APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/21/12
REPORTS & RECOMMENDATIONS	RESOLUTION CONDITIONALLY APPROVING A 1 LOT CERTIFIED SURVEY MAP, BEING PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, AND THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST AND BEING ALL THAT PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (LEGEND CREEK, LLC, OWNER, PAUL BOURAXIS, REGISTERED AGENT THROUGH DAVID W. BEHRENS, PRINCIPAL OF GREENBERGFARROW ARCHITECTURE INC.) (EASTERN CORNER OF WEST LOOMIS ROAD AND WEST ST. MARTINS ROAD (STH 100))	ITEM NUMBER G.5.

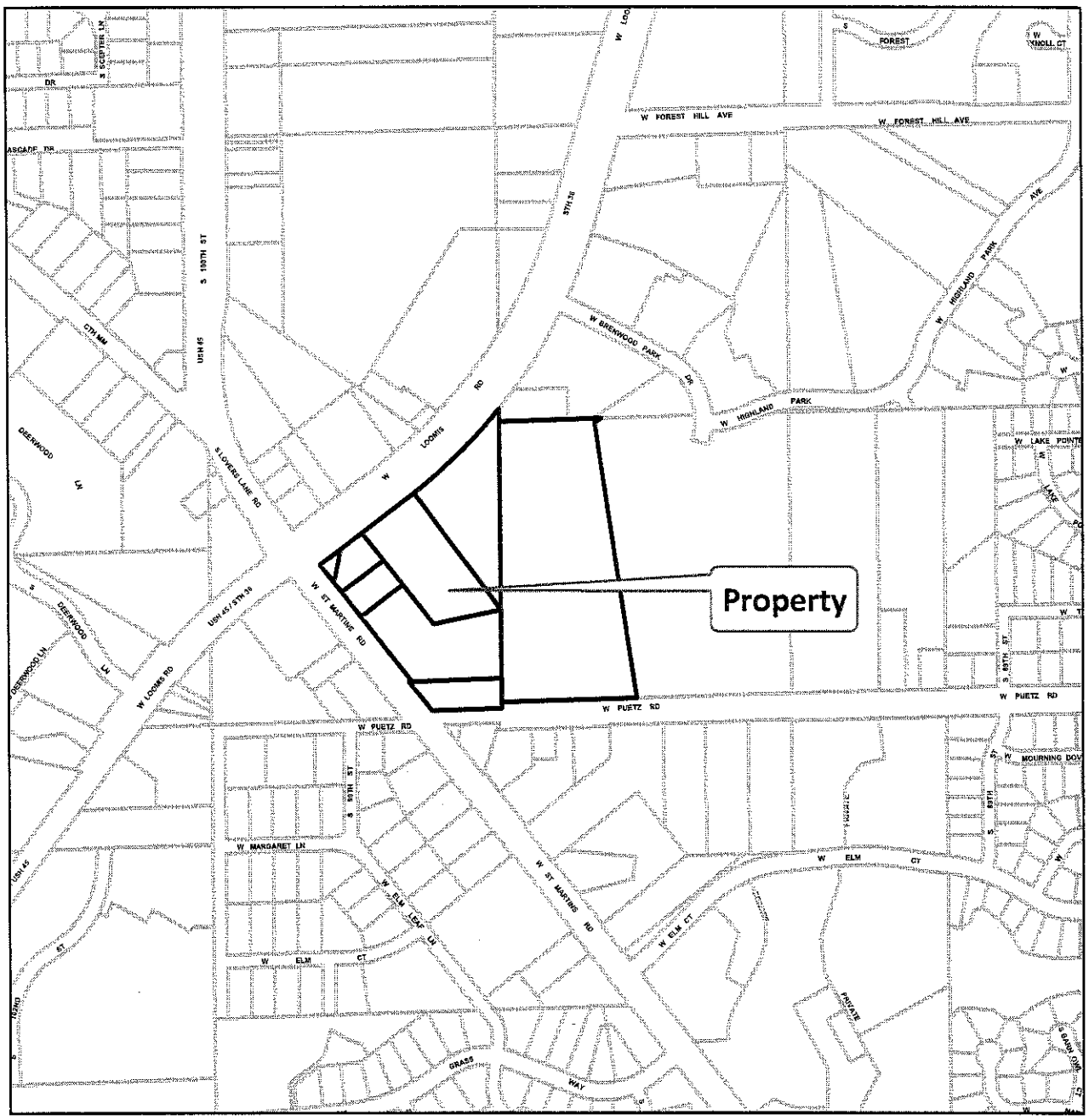
At their meeting on August 9, 2012, the Plan Commission recommended approval of a resolution conditionally approving a 1 Lot Certified Survey Map, being part of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East, and that part of the West 1/2 of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East and being all that part of the South 1/2 of the East 1/2 of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin (Legend Creek, LLC, Owner, Paul Bouraxis, Registered Agent through David W. Behrens, Principal of GreenbergFarrow Architecture Inc.) (Eastern Corner of West Loomis Road and West St. Martins Road (STH 100)).

Department of City Development staff recommends adding a condition to the Certified Survey Map resolution stating that the Certified Survey Map shall conform to and reflect the Common Council approved Site Plan regarding approved access locations and right-of-way designations.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2012-_____, a resolution conditionally approving a 1 Lot Certified Survey Map, being part of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East, and that part of the West 1/2 of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East and being all that part of the South 1/2 of the East 1/2 of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin (Legend Creek, LLC, Owner, Paul Bouraxis, Registered Agent through David W. Behrens, Principal of GreenbergFarrow Architecture Inc.) (Eastern Corner of West Loomis Road and West St. Martins Road (STH 100)).

Meijer Development
West Loomis Road at West St. Martins Road



0 415 830 1,660 Feet

City Development 2012
(2010 Aerial Layer)

NORTH

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.

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO. 2012-_____

A RESOLUTION CONDITIONALLY APPROVING A 1 LOT CERTIFIED SURVEY MAP, BEING PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, AND THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST AND BEING ALL THAT PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (LEGEND CREEK, LLC, OWNER, PAUL BOURAXIS, REGISTERED AGENT THROUGH DAVID W. BEHRENS, PRINCIPAL OF GREENBERGFARROW ARCHITECTURE INC.) (EASTERN CORNER OF WEST LOOMIS ROAD AND WEST ST. MARTINS ROAD (STH 100))

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being part of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East, and that part of the West 1/2 of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East and being all that part of the South 1/2 of the East 1/2 of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, more specifically, of the property located at the eastern corner of West Loomis Road and West St. Martins Road (STH 100), bearing tax key nos. 840-9969-000, 840-9997-003, 840-9997-002, 840-9994-000, 840-9998-000, 840-9997-001, 840-9993-000 and 840-9999-001, David W. Behrens, Principal of GreenbergFarrow Architecture Inc., applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and 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 David W. Behrens, Principal of GreenbergFarrow Architecture 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 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 David W. Behrens, Principal of GreenbergFarrow Architecture Inc. Meijer grocery and department store and garden center development; 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 David W. Behrens, Principal of GreenbergFarrow Architecture 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. David W. Behrens, Principal of GreenbergFarrow Architecture Inc., successors and assigns, and/or any developer of the David W. Behrens, Principal of GreenbergFarrow Architecture Inc. 1 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 David W. Behrens, Principal of GreenbergFarrow Architecture Inc. and the 1 lot certified survey map project for the property located at the eastern corner of West Loomis Road and West St. Martins Road (STH 100): (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.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, Legend Creek, LLC, Paul Bouraxis, Registered Agent, 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 owner, Legend Greek, LLC, Paul Bouraxis, Registered Agent, 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 _____, 2012.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2012.

APPROVED:

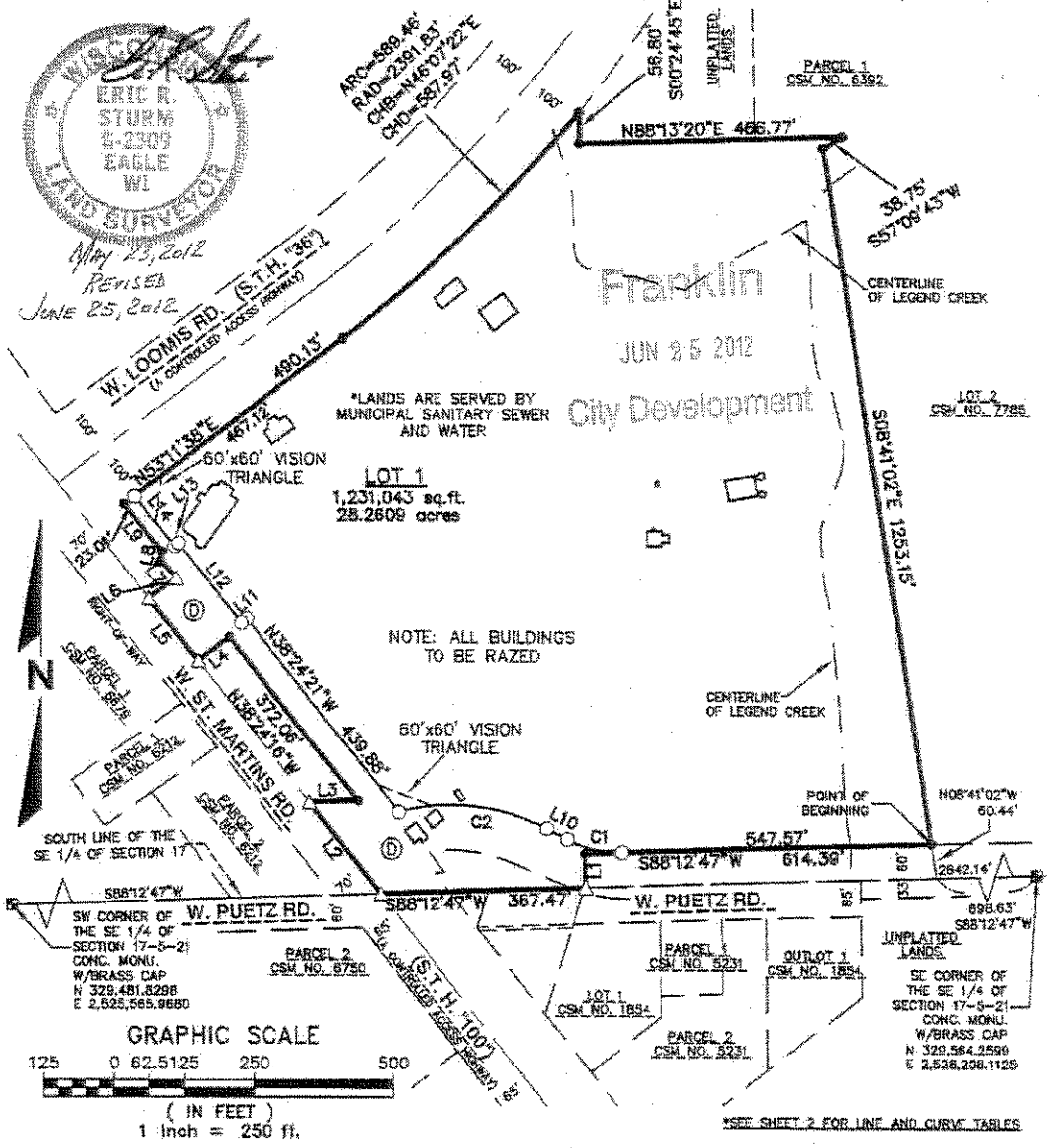
_____
Thomas M. Taylor, Mayor

ATTEST:

_____
Sandra L. Wesolowski, City Clerk
AYES _____ NOES _____ ABSENT _____

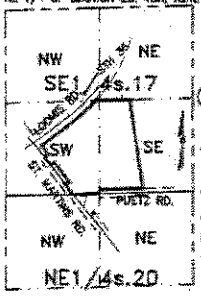
CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 in Certified Survey Map No. 7785 and Lands in the Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 17; all in Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.



LOCATION MAP

SE 1/4 OF SECTION 17, T5N, R21E
NE 1/4 OF SECTION 20, T5N, R21E



SCALE: 1" = 5000'

NOTES:
-PROPERTY IS OWNED BY LEGEND CREEK, LLC.
ADDRESS: 4635 108TH ST. GREENFIELD, WI 53228

-CURRENT ZONING FOR SUBJECT LANDS IS B-3 COMMUNITY BUSINESS DISTRICT

-PROPOSED ZONING FOR LOT 1 OF THIS MAP IS PLANNED DEVELOPMENT DISTRICT NO. 36.

(D) AREA DEDICATED TO THE PUBLIC FOR HIGHWAY PURPOSES

● INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED

⊙ INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

▲ INDICATES FOUND MAG NAIL

△ INDICATES SET MAG NAIL

PARENTHESIS ( ) INDICATES RECORDED DIMENSION

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

ALL BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 17, T 5 N, R 21 E, WHICH BEARS NORTH 88°12'47" EAST

R.A. Smith National, Inc.

Beyond Surveying and Engineering

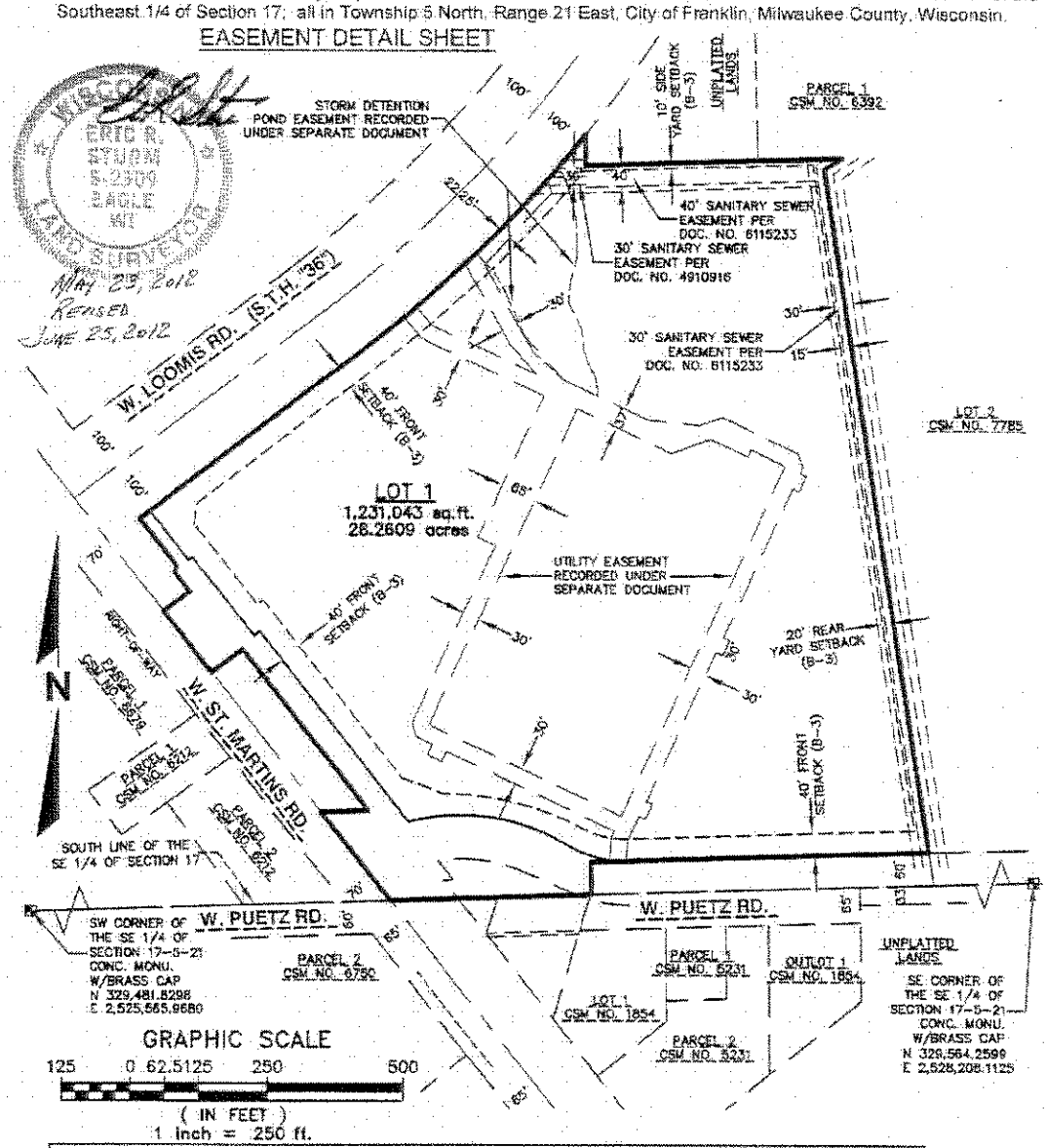
16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

S:\5160\526\dwg\
CS300L00.DWG\CS301L25

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 in Certified Survey Map No. 7785 and Lands in the Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 17; all in Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

EASEMENT DETAIL SHEET



MAIN CURVE TABLE							
CURVE	ARC	RADIUS	CHORD	CHORD BRG	TANGENT IN	TANGENT OUT	DELTA
C1	102.81'	200.00'	101.68'	N77°03'36"W	S88°12'47"W	N62°19'59"W	29°27'14"
C2	273.95'	365.00'	267.56'	N83°50'05"W	N62°19'59"W	S74°39'50"W	43°00'11"

LINE TABLE		
LINE	LENGTH	BEARING
L1	60.02	S00°24'45"E
L2	205.54	N38°24'16"W
L3	87.21	N88°12'36"E
L4	70.03	S53°09'44"W
L5	141.00	N38°24'16"W
L6	60.01	N53°09'44"E
L7	43.54	N38°24'16"W
L8	13.25	N10°37'00"E
L9	107.94	N38°24'16"W
L10	40.37	N62°19'59"W
L11	13.00	S51°35'39"W
L12	180.58	N38°24'21"W
L13	9.00	S51°35'39"W
L14	113.60	N38°24'21"W

R.A. Smith National, Inc.

