th St New Agent: John W. Stachowiak			
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>Jim Shaw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/16/13
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I.1.</i>

Provided for Council approval is a list of vouchers dated April 16, 2013 Nos. 146765 through 146905 in the amount of \$ 901,128.40. Included in this listing is \$ 712.46 in library vouchers.

The net city vouchers for April 16, 2013 are \$ 900,415.94.

Approval is requested for the net payroll dated April 5, 2013 in the amount of \$ 326,852.40.

COUNCIL ACTION REQUESTED

Motion approving net City vouchers in the range Nos.146765 through Nos.146905 in the amount of \$ 900,415.94 dated April 16, 2013.

Motion approving net payroll dated April 5, 2013 in the amount of \$ 326,852.40.