Beyond Surveying and Engineering

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

S:\516052b\dwg\
CS300L00.DWG\CS302L25

CERTIFIED SURVEY MAP NO. _____

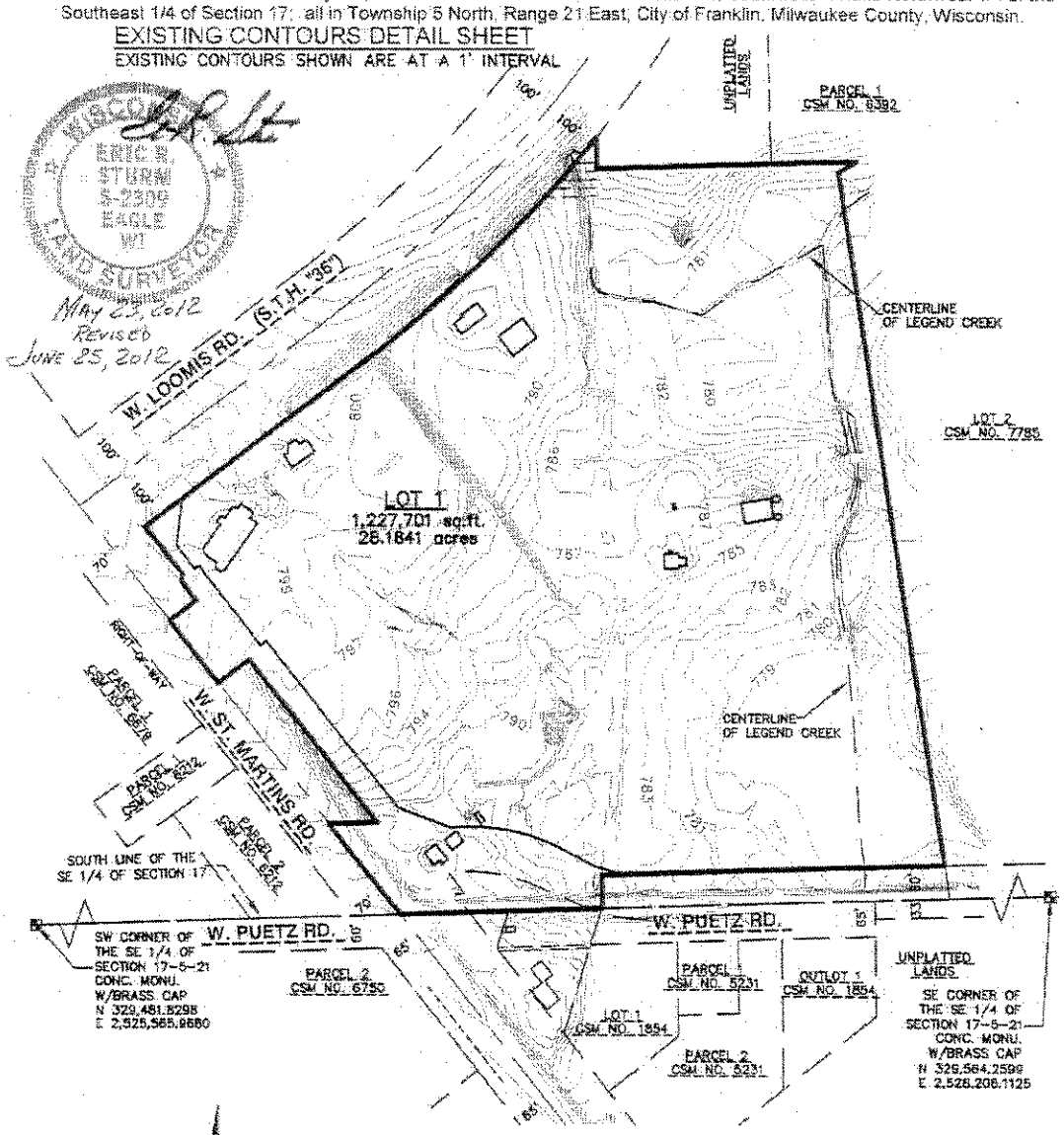
A division of Lot 1 in Certified Survey Map No. 7785 and Lands in the Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 17; all in Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

EXISTING CONTOURS DETAIL SHEET

EXISTING CONTOURS SHOWN ARE AT A 1' INTERVAL

WISCONSIN ERIC R. STURM S-2309 EAGLE WI LAND SURVEYOR

MAY 23, 2012
REVISED
JUNE 25, 2012



N

GRAPHIC SCALE

125 0 62.5125 250 500

(IN FEET)
1 inch = 250 ft.

R.A. Smith National, Inc.

Beyond Surveying and Engineering

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

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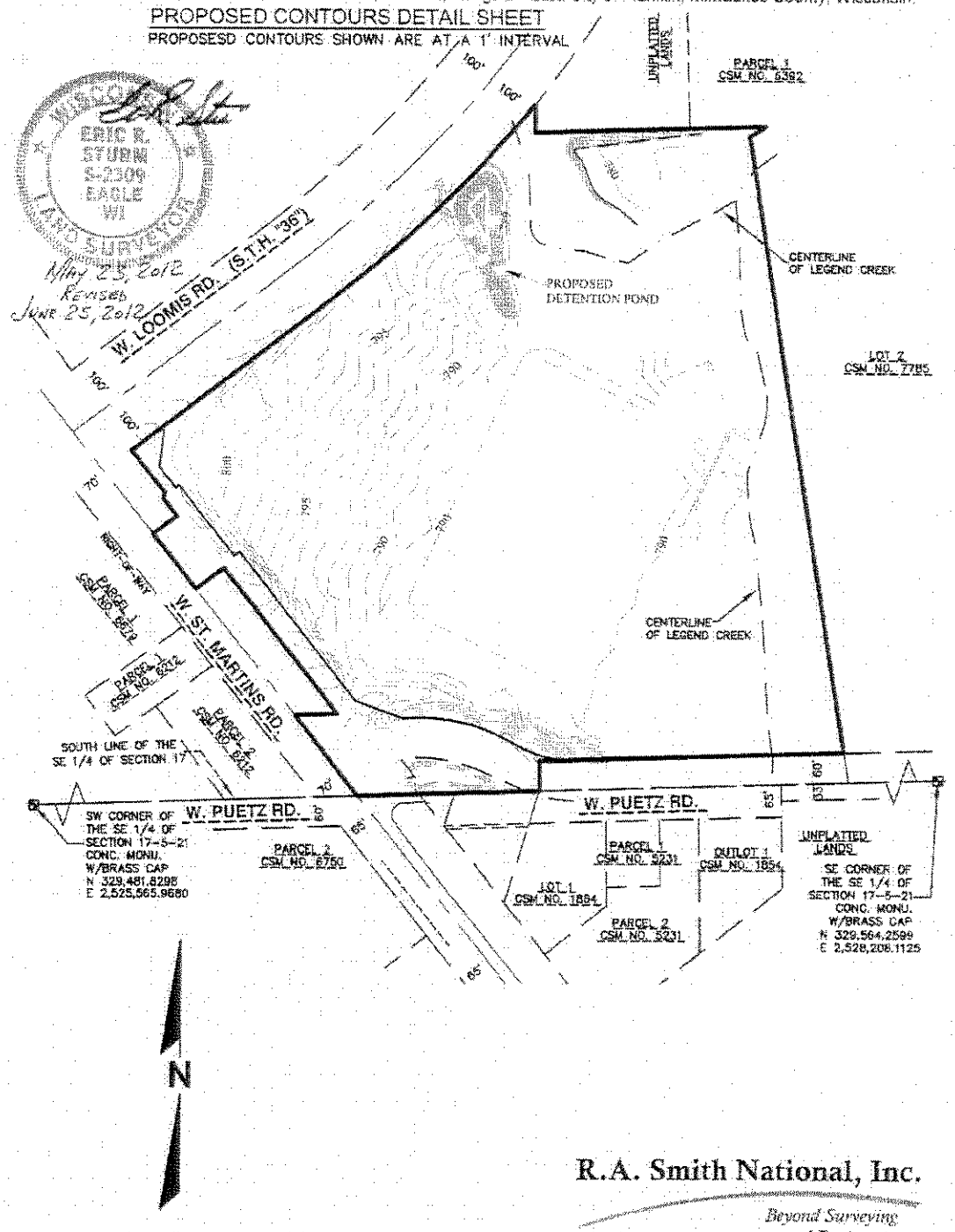
CS306L80.DWG\CS303L35

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 in Certified Survey Map No. 7785 and Lands in the Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 17; all in Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

PROPOSED CONTOURS DETAIL SHEET

PROPOSESD CONTOURS SHOWN ARE AT A 1' INTERVAL



GRAPHIC SCALE

125 0 62.5125 250 500

(IN FEET)
1 inch = 250 ft.

R.A. Smith National, Inc.

Beyond Surveying and Engineering

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

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CS300L00.DWG\CS304L25

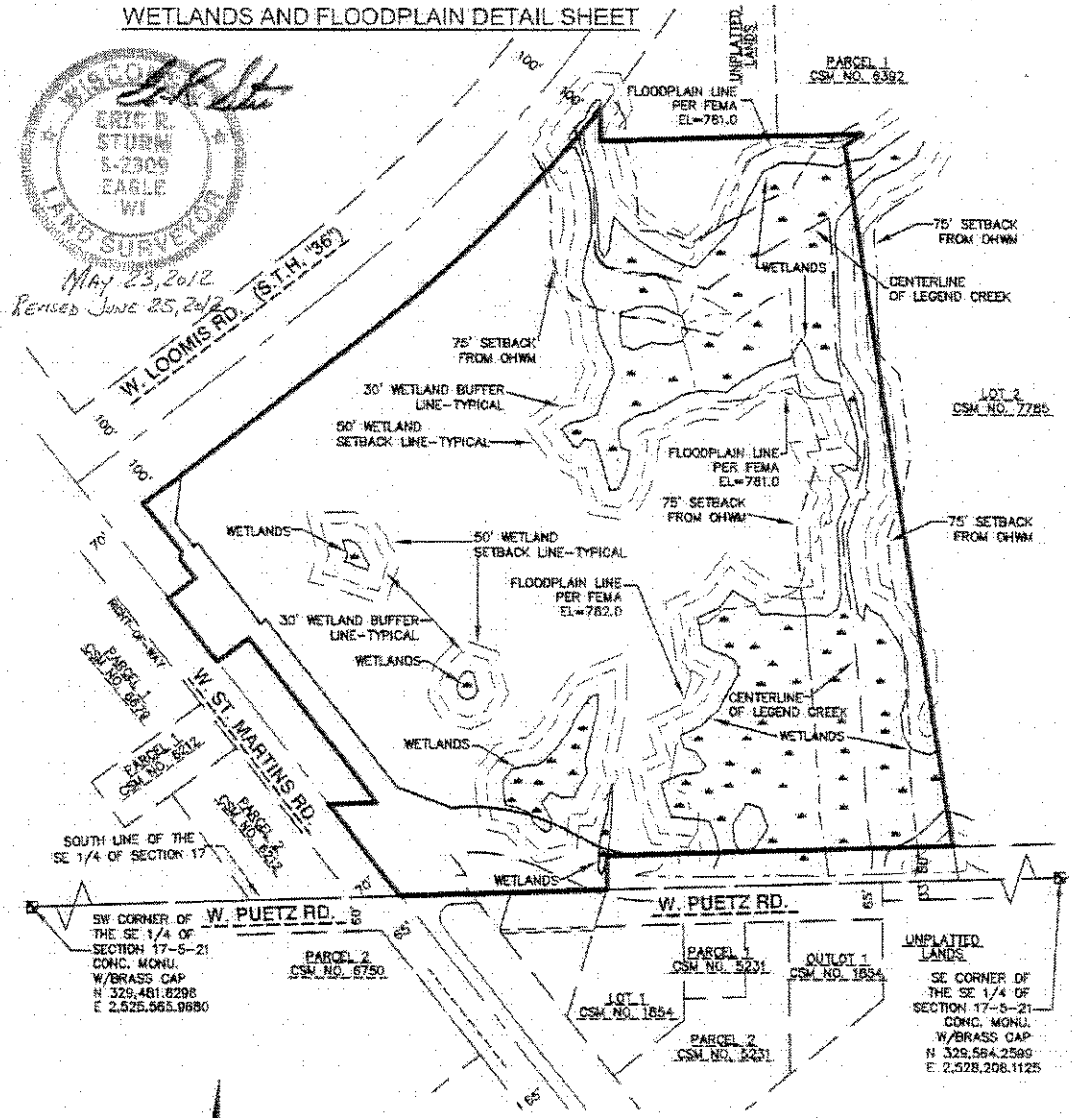
CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 in Certified Survey Map No. 7785 and Lands in the Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 17, all in Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

WETLANDS AND FLOODPLAIN DETAIL SHEET

REVISED
ERIC R. STUBBE
S-2309
EAGLE
WI
LAND SURVEYOR

MAY 23, 2012
REVISED JUNE 25, 2012



NOTES:
-WETLANDS WERE DELINEATED ON JUNE 12, 2012 BY RA SMITH NATIONAL, INC.

GRAPHIC SCALE

125 0 62.5125 250 500

(IN FEET)
1 inch = 250 ft.

R.A. Smith National, Inc.

Beyond Surveying and Engineering

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

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CS300L00.DWG-CS305L25

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 in Certified Survey Map No. 7785, and Lands in the Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 17, in Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
WAUKESHA COUNTY)

I, ERIC R. STURM, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided, and mapped a division of Lot 1 in Certified Survey Map No. 7785, and Lands in the Southeast ¼, Southwest ¼ and Northwest ¼ of the Southeast ¼ of Section 17, in Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin; More particularly described as follows:

COMMENCING at the Southeast Corner of the Southeast ¼ of said Section 17; thence South 88°12'47" West along the South line of the Southeast ¼ of said Section 17, 698.63 feet to a point; thence North 08°41'02" West, 60.44 feet to Southeast corner of said Lot 1 and the Point of Beginning; thence South 88°12'47" West along the South line of said Lot1 614.39 feet to a point; thence; thence South 00°24'45" East 60.02 feet to a point on the South line of the Southeast ¼ of said Section 17; thence South 88°12'47" West along said South line 367.47 feet to a point; thence North 38°24'16" West 205.54 feet to a point; thence North 88°12'38" East 87.21 feet to a point; thence North 38°24'16" West 372.06 feet; thence South 53°09'44" West 70.03 feet to a point; thence North 38°24'16" West 141.00 feet to a point; thence North 53°09'44" East 60.01 feet to a point; thence North 38°24'16" West 43.54 feet to point; thence North 10°37'00" East 13.25 feet to a point; thence North 38°24'16" West 107.94 feet to a point, thence North 53°11'38" East along the South right-of-way line of West Loomis Road (S.T.H. "36") 490.13 feet to a point; thence Northeasterly 589.46 feet along said South right-of-way line and the arc of a curve whose center lies to the North, whose radius is 2391.83 feet, and whose chord bears North 46°07'21" East 587.97 feet to a point; thence South 00°24'45" East 56.80 feet to a point; thence North 88°13'21" East 466.73 feet to a point; thence South 57°09'43" West 38.71 feet to a point; thence South 08°41'02" East along the East line of said Lot 1 1253.18 feet to the Point of Beginning.
Containing 1,327,171 square feet, 30.4676 acres.

THAT I have made this survey, land division, and map by the direction of Legend Creek, LLC, a Wisconsin Limited Liability Company, as owner.

THAT such map 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 Chapter 236.34 of the Wisconsin Statutes and the City of Franklin Unified Development Ordinance Division 15 in surveying, dividing and mapping said lands.

May 23, 2012 (SEAL)
DATE
Revised June 25, 2012

WISCONSIN ERIC R. STURM S-2309 EAGLE WI LAND SURVEYOR

ERIC R. STURM
REGISTERED LAND SURVEYOR S-2309

CERTIFIED SURVEY MAP NO.

A division of Lot 1 in Certified Survey Map No. 7785, and Lands in the Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 17, in Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

As owner(s), Legend Creek, LLC, a Wisconsin Limited Liability Company, do hereby certify that we caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map in accordance with the requirements of the City of Franklin.

Legend Creek, LLC, owner(s) of said land, do further certify that this map is required by S.236.20 or 236.12 to be submitted to the following for approval or objection: City of Franklin, Milwaukee County.

IN witness whereof, Legend Creek, LLC, owner, has caused these presents to be signed this _____ day of _____, 2012.

In the Presence of:

_____ _____

Legend Creek, LLC

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY)

PERSONALLY came before me this _____ day of _____, 2012, the above named Legend Creek, LLC, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

_____(SEAL)
Notary Public, State of _____
My commission expires _____
My commission is permanent.

CITY OF FRANKLIN COMMON COUNCIL

APPROVED AND LAND DEDICATION ACCEPTED BY THE COMMON COUNCIL OF THE CITY OF FRANKLIN BY RESOLUTION NO._____ SIGNED ON THIS _____ DAY OF _____, 2012.

_____
THOMAS M. TAYLOR, MAYOR

_____
SANDRA L. WESOLOWSKI, CITY CLERK

WISCONSIN ERIC R. STURM S-2309 EAGLE WI LAND SURVEYOR

May 23, 2012
Revised June 25, 2012

THIS INSTRUMENT WAS DRAFTED BY ERIC R. STURM, REGISTERED LAND SURVEYOR S-2309

160525.CSM

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APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/21/12
REPORTS & RECOMMENDATIONS	RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SPECIAL USE FOR A NEW MEDICAL OFFICE BUILDING GREATER THAN 40,000 SQUARE FEET IN AREA USE UPON PROPERTY LOCATED AT 9969 SOUTH 27TH STREET (WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC., APPLICANT)	ITEM NUMBER G.6.

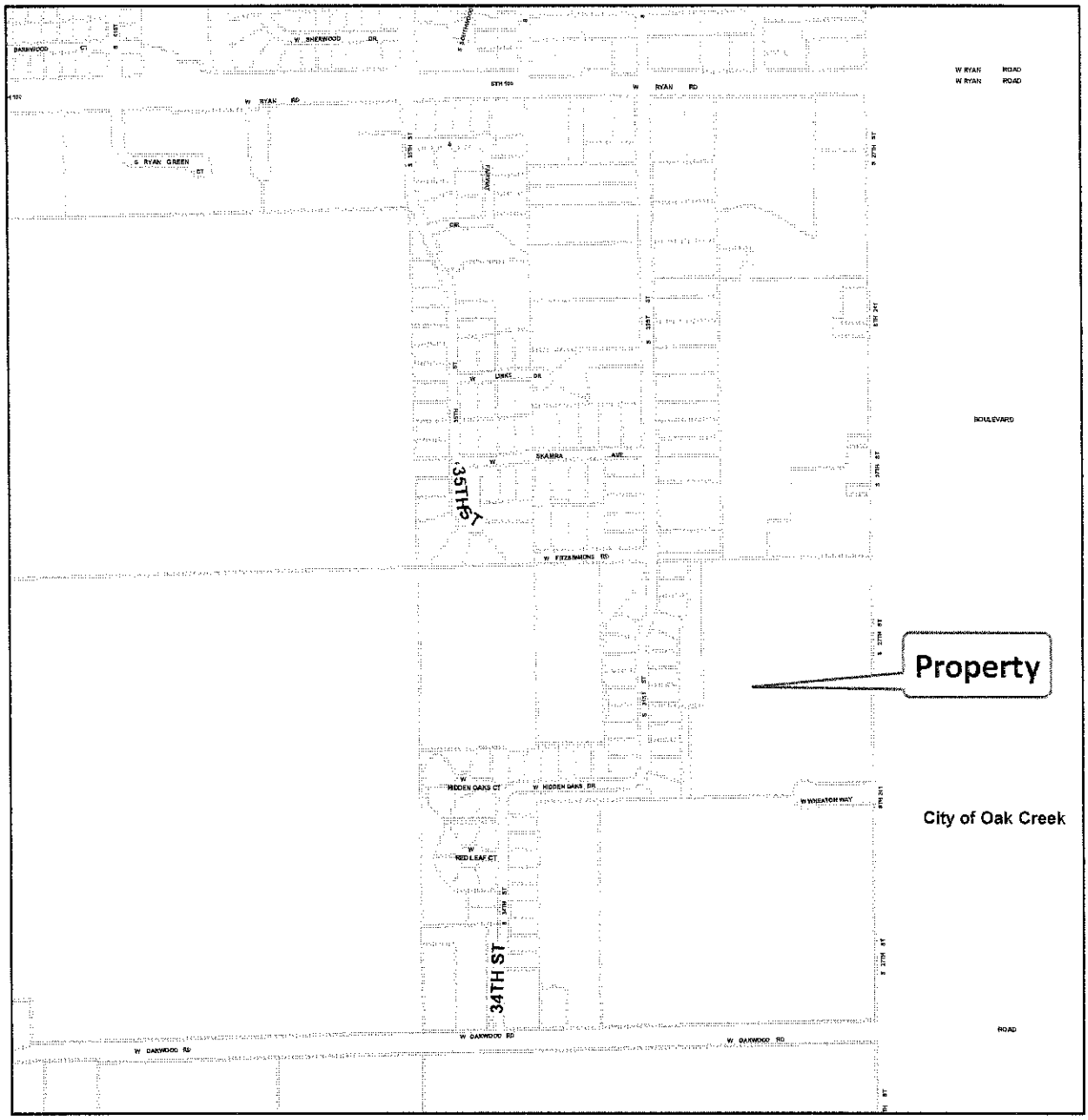
City Development staff recommends approval of a resolution authorizing certain officials to accept a Conservation Easement for and as part of the review and approval of a Special Use for a new medical office building greater than 40,000 square feet in area use upon property located at 9969 South 27th Street (Wheaton Franciscan Healthcare-Franklin, Inc., Applicant), subject to technical corrections by the City Attorney.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2012-_____, authorizing certain officials to accept a Conservation Easement for and as part of the review and approval of a Special Use for a new medical office building greater than 40,000 square feet in area use upon property located at 9969 South 27th Street (Wheaton Franciscan Healthcare-Franklin, Inc., Applicant), subject to technical corrections by the City Attorney.

9969 South 27th Street

TKN 928-9996-007



0 500 1,000 2,000 Feet

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

City Development 2012
(2010 Aerial Layer)

NORTH

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO. 2012-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SPECIAL USE FOR A NEW MEDICAL OFFICE BUILDING GREATER THAN 40,000 SQUARE FEET IN AREA USE UPON PROPERTY LOCATED AT 9969 SOUTH 27TH STREET (WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC., APPLICANT)

WHEREAS, the Plan Commission having approved a Special Use application of Wheaton Franciscan Healthcare-Franklin Inc., on July 19, 2012, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the mature woodlands, wetlands and wetland buffers on the site; and

WHEREAS, §15-7.0103Q. and §15-7.0702Q. of the Unified Development Ordinance requires the submission of a Natural Resource Protection Plan in the Special Use review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Planned Development District Amendment; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Conservation Easement and having recommended approval thereof to the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Wheaton Franciscan Healthcare-Franklin Inc., in the form and content as annexed hereto, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin, subject to the following conditions and restrictions:

1. Review and concurrence of the Natural Resource Protection Plan by the City's third-party consultant, prior to issuance of a Building Permit.

2. Review and approval as to form of the Conservation Easement document by the City Attorney.

3. The applicant shall submit revised Conservation Easement exhibits depicting and properly labeling the Conservation Easement area and protected natural resource features, prior to issuance of a Building Permit.

4. The applicant shall provide mitigation at a minimum ratio of 1.5:1 for the 0.4 acres of wetland buffer disturbance, due to site grading, prior to issuance of a building permit.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Conservation Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2012.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2012.

APPROVED:

_____
Thomas M. Taylor, Mayor

ATTEST:

_____
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

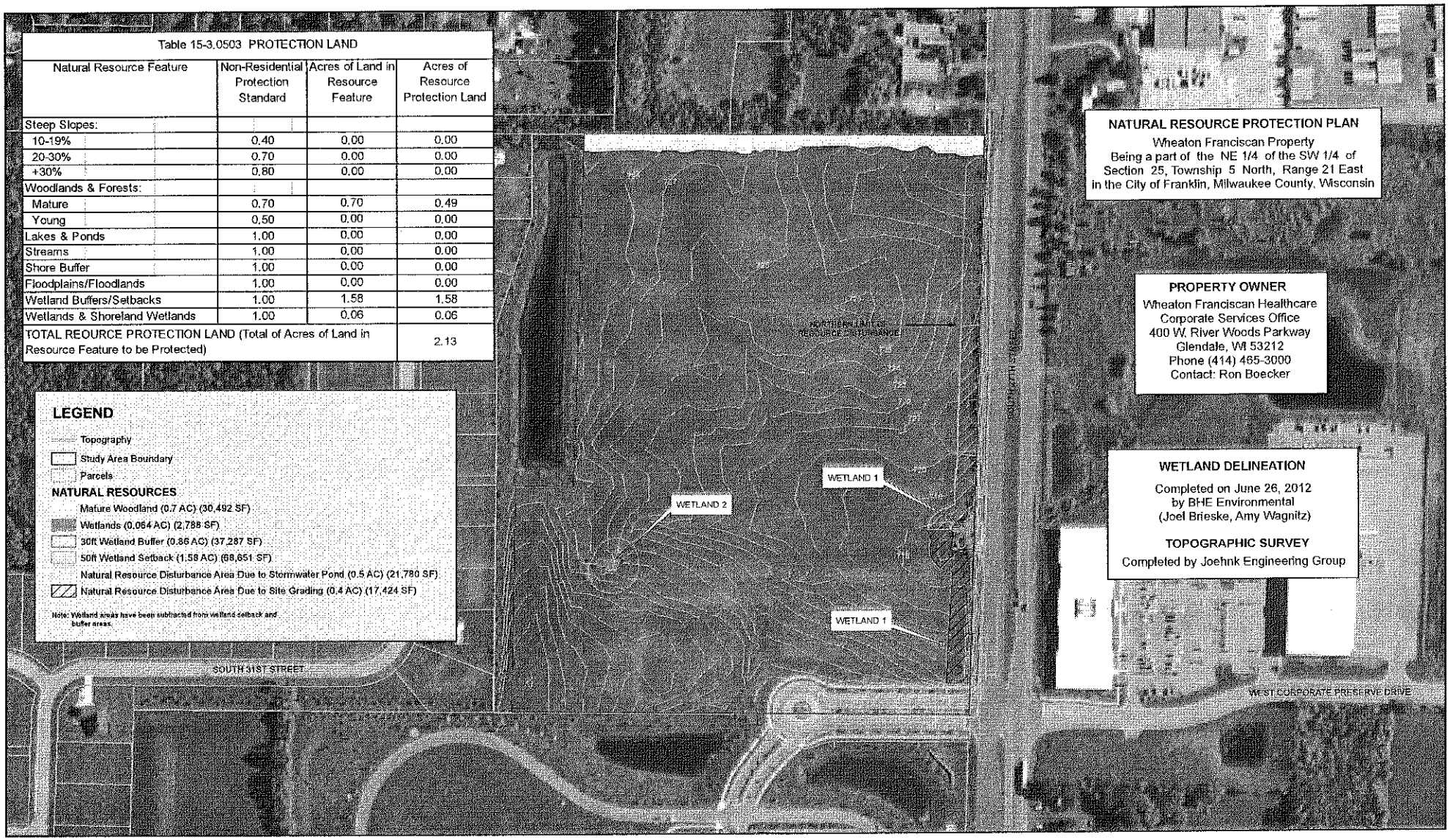


Table 15-3.0503 PROTECTION LAND

Natural Resource Feature	Non-Residential Protection Standard	Acres of Land in Resource Feature	Acres of Resource Protection Land
Steep Slopes:			
10-19%	0.40	0.00	0.00
20-30%	0.70	0.00	0.00
+30%	0.80	0.00	0.00
Woodlands & Forests:			
Mature	0.70	0.70	0.49
Young	0.50	0.00	0.00
Lakes & Ponds	1.00	0.00	0.00
Streams	1.00	0.00	0.00
Shore Buffer	1.00	0.00	0.00
Floodplains/Floodlands	1.00	0.00	0.00
Wetland Buffers/Setbacks	1.00	1.58	1.58
Wetlands & Shoreland Wetlands	1.00	0.06	0.06
TOTAL REOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)			2.13

Figure 1 - City of Franklin Natural Resource Protection Plan - Proposed Wheaton Franciscan Development

MAP CREATED BY BHE ENVIRONMENTAL ON AUGUST 7, 2012

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/21/12
REPORTS & RECOMMENDATIONS	ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF LAND FROM R-1 COUNTRYSIDE/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT TO A-1 AGRICULTURAL DISTRICT (FRANKLIN INVESTMENT PROPERTIES LLC, APPLICANT) (APPROXIMATELY 11.96902 ACRES) (11052-11056 SOUTH 76TH STREET)	ITEM NUMBER G.7.

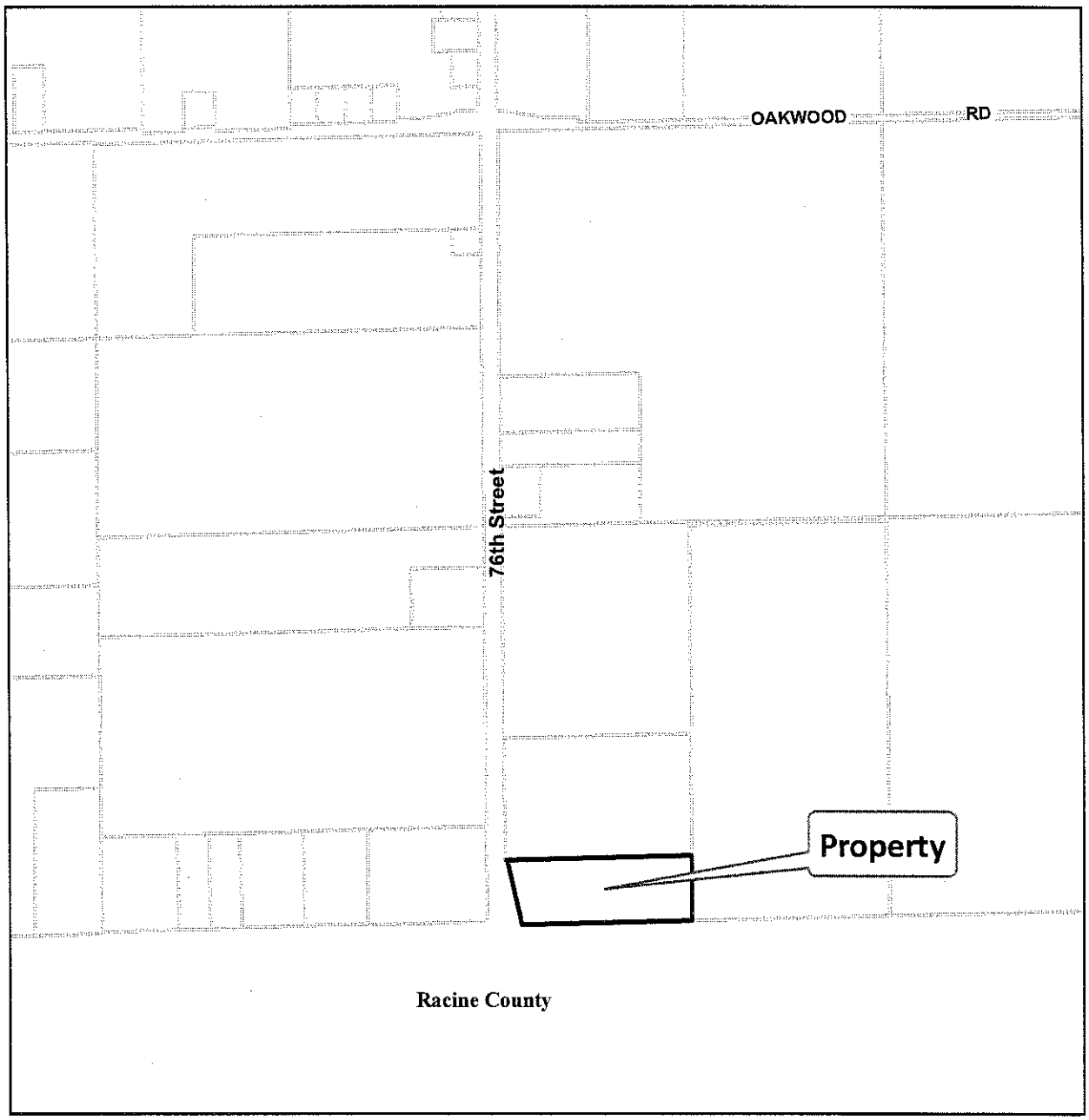
At their meeting on August 9, 2012, the Plan Commission recommended approval of an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from R-1 Countryside/Estate Single-Family Residence District to A-1 Agricultural District (Franklin Investment Properties LLC, Applicant) (approximately 11.96902 acres) (11052-11056 South 76th Street).

At their meeting on July 19, 2012, following a properly noticed Public Hearing, the Plan Commission tabled to the August 9, 2012 meeting of the Plan Commission, an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from R-1 Countryside/Estate Single-Family Residence District to A-1 Agricultural District (Franklin Investment Properties LLC, Applicant) (approximately 11.96902 acres) (11052-11056 South 76th Street).

COUNCIL ACTION REQUESTED

A motion to approve Ordinance No. 2012-_____ to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from R-1 Countryside/Estate Single-Family Residence District to A-1 Agricultural District (Franklin Investment Properties LLC, Applicant) (approximately 11.96902 acres) (11052-11056 South 76th Street).

11052-11056 S. 76th Street
TKN 983-9999-000



0 600 1,200 2,400 Feet

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

City Development 2012
(2010 Aerial Layer)

NORTH

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

ORDINANCE NO. 2012-____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF LAND FROM R-1 COUNTRYSIDE/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT TO A-1 AGRICULTURAL DISTRICT
(FRANKLIN INVESTMENT PROPERTIES LLC, APPLICANT)
(APPROXIMATELY 11.96902 ACRES)
(11052-11056 SOUTH 76TH STREET)

WHEREAS, Franklin Investment Properties LLC having petitioned for the rezoning of a certain parcel of land from R-1 Countryside/Estate Single-Family Residence District to A-1 Agricultural District, such land being located at 11052-11056 South 76th Street; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 19th day of July, 2012, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed rezoning is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and would promote the health, safety and welfare of the Community.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the property described below be changed from R-1 Countryside/Estate Single-Family Residence District to A-1 Agricultural District:

A TRACT OF LAND BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 00°16′26″ WEST FOR A DISTANCE OF 429.74 FEET, ALONG THE

WEST LINE OF SAID 1/4 SECTION, TO A POINT; THENCE NORTH 88°35′28″ EAST FOR A DISTANCE OF 80.00 FEET, ALONG THE NORTH LINE OF THE SOUTH 26 ACRES OF THE SW 1/4, TO A POINT ON THE EAST LINE OF SOUTH 76TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 88°35′38″ EAST FOR A DISTANCE OF 1235.56 FEET, TO A POINT, THENCE SOUTH 00°24′47″ EAST FOR A DISTANCE OF 429.72 FEET, ALONG A LINE 1320 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION, TO A POINT; THENCE SOUTH 88°35′38″ WEST FOR A DISTANCE OF 1191.35 FEET, ALONG THE SOUTH LINE OF SAID 1/4 SECTION, TO A POINT; THENCE NORTH 06°17′46″ WEST FOR A DISTANCE OF 431.23 FEET, ALONG THE EAST LINE SOUTH 76TH STREET, TO THE POINT OF BEGINNING. CONTAINS 11.96902 ACRES. Tax Key No. 983-9999-000.

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2012, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2012.

APPROVED:

_____
Thomas M. Taylor, Mayor

ATTEST:

_____
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Slw		08/21/12
REPORTS & RECOMMENDATIONS	RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A PUBLIC HORSE STABLE BUSINESS USE UPON PROPERTY LOCATED AT 11052-11056 SOUTH 76TH STREET (FRANKLIN INVESTMENT PROPERTIES LLC, APPLICANT)	ITEM NUMBER G.8.

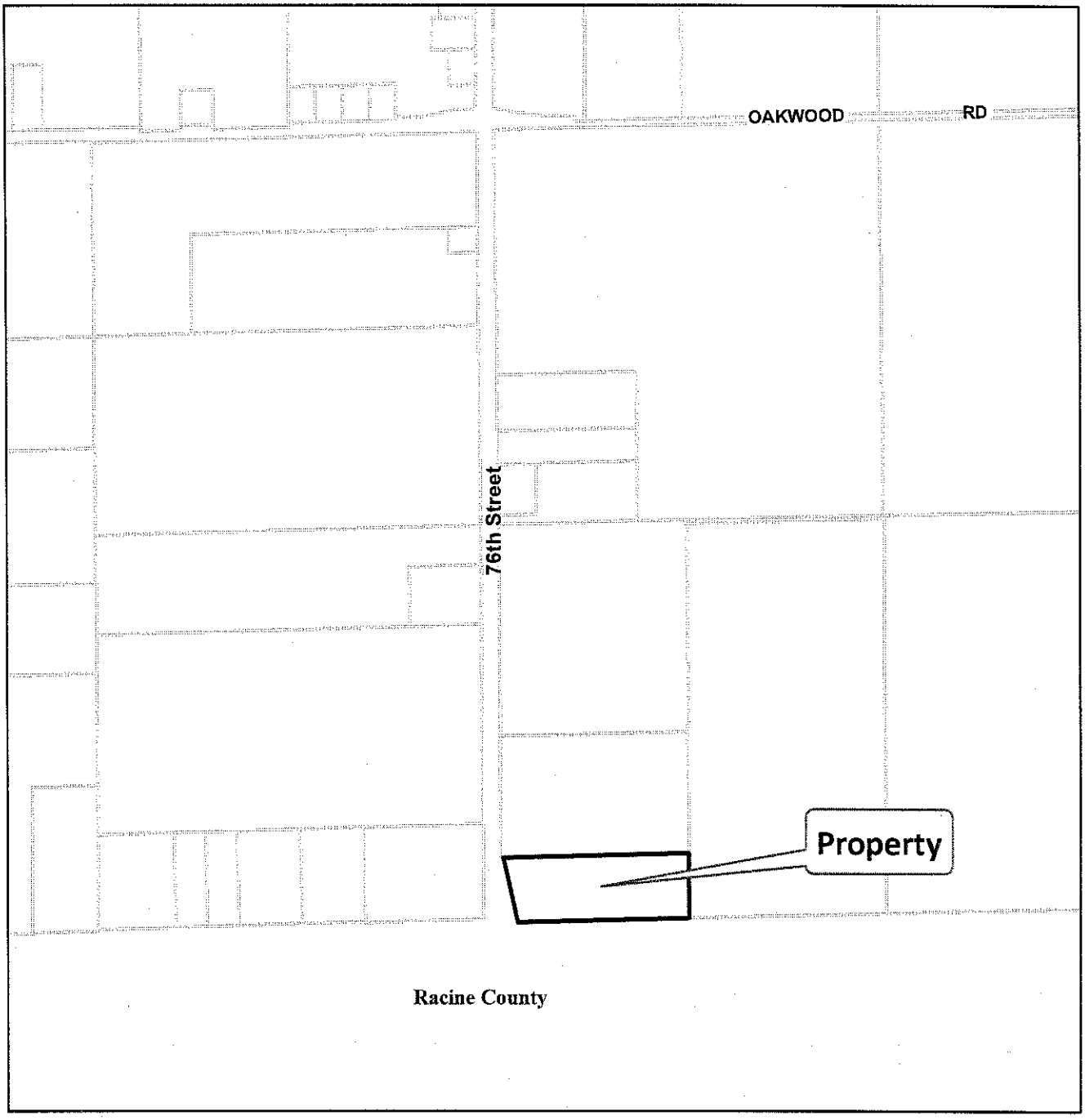
At their meeting on August 9, 2012, the Plan Commission recommended approval of a resolution imposing conditions and restrictions for the approval of a special use for a public horse stable business use upon property located at 11052-11056 South 76th Street (Franklin Investment Properties LLC, Applicant).

At their meeting on July 19, 2012, following a properly noticed Public Hearing, the Plan Commission tabled to the August 9, 2012 meeting of the Plan Commission, a resolution imposing conditions and restrictions for the approval of a special use for a public horse stable business use upon property located at 11052-11056 South 76th Street (Franklin Investment Properties LLC, Applicant).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2012-_____, a resolution imposing conditions and restrictions for the approval of a special use for a public horse stable business use upon property located at 11052-11056 South 76th Street (Franklin Investment Properties LLC, Applicant)

11052-11056 S. 76th Street
TKN 983-9999-000



0 600 1,200 2,400 Feet

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

City Development 2012
(2010 Aerial Layer)

NORTH

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO. 2012-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A PUBLIC HORSE STABLE BUSINESS USE UPON PROPERTY LOCATED AT 11052-11056 SOUTH 76TH STREET (FRANKLIN INVESTMENT PROPERTIES LLC, APPLICANT)

WHEREAS, Franklin Investment Properties LLC, having petitioned the City of Franklin for the approval of a Special Use in an A-1 Agricultural District, under Standard Industrial Classification Title No. 752 "Animal Specialty Services" to allow for a public horse stable business use upon property located at 11052-11056 South 76th Street, bearing Tax Key No. 983-9999-000, more particularly described as follows:

> A TRACT OF LAND BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 00°16′26″ WEST FOR A DISTANCE OF 429.74 FEET, ALONG THE WEST LINE OF SAID 1/4 SECTION, TO A POINT; THENCE NORTH 88°35′28″ EAST FOR A DISTANCE OF 80.00 FEET, ALONG THE NORTH LINE OF THE SOUTH 26 ACRES OF THE SW 1/4, TO A POINT ON THE EAST LINE OF SOUTH 76TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 88°35′38″ EAST FOR A DISTANCE OF 1235.56 FEET, TO A POINT, THENCE SOUTH 00°24′47″ EAST FOR A DISTANCE OF 429.72 FEET, ALONG A LINE 1320 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION, TO A POINT; THENCE SOUTH 88°35′38″ WEST FOR A DISTANCE OF 1191.35 FEET, ALONG THE SOUTH LINE OF SAID 1/4 SECTION, TO A POINT; THENCE NORTH 06°17′46″ WEST FOR A DISTANCE OF 431.23 FEET, ALONG THE EAST LINE SOUTH 76TH STREET, TO THE POINT OF BEGINNING. CONTAINS 11.96902 ACRES; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 19th day of July, 2012, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive

Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Franklin Investment Properties LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Franklin Investment Properties LLC, successors and assigns, as a public horse stable business use, which shall be developed in substantial compliance with, and operated and maintained by Franklin Investment Properties LLC, pursuant to those plans City file-stamped August 7, 2012 and annexed hereto and incorporated herein as Exhibit A.

2. Franklin Investment Properties LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the public horse stable business, 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.

3. The approval granted hereunder is conditional upon Franklin Investment Properties LLC and the public horse stable business use for the property located at 11052-11056 South 76th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

4. The operation of the public stable shall be limited to a maximum of eleven (11) horses at any given time.

5. The applicant shall receive approval from the City Clerk's Office for any permits required for a public stable.

6. The applicant shall pave and stripe all required parking areas and the driveways leading to them in accordance with the requirements set forth in Division 15-5.0200 of the Unified Development Ordinance, prior to commencement of the public stable business use.

7. Staff recommends the applicant submit a detailed Landscape Plan, which meets the requirements set forth in Division 15-5.0300 of the Unified Development Ordinance for Plan Commission review and approval prior to commencement of the public stable business use.

BE IT FURTHER RESOLVED, that in the event Franklin Investment Properties LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than $2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2012.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2012.

APPROVED:

_____
Thomas M. Taylor, Mayor

ATTEST:

_____
Sandra L. Wesolowski, City Clerk
AYES _____ NOES _____ ABSENT _____

Item III.C.

CITY OF FRANKLIN

REPORT TO THE PLAN COMMISSION

Meeting of August 9, 2012

Special Use, Rezoning, and Comprehensive Master Plan Amendment

RECOMMENDATION: City Development Staff recommends approval of the proposed Rezoning, Comprehensive Master Plan Amendment, and Special Use for a public horse stable business use upon property located at 11052-11056 South 76th Street, subject to the conditions set forth in the attached draft ordinances and resolution.

Project Name:	Sky's Stable Rezoning, Comprehensive Master Plan Amendment, and Special Use
Project Address:	11052-11056 South 76th Street
Applicant:	Franklin Investment Properties, LLC
Owners (property):	Franklin Investment Properties, LLC
Current Zoning:	R-1 Countryside/Estate Single-Family Residence District
Proposed Zoning:	A-1 Agricultural District
2025 Future Land Use:	Residential
Use of Surrounding Properties:	Agricultural to the north, Town of Raymond to the south, agricultural to the east, and a countryside/estate single-family residence to the west
Applicant Action Requested:	Recommendation of approval to the Common Council of the proposed Rezoning and Comprehensive Master Plan Amendment

BACKGROUND/INTRODUCTION:

On July 24, 2012, following a properly noticed public hearing, the Common Council tabled the Sky's Stable application for a Comprehensive Master Plan Amendment to their August 21, 2012, regularly scheduled meeting.

On July 19, 2012, following a properly noticed public hearing, the Plan Commission tabled the Sky's Stable item to their August 9, 2012, regularly scheduled meeting. The Plan Commission directed staff to work with the applicant to address the following concerns raised at the meeting:

- Will the proposed public stable facility be handicap accessible?

  On July 25, 2012, Planning Department and Building Inspection staff conducted a site inspection at 11052-11056 South 76th Street. Staff observed that the existing private stable does have a restroom, which is not handicap accessible. Building Inspector, Fred Baumgart has the following comments relating to a handicap accessible restroom within the proposed public stable:

- The bathroom size and the fixtures and fixture locations must comply with the ANSI A117.1 2003 standards. Plans shall be submitted to and reviewed by the Franklin Inspection Department and a permit issued before construction.
- The door to the bathroom shall have a clear opening of 32"; this requires the use of a 36" door. The direction of door swing is dependent on the room size.
- Threshold shall not be greater than ¼ inch, or must be ramped.
- The 3.5 inch raised threshold between the room with the bathroom and the adjacent room must be at the same heights or be ramped on both sides or have the curb removed. Access to the bathroom is through these two rooms and is not handicapped accessible as configured.
- The capacity of the building is limited to a maximum of 15 people due to having a single restroom.
- A minimum of two exits are required from both the stable and the riding arena, these are 36-inch doors that swing in the direction of exit (out of the building).
- NM Cable (Romex) was used for electrical wiring in several locations in the stable. NM cable is not allowed in an Agricultural building that houses livestock where litter dust or feed dust may accumulate or corrosive atmosphere of animal excrement.

- Is the property adequately served by a holding tank or private onsite waste treatment system?

  The property owner claims the stable and single-family residence at 11052-11056 South 76th Street are each served by a separate holding tank and are both regularly pumped. The Building Inspection Department checked their property records for 11052-11056 South 76th Street and could not find an approval from the State of Wisconsin or a Plumbing Permit from the City of Franklin for the installation of a holding tank for the stable, or a Plumbing Permit from the City of Franklin for the existing restroom in the stable. The Building Inspection Department was in the process of scheduling an inspection of the properties holding tanks at the time this report was written.

- Is the property large enough to support eleven (11) horses?

  On February 19, 1991, the Franklin Common Council adopted Resolution No. 91-3580, imposing conditions and restrictions for approval of a special use to Gerald Gunderman, for a private stable for horses, for use by the residents of the zoning lot and their guests at 11052 South 76th Street. The existing sheds, pole barn, horse barn, and indoor riding arena on the property were all approved as part of Mr. Gunderman's private stable approval. Condition No. 7 of Resolution No. 91-3580 limits the operation of the private stable to a maximum of eleven (11) horses at any one time.

  Although §183-68 of the Municipal Code regulates the number of animals on a property as part of an animal permit, it is only applicable when someone is keeping animals for their personal use or hobby. Below, please find the regulations from §183-68 relating to horses.

Species	Minimum Land Area (acres)	Special Regulations
Horses	3	Stables and grazing areas shall be located not less than 150 feet from any urban area. ***There shall be a limit of one horse per acre.*** [emphasis added]

Furthermore, according to §183-68(C)(2)(d) of the municipal code:

(d) Persons allowed to keep animals.

[1] Only those persons who are raising or keeping animals for their personal use or hobby shall be given permits to raise or keep animals. *It is not the intent of this section to permit the raising or keeping of animals for commercial purposes or gain.* [emphasis added] The permission being granted to use lands to raise or keep animals is for an interim use until such time as the lands become urban in nature as determined by the City Council.

[2] Any commercial ventures, such as riding academies and stables, kennels, etc., shall be subject to the regulations established by the Unified Development Ordinance and/or other ordinances. [emphasis added]

Therefore, as the above noted regulation does not apply to commercial situations, staff believes the Special Use approval for Sky's Stable may approve up to eleven (11) horses to be kept on the subject property.

- Are there illegal uses currently operating on the property?

As previously mentioned, on July 25, 2012, Planning Department and Building Inspection staff conducted a site inspection at 11052-11056 South 76th Street. Staff observed a landscape company named Greater Milwaukee Lawnscape, LLC d/b/a Greater Milwaukee Landscape occupying half of the pole barn on the southern portion of the property. In addition, Greater Milwaukee Lawnscape, LLC is subleasing space to two other landscaping contractors. The landscape materials, debris, and equipment being stored outside on the south end of the property, in the immediate vicinity of the pole barn, belong to these three landscape contractors. The current use of the property for a lawn and garden services company is illegal, as this use is not allowed in the R-1 Countryside/Estate Single-Family Residence District. However, Standard Industrial Classification (SIC) Title No. 782 Lawn and Garden Services is allowed as a Special Use in the A-1 Agricultural District. If the property is rezoned to A-1, Agricultural District the businesses may apply for Special Use approval to remain on the property. If the landscape businesses do not wish to apply for Special Use approval, or if the request for rezoning is denied, staff will pursue standard zoning enforcement proceedings to ensure the property complies with the regulations set forth in the Unified Development Ordinance.

The staff report for the Sky's Stable Rezoning, Special Use, and Comprehensive Master Plan Amendment from the July 19, 2012, Plan Commission meeting has been included in the Plan Commission packets for reference.

STAFF RECOMMENDATION:

City Development staff recommends approval of the proposed Rezoning, Comprehensive Master Plan Amendment, and Special Use for a public horse stable business use upon property located at 11052-11056 South 76th Street, subject to the conditions set forth in the attached draft ordinances and resolution (it can be noted that there are no changes to these draft documents as previously submitted).

CITY OF FRANKLIN

REPORT TO THE PLAN COMMISSION

Meeting of July 19, 2012

Special Use, Rezoning, and Comprehensive Master Plan Amendment

RECOMMENDATION: City Development Staff recommends approval of the proposed Rezoning, Comprehensive Master Plan Amendment, and Special Use for a public horse stable business use upon property located at 11052-11056 South 76th Street, subject to the conditions set forth in the attached draft ordinances and resolution.

Project Name:	Sky's Stable Rezoning, Comprehensive Master Plan Amendment, and Special Use
Project Address:	11052-11056 South 76th Street
Applicant:	Franklin Investment Properties, LLC
Owners (property):	Franklin Investment Properties, LLC
Current Zoning:	R-1 Countryside/Estate Single-Family Residence District
Proposed Zoning:	A-1 Agricultural District
2025 Future Land Use:	Residential
Use of Surrounding Properties:	Agricultural to the north, Town of Raymond to the south, agricultural to the east, and a countryside/estate single-family residence to the west
Applicant Action Requested:	Recommendation of approval to the Common Council of the proposed Rezoning and Comprehensive Master Plan Amendment

Please note:

- Staff recommendations are *underlined, in italics* and are included in the draft resolution.
- Staff suggestions are only underlined and are not included in the draft resolution.

BACKGROUND/INTRODUCTION:

On February 19, 1991, the Franklin Common Council adopted Resolution No. 91-3580, imposing conditions and restrictions for approval of a special use to Gerald Gunderman, for a private stable for horses, for use by the residents of the zoning lot and their guests at 11052 South 76th Street. The existing sheds, pole barn, horse barn, and indoor riding arena on the property were all approved as part of Mr. Gunderman's private stable approval.

On June 4, 2012, Franklin Investment Properties, LLC petitioned the City of Franklin for the approval of a Special Use in an A-1 Agricultural District, under Standard Industrial Classification Title 752 "Animal Specialty Services" to allow for a public horse stable business use upon property located at 11052-11056 South 76th Street. In addition, the applicant submitted

an application to rezone approximately 11.97 acres of land located at 11052-11056 South 76th Street from R-1 Countryside/Estate Single-Family Residence District to A-1 Agricultural District. Consequently, the applicant submitted a Comprehensive Master Plan Amendment Application to designate the property for agricultural use.

PROJECT DESCRIPTION/ANALYSIS:

Special Use:

Franklin Investment Properties, LLC is requesting a Special Use in an A-1 Agricultural District, under Standard Industrial Classification Title 752 "Animal Specialty Services" to allow for a public horse stable business use upon property located at 11052-11056 South 76th Street. The applicant is currently operating the site as a private stable subject to the conditions and restrictions of the special use approval from Resolution No. 91-3580.

In the project narrative, Mr. Steve Puschnig describes the proposed public stable as a, "therapeutic" stable, where disabled children can come and ride horses. Mr. Puschnig is proposing hours of operation from 9:00 a.m. to 5:00 p.m. daily. In addition, he anticipates a minimum of two (2) employees working at stable at any given time.

Existing improvements and structures on the subject property include a 1,724 square foot single-family residence (farmstead), a 1055 square foot shed/garage, a 410 square foot shed, a 300 square foot manure storage structure, a 6,013 square foot pole barn, and a 13,456 square foot horse barn/indoor riding arena. The property also includes six fenced paddocks and a large pasture on the east end. The front yard of the property contains a decorative fence, which happens to be located within the South 76th Street Right-of-Way. Staff suggests the applicant remove the fence from the South 76th Street Right-of-Way and relocate it onto the public stable's property.

As previously mentioned, the existing private stable on the property operates under a Special Use granted by Resolution No. 91-3580. Condition No. 7 of Resolution No. 91-3580 limits the operation of the private stable to a maximum of eleven (11) horses at any one time. *Staff recommends the operation of the public stable be limited to a maximum of eleven (11) horses at any one time.*

The applicant has provided a written response to the General Special Use Standards from Section 15-3.0701 of the Unified Development Ordinance (UDO). The applicant has also provided a written response to the Detailed Special Use Standards for Public Stables from Section 15-3.0703X of the UDO. According to §199 of the Municipal Code, a Riding Academy is defined as, "Any barn, stable, building or other place within the city, the principal use of which or the chief source of profit of which is derived from the keeping or letting for hire or reward of horses, carriages, cabs, wagons, sleighs or other vehicles for carrying passengers drawn by horses, whether such horses or vehicles be hired out or let with or without a driver furnished by the riding academy." The proposed public stable meets the above definition. Therefore, *staff recommends the applicant receive approval from the City Clerk's Office for any permits required for a public stable.*

Parking:

The applicant is proposing to provide twelve (12) off-street parking spaces for the proposed public stable. According to Table 15-2.0203 of the Unified Development Ordinance (UDO), riding arenas, equestrian centers, or public stables are required to provide a minimum of one space per four equestrian stalls, plus one space per 2,000 square feet of riding area.

By applying the required parking ratio, an 8,775 square foot riding arena requires four (4) spaces and fourteen (14) horse stalls require an additional five (5) spaces. Therefore, the total number of required off-street parking spaces is nine (9). As stated above, the applicant is proposing twelve (12) spaces, which exceeds the UDO requirement. The applicant has indicated one (1) handicap accessible parking stall near the main entrance to the building, which meets the requirement from Table 15-5.0202I(1) of the UDO.

The applicant's survey indicates striped parking stalls, but also indicates an existing gravel surface where nine (9) of the off-street parking spaces are proposed. According to Section 15-5.0202D, all open, off-street loading and parking spaces shall be improved with pavement, of either asphalt or concrete. Therefore, *staff recommends the applicant pave and stripe all proposed off-street parking areas and the driveways leading to them, prior to commencement of the public stable business use.*

Landscaping:

The applicant is not proposing any landscaping as part of their special use request. The Unified Development Ordinance (UDO) requires one canopy/shade tree, one evergreen tree, one decorative tree, and one shrub for every five parking spaces provided. Since the applicant is providing (12) off-street parking spaces, a minimum of three (3) units of each planting type would be required. However, the UDO also states that the minimum number of plantings shall be five (5) per property for each type. Therefore, the applicant shall provide a minimum of five (5) canopy/shade trees, five (5) evergreen trees, five (5) decorative trees, and five (5) shrubs. *Staff recommends the applicant submit a detailed Landscape Plan, which meets the requirements set forth in Division 15-5.0300 of the Unified Development Ordinance for Plan Commission review and approval prior to commencement of the public stable business use.*

The property across 76th Street from 11052-11056 South 76th Street is a countryside/estate single-family residence. The proposed public horse stable is a more intense use than the adjacent single-family residence. Therefore, staff suggests the five (5) required evergreen plantings be installed along the western property line, south of the driveway, to serve as a bufferyard between the adjacent single-family residence and the public stable.

Lighting:

The applicant is not proposing to make any changes to the site's outdoor lighting.

NRPP:

The applicant has provided a Natural Resource Reconnaissance Report from R.A. Smith National dated April 9, 2012. The letter states that, "Based on the field assessment, it was determined that

no natural resource features were present." This letter is an acceptable alternative to a Natural Resource Protection Plan for the property.

Rezoning:

The subject property is located on the east side of South 76th Street, immediately north of the Town of Raymond in south central Franklin (Tax Key No. 983-9999-000). The property is owned by Franklin Investment Properties, LLC, who is requesting the rezoning. The property is currently zoned R-1 Countryside/Estate Single-Family Residence District. As stated above, the applicant is proposing to rezone the property to A-1 Agricultural District.

The applicant is requesting the rezoning because Standard Industrial Classification (SIC) Title No. 752 is not allowed in the R-1 Countryside/Estate Single-Family Residence District. However, SIC Title No. 752 is allowed within the A-1 Agricultural District as a Special Use.

As stated above, the property is approximately 11.97 acres, which meets the 3-acre minimum lot area requirement of the requested A-1 Agricultural District. In addition, the proposed zoning is consistent with the adjacent Root River Parkway property to the east, which is also zoned A-1 Agricultural District. Finally, the existing farmstead, stable, and pasture uses are all consistent with allowable uses within the A-1 Agricultural District.

Comprehensive Master Plan Amendment:

Comprehensive Master Plan Consistency

> *Consistent with, as defined by Wisconsin State Statute, means "furthers or does not contradict the objectives, goals, and policies contained in the comprehensive plan."*

The City of Franklin 2025 Comprehensive Master Plan (CMP) identifies this property, and the lands to the north for residential use. Since the applicant is requesting to rezone the property from R-1 Countryside/Estate Single-Family Residence District to A-1 Agricultural District, the CMP must be amended to designate the property for agricultural use. The CMP amendment is necessary for the zoning to be consistent with the CMP, which is a requirement of the State of Wisconsin Comprehensive Planning Legislation.

The subject rezoning and comprehensive master plan amendment request, and special use is consistent with the following principles and goals set forth within the Comprehensive Master Plan:

- Preserve and enhance the City's community character, including individual planning areas identities, while directing growth and development.
    - Residents of Planning Area H had a strong desire to maintain the rural, open character found in area H. Many unique open spaces in Area H are not found elsewhere in Franklin and should be preserved.
- Promote an active healthy lifestyle.
    - Provide access to parks, open space, and a wide range of recreational programs and facilities that help to promote an active and healthy lifestyle.

Based upon the information provided by the applicant for the subject Rezoning, Comprehensive Master Plan Amendment, and Special Use, and the information noted in this report, it is staff's professional opinion that the proposed project would be consistent with a preponderance of the principles, goals, objectives, and policies set forth in the Comprehensive Master Plan.

STAFF RECOMMENDATION:

City development staff recommends approval of the proposed Rezoning, Comprehensive Master Plan Amendment, and Special Use for a public horse stable business use upon property located at 11052-11056 South 76th Street, subject to the conditions set forth in the attached draft ordinances and resolution.

Franklin

JUL 11 2012

City Development

May 1, 2012

To: Mayor of the City of Franklin
Common Council Members
Zoning Board Members

I would like to request on my behalf the consideration of the City Of Franklin to consider my rezoning request.

You will see that my request not only will benefit Franklin as a whole, but also help initiate the knowledge and respect of other surrounding areas.

I would like to propose my rezoning be granted as it is meant to be useful and helpful to the children of our day and time who have the unfortunate circumstance of having disabilities. It is a known fact that when children are able to participate in normal everyday activities, it helps them not only get more out of life, but the opportunity to be given what every other child can accomplish.

I would like to be able to offer the less fortunate children the ability to experience a different world for them. If you have done any research on "therapeutic" stables or being able to offer a disabled child the ability to ride a horse, take lessons or even something as minor as being able to be with a real horse, the look in their face is pure magic. Of course this is all with supervision and qualified personnel on the premises.

A therapeutic effect is a consequence of the end result of which are judged to be desirable and beneficial for the person(s). Currently there are none in the local area that are able to offer this wonderful benefit to our friends with disabilities. Which of course means some may not get to experience the excitement and sensation due to the location of the few that are available.

What I am looking to accomplish by this rezoning is to be able to provide a therapeutic riding program for children and adults living with physical and cognitive disabilities. A child who is able to participate in therapeutic horseback riding can experience physical, emotional and mental rewards.

The rezoning would allow me to be able to provide a unique natural environment to the citizen's of the City of Franklin and surrounding areas.

With this in mind as my intention, I would ask that you please consider approving my rezoning request.

Sincerely,

Mr. Steven Puschnig
11052 S. 76th Street
Franklin, WI 53132
(414) 305-0990

ADDITIONS TO PROJECT NARRATIVE

1. The proposed zoning is consistent with adjacent zoning. The property to the East is zoned A-1. Properties to the North and West are zoned R-1.

2. No additional onsite parking will be required. No additional onsite parking is planned.

3. An application for a Riding Academy license was filed with the City Clerk's Office on June 28, 2012.

4. This project will help meet the goals and objectives of the Comprehensive Master Plan of the City in the following ways:

(1) Protects the City's remaining natural resource features.

(2) Limits expansion of landfill.

(3) Does not alter floodplains and woodland areas.

(4) Preserves existing recreation areas and opportunities.

(5) Provides access to a wide range of recreational programs and facilities that help to promote an active and healthy lifestyle.

(6) Protects the natural resource features and high-quality suburban character.

(7) Permits growth while protecting natural resource features and high-quality suburban character.

(8) Creates jobs.

(9) Encourage land use, density and regulations that promote efficient development patterns and relatively low municipal and utility costs.

(10) Ensure compatibility with adjacent land uses.

Respectfully submitted,

Steven K. Puschnig

Franklin
City Development

Franklin
JUL 11 2012
City Development

June 5, 2012

To: Mayor of the City of Franklin
Common Council Members
Zoning Board Members

This letter is in support of my application for a special use permit for the property located at 11052 South 76th Street, Franklin, Wisconsin. In this letter, I will address the General Standards contained in Section 15-3.0701.

1. Ordinance and Comprehensive Master Plan Purposes and Intent.

As stated in Section 15-1.0103 of the UDO, the purpose of the Ordinance is to "...promote the public health, safety, morals, prosperity, aesthetics and general welfare of the City and its environs."

As set forth in the narrative which accompanies the Application in this matter, the special use requested will provide an opportunity for "public health...morals...and general welfare of the City" without diminishing the aesthetics or safety of the City. This property is currently being used as a stable. The special use requested would not require any change in the current structures or land use and would add a resource to the City for its residents which is currently not available.

Because no changes in the structures on the land or the layout and use of the land is being requested, all of the specific factors enumerated in the Intent section of the Ordinance (15-1.0104) are complied with.

2. No Undue Adverse Impact.

The special use requested will not change in any way the current layout and use of the land. Horses are currently being boarded on the property and no adjacent land owners have voiced a concern about a detrimental effect on their property.

3. No Interference with Surrounding Development.

The proposed use will be arranged and operated so as to affect all surrounding properties in the same manner as the current use. It therefore will not dominate the immediate vicinity or interfere with the use and development of neighboring properties.

4. Adequate Public Facilities.

All public facilities have been adequate for the current use of the property. No additional public facilities will be required if the special use application is granted.

5. No Traffic Congestion.

Additional on-site parking which will be more than adequate for the individuals making use of the riding academy will be created by the owner of the property in accordance with City regulations. The property is not near residential streets and currently has ingress and egress designed to minimize traffic congestion.

6. No Destruction of Significant Features.

No natural, scenic or historic features of the property will be changed in any way.

7. Compliance with Standards.

This special use will conform to the applicable regulations of the district in which it is located except as modified by the Common Council.

Sincerely,

Mr. Steven Puschnig
11052 South 76th Street
Franklin, WI 53132
(414) 305-0990

ADDITIONAL INFORMATION TO BE ADDED TO THE SPECIAL USE APPLICATION

1. 10 equestrian stalls are proposed. This is the same number currently on the property. No new stalls will be added.

2. No horses will be trailered in for daily riding. Horses being boarded full time on the premises will be used.

3. The proposed hours of operation are 9:00 a.m. to 5:00 p.m. daily. It is anticipated that 2 employees will be working at the riding academy at any given time. The academy will be open to the public.

4. The existing single-family residence will be used as a farmstead.

5. The pole barn located to the southeast of the residence is used for storage of the tractor and skidster which are used on the property.

6. Regarding the Special Use Criteria for Public Stables set forth in 15-3.0703 W of the UDO:

(a) This property is greater than 10 acres.

(b) All setbacks exceed 75 feet.

(c) Pasture extends to thirty (30) feet from the lot line.

(d) All manure piles shall be and currently are stored, removed and/or applied in accordance with all applicable City requirements.

(e) All points on the perimeter of any stable building and any corral are at least seventy-five (75) feet from the nearest boundary line or right-of-way line on the parcel.

(f) All feed and bedding has been and will in the future be stored indoors.

Respectfully submitted,

Steven K. Puschnig

Franklin
JUL 11 20
City Development

R.A. Smith National
Beyond Surveying
and Engineering

Franklin
JUN 4 2012
City Development

April 9th, 2012

Mr. Steve Puschnig
8771 S. 27th Street
Franklin, WI 53122

Re: Natural Resource Reconnaissance – 11052 & 11056 S. 76th Street, City of Franklin, Milwaukee County, WI

Dear Mr. Puschnig,

We are pleased to provide this Natural Resource Reconnaissance Report for the property located at 11052 & 11056 S. 76th Street in the City of Franklin, Milwaukee County, Wisconsin. This parcel is located in the SW ¼ of Section 34, Township 5 North, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin.

Ms. Heather Patti conducted the field assessment on April 4th, 2012 to determine whether any natural resources as defined by the City of Franklin's Unified Development Ordinance (UDO) were present on the property. As defined by the UDO, natural resource features include steep slopes, mature woodlands, young woodlands, lakes, ponds, streams, shore buffers, floodplains, wetlands, and wetland buffers. Each feature is defined in the UDO.

Based on the field assessment, it was determined that no natural resource features were present. The property is utilized for equestrian riding and pasture, and contains a residence, barn, riding arena, a parking area, and other graded/filled areas. There is a treeline along the northern property line, which includes young and mature green ash, box elder, black cherry, silver maple, quaking aspen and white oak. However, according to property line markers most of the trees within the treeline stand on the neighboring property, and the trees on the property do no meet the definition of a young or mature woodland. This is due to gaps in the canopy along the treeline as well as the small area of canopy encompassed by the existing trees. Also, two areas were inspected for the presence of wetlands along the northern property line. The northeastern most area did not exhibit indicators of vegetation, soils or hydrology. The other area, just north of the existing horse pasture, showed evidence of wetland vegetation (e.g., reed canary grass) but a cursory soil pit did not exhibit hydric soils. This area is also mapped in an upland (Morley silt loam) soil unit. There is a 12" culvert that crosses the farm road in this location, so this area is drained after spring thaw and rain events which is likely the cause for the reed canary grass. No waterways, streams, shore buffers, floodplains, wetland buffers, steep slopes or shorelands were observed on the property.

We appreciate the opportunity to work with you on this project. If you have any questions or comments concerning this site visit, please call me at (262) 317-3361. Thank you!

Sincerely,

RA SMITH NATIONAL, INC

Heather Patti

Heather Patti, PWS
Ecologist/Project Manager

Exhibit A

Franklin
AUG 7 2012
City Development

DENOTES EXISTING BUILDINGS
DENOTES EXISTING GRASS/GREEN AREA
DENOTES EXISTING CONCRETE
DENOTES EXISTING GRAVEL AREA
DENOTES EXISTING ASPHALT PAVEMENT

"CANTERVILLE STABLES"

OWNER:
FRANKLIN INVESTMENT PROPERTIES, LLC
8771 SOUTH 27TH STREET
FRANKLIN, WI. 53132

EXISTING ZONING: R-1

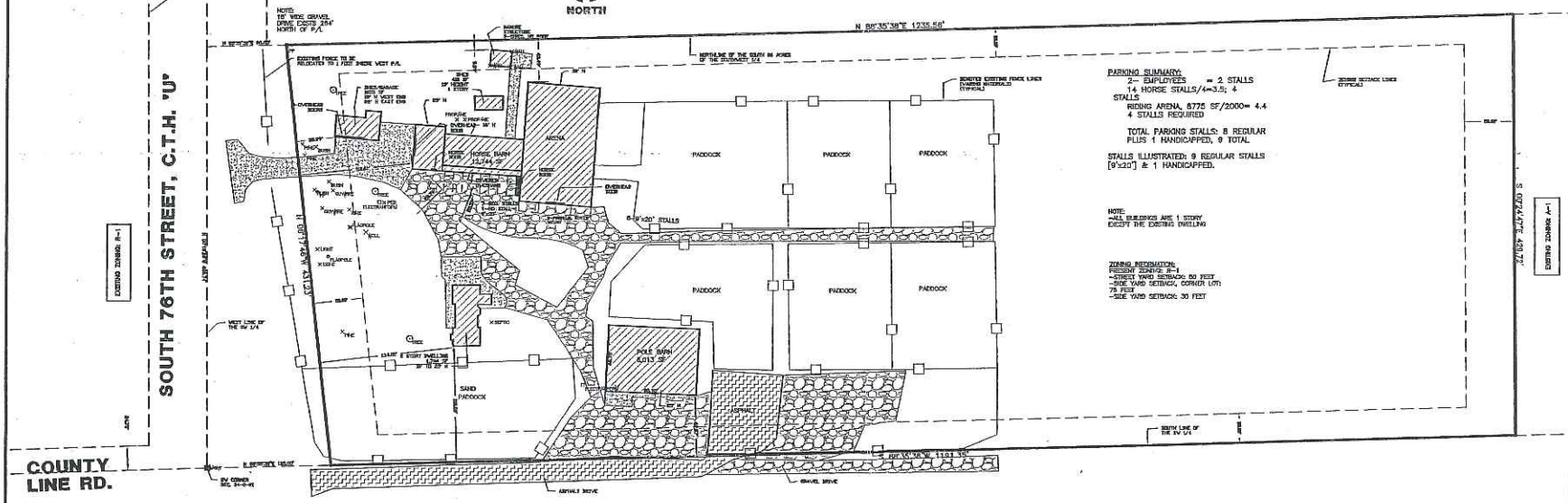
NORTH

GRAPHIC SCALE – FEET
50 0 50 100 150

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PART OF THE SOUTHWEST ¼ AND THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 34, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 00°16'26" WEST FOR A DISTANCE OF 429.74 FEET, ALONG THE WEST LINE OF SAID ¼ SECTION, TO A POINT; THENCE NORTH 88°35'28" EAST FOR A DISTANCE OF 80.00 FEET, ALONG THE NORTH LINE OF THE SOUTH 26 ACRES OF THE SW ¼, TO A POINT ON THE EAST LINE OF SOUTH 76TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 88°35'38" EAST FOR A DISTANCE OF 1235.56 FEET, TO A POINT, THENCE SOUTH 00°24'47" EAST FOR A DISTANCE OF 429.72 FEET, ALONG A LINE 1320 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID ¼ SECTION, TO A POINT; THENCE SOUTH 88°35'38" WEST FOR A DISTANCE OF 1191.35 FEET, ALONG THE SOUTH LINE OF SAID ¼ SECTION, TO A POINT; THENCE NORTH 06°17'46" WEST FOR A DISTANCE OF 431.23 FEET, ALONG THE EAST LINE SOUTH 76TH STREET, TO THE POINT OF BEGINNING.
CONTAINS 11.96902 ACRES

G:\MYFILES\LEGALS\FRANKLIN



AMERICAN SURVEYING COMPANY, INC.
12207 C.T.H. "K" FRANKSVILLE, WISCONSIN 53126
TEL. (262) 835-4774 FAX: (262) 835-2379
beaufordbaile@hotmail.com

		REVISIONS:	DATE
DRAWN BY:	PLB	07/10/12: REVISED PER CITY REVIEW	
CHECKED BY:	PLB	08/02/12: REVISED PER CITY REVIEW	
PLOT SCALE:	1 = 20		
DATE:	04/16/2012		
JOB NO.:	2012032		
DWG. FILE:	IN2012050A	CLIENT NO.	01917

CITY OF FRANKLIN

PROJECT:
SITE PLAN
PREPARED FOR: FRANKLIN INVESTMENT PROPERTIES LLC

Sheet 1 of 1

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Slw		08/21/12
REPORTS & RECOMMENDATIONS	ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE FUTURE LAND USE MAP USE DESIGNATION FOR PROPERTY LOCATED AT 11052-11056 SOUTH 76TH STREET FROM RESIDENTIAL TO AGRICULTURAL USE (APPROXIMATELY 11.96902 ACRES) (FRANKLIN INVESTMENT PROPERTIES LLC, APPICANT)	ITEM NUMBER 6.9.

At their meeting on August 9, 2012, the Plan Commission recommended approval of an ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at 11052-11056 S. 76th Street from residential to agricultural use (approximately 11.96902 acres) (Franklin Investment Properties LLC, applicant).

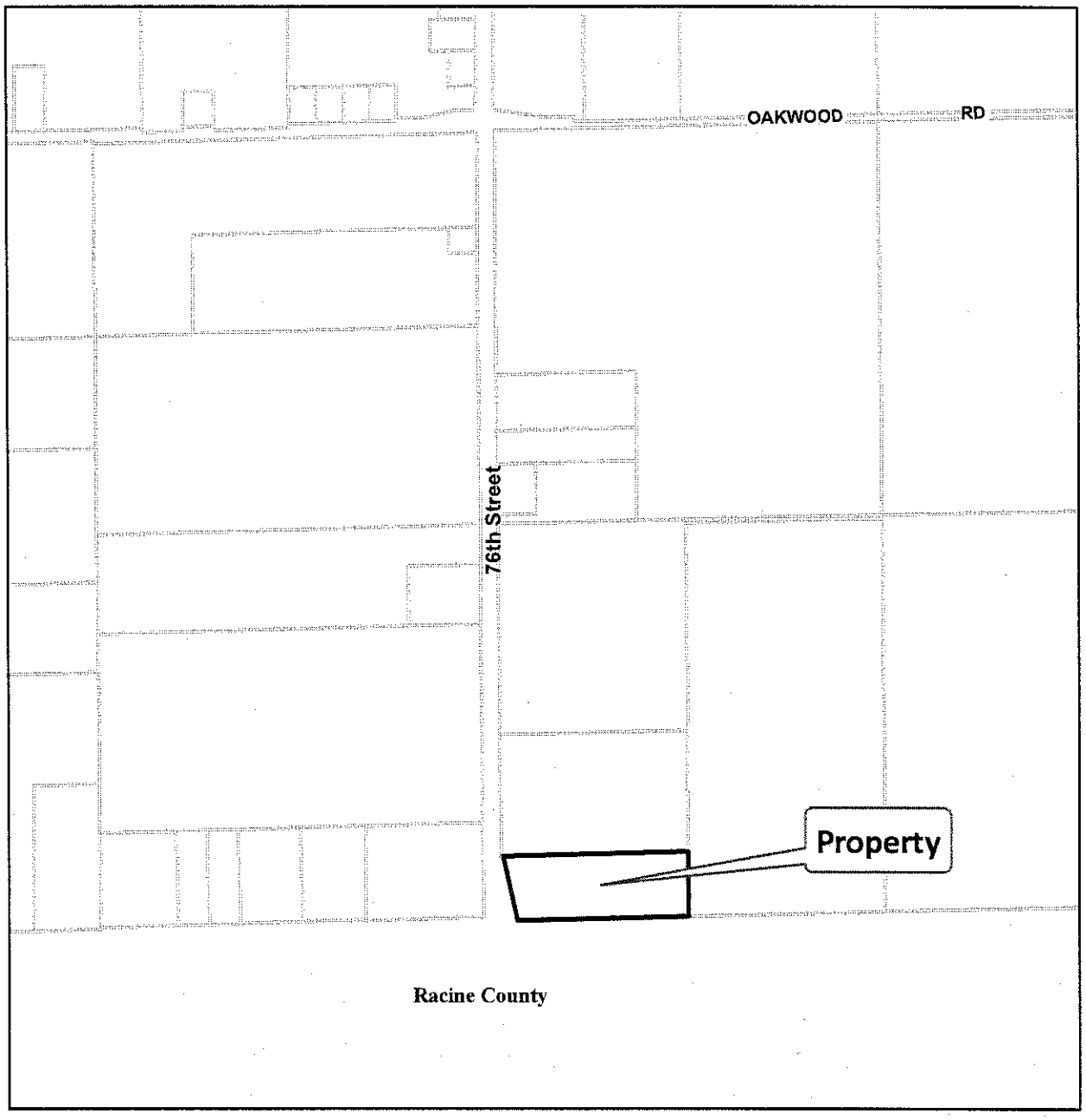
At their meeting on July 24, 2012, the Common Council moved to postpone to the August 21, 2012, meeting of the Common Council, adoption of an ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at 11052-11056 S. 76th Street from residential to agricultural use (approximately 11.96902 acres) (Franklin Investment Properties LLC, applicant).

At their meeting on July 19, 2012, the Plan Commission recommended no action be taken on this item. The Rezoning, Special Use, and Comprehensive Master Plan Amendment applications were tabled to the next regularly scheduled meeting of the Plan Commission on August 9, 2012. This item was tabled to allow the applicant time to work with staff to address concerns raised by neighbors and the Plan Commission at the meeting.

COUNCIL ACTION REQUESTED

A motion to approve Ordinance No. 2012-_____ to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at 11052-11056 South 76th Street from residential to agricultural use (approximately 11.96902 acres) (Franklin Investment Properties LLC, Applicant).

11052-11056 S. 76th Street
TKN 983-9999-000



0 600 1,200 2,400 Feet

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

City Development 2012
(2010 Aerial Layer)

NORTH

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

ORDINANCE NO. 2012-____

AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE FUTURE LAND USE MAP USE DESIGNATION FOR PROPERTY LOCATED AT 11052-11056 SOUTH 76TH STREET FROM RESIDENTIAL USE TO AGRICULTURE USE (APPROXIMATELY 11.72 ACRES) (FRANKLIN INVESTMENT PROPERTIES LLC, APPLICANT)

WHEREAS, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Franklin is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

WHEREAS, Franklin Investment Properties LLC has applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map use designation for property located at 11052-11056 South 76th Street from Residential Use to Agriculture Use; and

WHEREAS, the Plan Commission of the City of Franklin by a majority vote of the entire Commission on July 19, 2012, recorded in its official minutes, has adopted a resolution recommending to the Common Council the adoption of the Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at 11052-11056 South 76th Street from Residential Use to Agriculture Use; and

WHEREAS, the City of Franklin held a public hearing upon this proposed Ordinance, in compliance with the requirements of Wis. Stat. § 66.1001(4)(d); the Common Council having received input from the public at a duly noticed public hearing on July 24, 2012; and

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: The City of Franklin 2025 Comprehensive Master Plan is hereby amended to change the Future Land Use Map use designation for property located at 11052-11056 South 76th Street from Residential Use to Agriculture Use. Such property is more particularly described within Ordinance No. 2012- ____ of even-date herewith.

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2012, by Alderman _____.

Passed and adopted by a majority vote of the members-elect of the Common Council at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2012.

APPROVED:

_____
Thomas M. Taylor, Mayor

ATTEST:

_____
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE August 21, 2012
REPORTS & RECOMMENDATIONS	RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A REPLACEMENT HOLDING TANK AGREEMENT WITH FED EX FREIGHT 10613 S. 27 STREET TAX KEY NO. 951-9996-009	ITEM NUMBER G.10.

Attached is a resolution authorizing execution of an agreement for a Replacement Holding Tank with Fed Ex Freight, 10613 S. 27 Street, (Tax Key No. 951-9996-009).

COUNCIL ACTION REQUESTED

Motion adopting Resolution No. 2012-_____authorizing execution of an agreement for a Replacement Holding Tank with Fed Ex Freight, 10613 S. 27 Street (Tax Key No. 951-9996-009).

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2012-_____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE
A REPLACEMENT HOLDING TANK AGREEMENT WITH
FED EX FREIGHT
10613 S. 27 STREET
TAX KEY NO. 951-9996-009

WHEREAS, the State of Wisconsin required Fed Ex Freight, 10613 S. 27 Street, (Tax Key No. 951-9996-009) to install a replacement holding tank for sewage purposes on said property located in the City of Franklin, and

WHEREAS, it is in the best interests of the City of Franklin and the State of Wisconsin to guarantee that said replacement holding tank be properly operated for the protection of the health and welfare of the citizens of the City of Franklin, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that a replacement holding tank agreement be executed by the Mayor and City Clerk with Fed Ex Freight, 10613 S. 27 Street, (Tax Key No. 951-9996-009) and that said agreement be kept on file.

BE IT FURTHER RESOLVED that the City Clerk is instructed to record said replacement holding tank agreement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this 21 day of August, 2012 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 21 day of August, 2012.

APPROVED:

_____
Thomas M. Taylor, Mayor

ATTEST:

_____
Sandra L. Wesolowski, City Clerk

AYES_____NOES_____ABSENT_____

commerce.wi.gov
Wisconsin Department of Commerce

Safety and Buildings Division
201 W. Washington Ave., P.O. Box 7162
Madison, WI 53707–7162

County: Milwaukee

Sanitary Permit Number (to be filled in by Co.)

Sanitary Permit Application

In accordance with s. Comm. 83.21(2), Wis. Adm. Code, submission of this form to the appropriate governmental unit is required prior to obtaining a sanitary permit. Note: Application forms for state-owned POWTS are submitted to the Department of Commerce. Personal information you provide may be used for secondary purposes in accordance with the Privacy Law, s. 15.04(1)(m), Stats.

State Transaction Number

Project Address (if different than mailing address): 10613 S. 27th St.

I. Application Information – Please Print All Information

Property Owner's Name: FedEx Freight

Parcel #: 951-9996-009

Property Owner's Mailing Address: 10613 S 27th St.

City, State: Franklin, WI

Zip Code: 53132

Phone Number: (262) 662-9720

Property Location

Govt. Lot _____

_____ ¼, _____ ¼, Section _____ (circle one)

T _____ N; R _____ E or W

Lot #

Block #

CSM Number

Subdivision Name

☒ City of Franklin

☐ Village of _____

☐ Town of _____

II. Type of Building (check all that apply)

☐ 1 or 2 Family Dwelling – Number of Bedrooms _____

☒ Public/Commercial – Describe Use trucking Co.

☐ State Owned – Describe Use _____

III. Type of Permit: (Check only one box on line A. Complete line B if applicable)

A.	☐ New System	☒ Replacement System	☐ Treatment/Holding Tank Replacement Only		☐ Other Modification to Existing System (explain)
B.	☐ Permit Renewal Before Expiration	☐ Permit Revision	☐ Change of Plumber	☐ Permit Transfer to New Owner	List Previous Permit Number and Date Issued

IV. Type of POWTS System/Component/Device: (Check all that apply)

☐ Non-Pressurized In-Ground ☐ Pressurized In-Ground ☐ At-Grade ☐ Mound ≥ 24 in. of suitable soil ☐ Mound < 24 in. of suitable soil

☒ Holding Tank ☐ Other Dispersal Component (explain)_____ ☐ Pretreatment Device (explain)_____

V. Dispersal/Treatment Area Information:

Design Flow (gpd)	Design Soil Application Rate(gpdsf)	Dispersal Area Required (sf)	Dispersal Area Proposed (sf)	System Elevation

VI. Tank Info

	Capacity in Gallons		Total Gallons	# of Units	Manufacturer	Prefab Concrete	Site Constructed	Steel	Fiber Glass	Plastic
	New Tanks	Existing Tanks								
Septic or Holding Tank	6000		12000	2	Lakeshore	X				
Dosing Chamber										

VII. Responsibility Statement- I, the undersigned, assume responsibility for installation of the POWTS shown on the attached plans.

Plumber's Name (Print)	Plumber's Signature	MP/MPRS Number	Business Phone Number
Daniel J. Dockendorf	[signature]	231468	(262) 662-9720

Plumber's Address (Street, City, State, Zip Code): P.O. Box 100 Big Bend, WI 53103

VIII. County/Department Use Only

☐ Approved	☐ Disapproved ☐ Owner Given Reason for Denial	Permit Fee $	Date Issued	Issuing Agent Signature

IX. Conditions of Approval/Reasons for Disapproval

Attach to complete plans for the system and submit to the County only on paper not less than 8 1/2 x 11 inches in size

City of Franklin
Holding Tank Servicing Contract

CITY OF FRANKLIN
AUG 09 2012
INSPECTION DEPT.

Contract Date		
6/19/2012	This contract is made between the	
Holding Tank Owner(s) Names(s)	and	Pumper's Name
Fed Ex Freight		Doc's Sewer & Water Co.

We acknowledge the installation of a holding tank(s) on the following property: (Provide legal descriptions:)

10613 - 527th St. Franklin, WI
Milwaukee County. See attached

1. The owner agrees to file a copy of this contract with the local governmental unit hereinafter called the "City", which has signed the pumping agreement required in Ch. ILHR 83.18(4)(b), Wis. Adm. Code and with the City of Franklin.

2. The owner agrees to have the holding tank(s) serviced by the pumper and guarantees to permit the pumper to have access and to enter upon the property for the purpose of servicing the holding tank(s). The owner agrees to maintain the all-weather access road or drive so that the pumper can service the holding tank(s) with the pumping equipment. The owner further agrees to pay the pumper for all charges incurred in servicing the holding tank(s) as mutually agreed upon by the owner and pumper.

3. The pumper agrees to submit to the City which has signed the holding tank agreement required by S. ILHR 83.18(4)(b), Wis. Adm. Code, a report for the servicing of the holding tank(s) on a semiannual basis. The pumper further agrees to submit a report which shall include:

   a. The name and address of the person responsible for servicing the holding tank.
   b. The name of the owner of the holding tank.
   c. The location of the property on which the holding tank is installed.
   d. The sanitary permit number issued for the holding tank.
   e. The dates on which the holding tank was serviced.
   f. The volumes in gallons of the contents pumped from the holding tank for each servicing.
   g. The disposal sites to which the contents from the holding were delivered.

4. This agreement will remain in effect until the owner or pumper terminates this contract. In the event of a change in this contract, the owner agrees to file a copy of any changes to this service contract or a copy of a new service contract with the City of Franklin within ten (10) business days from the date of change to this service contract.

Owner(s) Name(s) (Print)	Owner's Signature(s)	Subscribed and sworn to me on this date:
Michael Hoffman MD - Facilities & Administration 2-10-12		2-10-12 Today's Date
Pumper's Name (Print) Doc's Sewer & Water Daniel J. Dockendorf	Pumper's Signature	Notary Public Signature
Pumper's Registration Number 1557		July 26, 2020 Commission Expiration

PATSY J. MCCUTCHEON
Arkansas - Boone County
Notary Public - Comm# 12377644
My Commission Expires Jul 26, 2020

Wisconsin Department of Industry, Labor and Human Relations

HOLDING TANK AGREEMENT

Safety and Buildings Division
Bureau of Buildings and Water Systems

Document No. / Plan Identification No.

Agreement Date: 6/19/2012

This agreement is made between the governmental unit and holding tank owner(s)

This space reserved for recording data

County or Local Governmental Unit: City of Franklin (called Municipality below)

Holding Tank Owner(s): Fed Ex Freight

We acknowledge that application is being made for the installation of (a) holding tank(s) on the following property: (Provide legal land description)

10613 S 27th St.
City of Franklin, WI - Milwaukee Cty
See attached

Return To

or that continued use of the existing premises requires that a holding tank be installed on the property for the purpose of proper containment of sewage. Also, the property cannot now be served by a municipal sewer, or any other type of private sewage system as permitted under Ch. ILHR 83, Wis. Adm. Code, or Ch. 145, Stats.

As an inducement to the ~~XXXXXX~~ City of Franklin to issue a sanitary permit for the above described property, we agree to do the following:

1. Owner agrees to conform to all applicable requirements of Ch. ILHR 83, Wis. Adm. Code relating to holding tanks. If the owner fails to have the holding tank properly serviced in response to orders issued by the municipality to prevent or abate a human health hazard as described in s. 254.59, Stats., the municipality may enter upon the property and service the tank or cause to have the tank to be serviced and charge the owner by placing the charges on the tax bill as a special assessment for current services rendered. The charges will be assessed as prescribed by s. 66.60, Stats.

2. The owner agrees, pursuant to s. ILHR 83.18 (10), Wis. Adm. Code, to have installed in a new building or new structure a water meter approved by the County and State. The water meter shall be installed by a plumber authorized by the State to conduct such installations, with said installation complying with State regulations and manufacturers specifications. The owner agrees to be financially responsible for the purchase, installation, maintenance, and repair of the water meter, and agrees to allow the municipality to enter the above described property on a regular basis to read and/or inspect the water meter.

3. Owner agrees to pay all charges and cost incurred by the municipality for inspection, pumping, hauling, or otherwise servicing and maintaining the holding tank in such a manner as to prevent or abate any human health hazard caused by the holding tank. The municipality shall notify the owner of any costs which shall be paid by the owner within thirty (30) days from the date of notice. In the event the owner does not pay the costs within thirty (30) days, the owner specifically agrees that all the costs and charges may be placed on the tax roll as a special assessment for the abatement of a human health hazard, and the tax shall be collected as provided by law.

4. The owner, except as provided by s. 146.20 (3) (d), Stats., agrees to contract with a person who is licensed under Ch. NR 113, Wis. Adm. Code, to have the holding tank serviced and to file a copy of the contract or the owner's registration with the municipality. The owner further agrees to file a copy of any changes to the service contract, or a copy of a new service contract, with the municipality within ten (10) business days from the date of change to the service contract.

5. The owner agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code, who shall submit to the municipality on a semiannual basis a report in accordance with s. ILHR 83.18 (4) (a) 2., Wis. Adm. Code, for the servicing of the holding tank. In the case of registration under s. 146.20 (3) (d), Stats., the owner shall submit the report to the municipality. The municipality may enter upon the property to investigate the condition of the holding tank when pumping reports and meter readings may indicate that the holding tank is not being properly maintained.

6. This agreement will remain in effect only until the local governmental unit responsible for the regulation of private sewage systems certifies that the property is served by either a municipal sewer or a soil absorption system that complies with Ch. ILHR 83, Wis. Adm. Code. In addition, this agreement may be cancelled by executing and recording said certification with reference to this agreement in such manner which will permit the existence of the certification to be determined by reference to the property.

7. This agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The owner shall submit the agreement to the register of deeds, and the agreement shall be recorded by the register of deeds in a manner which will permit the existence of the agreement to be determined by reference to the property where the holding tank is installed.

Owner(s) Name(s) - Print	Notrized Owner(s) Signature(s)	Subscribed and sworn to before me on this date:
	[signature] 6-29-12	[signature] Notary Public 6-29-12
Municipal Official Name - Print	Municipal Offical Signature	My commission expires: July 26, 2020
Municipal Official Title - Print		

The information you provide may be used by other government agency programs [Privacy Law, s. 15.04 (1)(m)]

SBD-6123 (R.04/94) This instrument was drafted by WI DILHR.

PATSY J MCCUTCHEON
Arkansas - Boone County
Notary Public - Comm# 12377844

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that part of the Northeast 1/4 of Section 36, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of Section 36; then South 88 degrees 41'08" West along the South line of said Northeast 1/4, 726.00 feet to the place of beginning of the lands herein described; then North 0 degrees 11' 45" West 660.03 feet; thence South 88 degrees 41' 08" West 902.71 feet; then South 0 degrees 21' 20" East 660.00 feet to a point on the South line of said Northeast 1/4; then North 88 degrees 41' 08" East along said South line 900.87 feet to the place of beginning.

Tax Parcel No. 951-9996-009

REEL 5346 IMAGE 2323

APPROVAL Shw	REQUEST FOR COUNCIL ACTION	MTG. DATE 8/21/12
Reports & Recommendations	**SUBJECT:** Change Order No. 4 - Ryan Creek Interceptor Contract C02006-C03 for utility relocation on Parcel No 21 – 9733 W. Ryan Road	**ITEM NO.** G.11.

BACKGROUND

Change Order No. 4 covers the extra costs of the temporary utility relocates incurred by the Contractor during the installation of the sanitary sewer on Parcel No. 21 – 9733 W. Ryan Road.

ANALYSIS

The Ryan Creek Sanitary Sewer Interceptor Project-Contract C02006-C03 was bid on August 30, 2011, awarded on September 20, 2011 to D.F. Tomasini and a Notice to Proceed was issued to the Contractor by the City on November 10, 2011.

The construction easements on this particular parcel were not obtained by the City until November 22, 2011; approximately three months after Project bids were opened.

Prior to November 22, 2011, neither the City, the utilities, any of the Bidders or the Contractor was allowed to enter onto the subject property. Despite these facts, we knew during the design phase of the project that the property owner had a security system that would have to be temporarily relocated during construction and we accounted for this cost in the Clean Water Fund Application in the amount of $5,000. We also knew that the existing utility services to the residence on the property (gas, electric, telephone) would also have to be temporarily relocated during construction of the sewer. What was unknown were the costs for the temporary utility relocations since the utilities were unable to provide costs estimates prior to discussing the details with the specific contractor awarded the Project. Also, we did not know the exact location of where the utilities had to be temporarily located to, until the easement was signed and the location of the temporary drive (in which the utilities would be temporarily placed), could be determined.

OPTIONS

Approval
or
Table

FISCAL NOTE

Change Order No. 4 would be financed as a part of the Ryan Creek Interceptor Loan Project and must also be approved by Wisconsin Department of Natural Resources and the Milwaukee Metropolitan Sewerage District.

RECOMMENDATION

Motion to authorize the City Engineer to sign Change Order No. 4 for the Ryan Creek Interceptor Project – Contract No. 3 with D.F. Tomasini, Inc. for $21,605.92 increasing the contract from $5,502, 022.76 to $5,523,628.68 for utility adjustments on Parcel No. 21 – 9733 W. Ryan Road.

JB\db

Ruekert·Mielke
engineering solutions for a working world

RECEIVED
JUL 25 2012
City of Franklin
Engineering Department

July 25, 2012

Mr. John M. Bennett, P. E.
City Engineer/Director of Public Works
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

RE: Ryan Creek Sanitary Sewer Interceptor
Contract C02006-C03
Change Order No. 4

Dear Mr. Bennett:

Enclosed for the City's review and approval are 3 copies of Change Order No. 4 for the above referenced Contract.

Change Order No. 4 covers the extra costs of the temporary utility relocates incurred by the Contractor during the installation of the sanitary sewer on Parcel No. 21 (Tax Key 894.9999.001).

Background

The Ryan Creek Sanitary Sewer Interceptor Project-Contract C02006-C03 was bid on August 30, 2012, awarded on September 20, 2011 to D. F. Tomasini and a Notice to Proceed was issued to the Contractor by the City on November 10, 2011.

The construction easements on this particular parcel were not obtained by the City until November 22, 2011, approximately 3 months after Project bids were opened.

Prior to November 22, 2011, neither the City, the utilities, any of the Bidders or the Contractor were allowed to enter onto the subject property. Despite these facts, we knew during the design phase of the Project that the property owner had a security system that would have to be temporarily relocated during construction and we accounted for this cost in the Clean Water Fund application in the amount of $5,000. We also knew that the existing utility services to the residence on the property (gas, electric, telephone) would also have to be temporarily relocated during construction of the sewer. What was unknown were the costs for the temporary utility relocations since the utilities were unable to provide costs estimates prior to discussing the details with the specific contractor awarded the Project. Also, we did not know the exact location of where the utilities had to be temporarily located to until the easement was signed and the location of the temporary drive (in which the utilities would be temporarily placed), could be determined.

W233 N2080 Ridgeview Parkway • Waukesha, Wisconsin 53188-1020
(262) 542-5733 • Fax: (262) 542-5631 • www.ruekert-mielke.com

The final resolution of the temporary driveway and subsequent utility relocations (from the original driveway location shown in green on the attached sketch to the location shown in pink and then back to the location shown in green), were not determined until January, 2012 after several meetings and discussions with the affected property owner.

The area where the existing and temporary driveways were located is the deepest part of the sewer (~42 feet deep), and, as such, necessitated a major excavation as depicted on the enclosed photo. Another note of interest, had we had a "normal" winter with the usual frost depths and weather, the costs from the utilities would have been significantly higher.

Costs

The costs incurred by the Contractor are as follows:

WeEnergies (Electric)	$ 9,188.44
WeEnergies (Gas)	$ 7,417.48
D.F. Tomasini (Security System)	$ 5,000.00
Total	$21,605.92

We have preliminary reviewed these changes with both MMSD and DNR and they concur.

If the City agrees with these changes, please sign all 3 copies of the 3 Change Orders and return to me for further processing. A fully executed copy will be returned to you for your files when complete.

Very truly yours,

RUEKERT/MIELKE

Joseph W. Eberle, P.E.
Principal/Senior Project Manager

JWE:sjs
Enclosure
cc: Ronald J. Romeis, P. E., City of Franklin, (w/encl.)
Francis Fuja, P. E., Wisconsin Department of Natural Resources, (w/encl.)
Larry E. Ellis, P. E., Milwaukee Metropolitan Sewerage District, (w/encl.)
Gerald E. Powell, P.E., Ruekert/Mielke, (w/encl.)
File

CHANGE ORDER

No. Four (4)

Date of Issuance: July 23, 2012 | Effective Date: July 23, 2012

Project: Ryan Creek Sanitary Sewer Interceptor 92nd St, To 112th St., City of Franklin

Contract: C02006-C03

Owner: City of Franklin | Effective Date of Agreement: November 14, 2011

Contractor: D.F. Tomasini, Inc. | Engineer: Ruekert/Mielke

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Utility costs to temporarily relocate and then replace gas, electric, telephone, and security.

Reason for Change Order: Need to relocated driveway and utilities temporarily to install sewer.

Attachments: WeEnergies invoices dated January 19, 2012 and January 27, 2102
D. F. Tomasini letter dated July 17, 2012.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price $ 5,374,692.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase from previously approved Change Orders No. 1 to No. 3 : $ 127,330.76	●Increase● ●Decrease● from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $ 5,502,022.76	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: $ 21,605.92	●Increase● ●Decrease● of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $ 5,523,628.68	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Joseph W. Eberle, P.E.
Ruekert / Mielke
Date: 7/24/12

ACCEPTED:
By: _____
Owner (Authorized Signature)
City of Franklin
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
D. F. Tomasini, Inc.
Date: _____

APPROVED:
By: _____
MMSD (Authorized Signature)
Date: _____

APPROVED:
By: _____
DNR (Authorized Signature)
Date: _____

We Energies
500 S. 116th St.
West Allis, WI 53214-1000
www.we-energies.com

January 19, 2012

Larry Schluter
N70 W25176 Indian Grass Ln.
Sussex, WI 53089

Subject: Invoice for electric facility relocation work at 9733 W. Ryan Rd., Franklin

Dear Mr. Schluter:

Thank you for contacting us about your electric facility relocation request at the location listed above.

Please review the following cost information:

- The **cost for your electric facility relocation is: $9,188.44**. This amount is valid for 90 days from the date of this letter.
- Additional charges will apply if installation is needed from Dec.1 through March 31.
- The cost applies only to our electric facilities. If any other utilities need to be relocated, please contact the appropriate providers.
- Additional charges may apply if unusual or unforeseen conditions are encountered during the relocation.
- Any excavated area will be backfilled with existing soil at no cost to you. Surface restoration in the public right-of-way will be completed according to municipal guidelines. Additional restoration work you may have requested is included in your installation cost.
- If another quote is requested within 12 months, there may be a charge for preparing the new quote.

Your site is ready for service relocation when requirements one through four on the enclosed Ready for Service Card are met. Please sign and return the card when the site is ready, along with this letter, sketch and your payment in the envelope provided. Work will be scheduled when we receive these items and the municipal inspection (if applicable).

If you have questions, please call me. I look forward to working with you to make your project a success.

Sincerely,

Ken Franecki
Customer Service Technician
Phone #: (414) 944-5531
Fax #: (414) 423-5061

We Energies
500 S. 116th St.
West Allis, WI 53214-1000
www.we-energies.com

Jan 27, 2012

D F Tomasini
N70W25176 Indiangrass Ln.
Sussex, WI 53089

Subject: Invoice for natural gas facility work at W. Ryan Rd for Ryan Creek Sanitary Sewer Interceptor.

Dear T F Tomasini:

Thank you for contacting We Energies about your natural gas facility work request at the location listed above.

The cost to perform this work is $7,417.48, and was paid on 1/27/12. Additional charges will apply if installation is requested from Dec. 1 through March 31. If this letter is not signed and returned with payment and the site is not ready within 90 days from the date of this letter, this amount is subject to change. Additional charges may apply if we encounter unusual conditions, delays in your construction schedule or other changes that you request.

Please sign and return this letter, sketch (if enclosed) and your payment in the envelope provided. Your signature grants us permission to construct and maintain facilities. Work will be scheduled when we receive your signed document(s) and payment.

When finished, we will backfill with existing soil. Final grading is typically the responsibility of the customer, builder or landscaper, unless previously specified in our cost.

If you have questions, please call me. I look forward to working with you to make your project a success.

Sincerely,

Brandon Erts
Designer
Phone #: 414-944-5767
Fax #: 414-944-5512

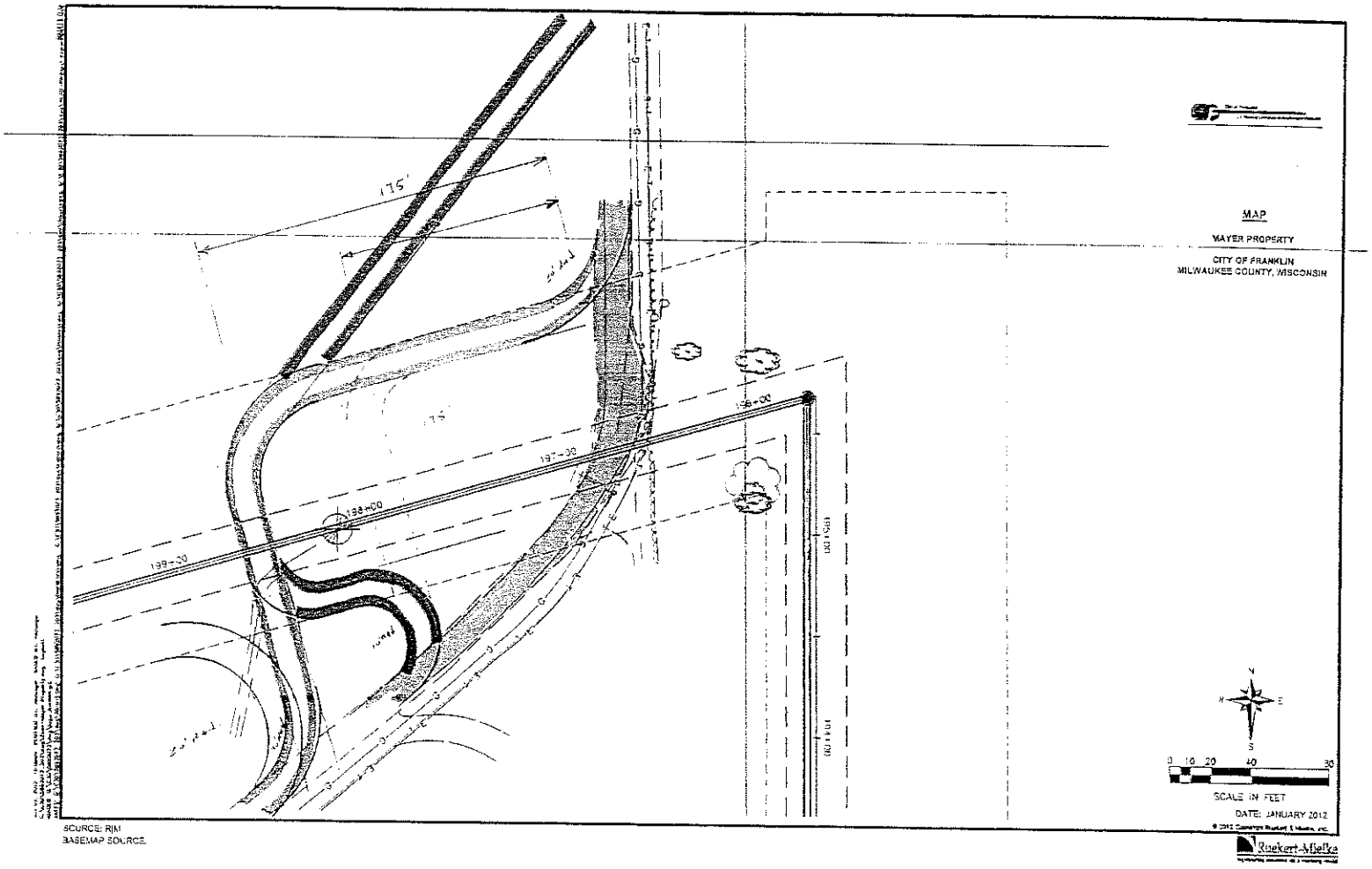
Accepted By: _____ Date: ____/____/____

Title: _____

Work Request #: 3219718

Enclosure

DFI



SOURCE: RIM
BASEMAP SOURCE

DF TOMASINI, INC.
CONTRACTORS
262 / 820-8300

N70 W25176 INDIAN GRASS LANE, SUSSEX, WI 53089
FAX 262 / 820-8400
dft@dftomasini.com

July 17th, 2012

Ruekert & Mielke
W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

Attn: Joseph Eberle, P.E. – Principal/Senior Project Manager

Re: Sensor Relocation – Mayer Property
Ryan Creek Sanitary Sewer Interceptor
92nd Street to 112th Street
Contract C02006-C03
Franklin, WI

The following is our invoice to relocate the driveway sensor on the Mayer property, per the easement agreement dated November 18th, 2011. The sensor had to be relocated four times during construction with one final time remaining.

TOTAL: 5 EA @ $1,000.00 = $5,000.00

If you have any questions please feel free to call me.

Sincerely,
D. F. TOMASINI CONTRACTORS, INC.

Larry Schluter
President

LS/rjh

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APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MTG. DATE 8/21/2012
Reports & Recommendations	SUBJECT: Remove or replace deteriorated concrete curb and gutter, a change order to S. 51st Street contract with Payne & Dolan in the amount of $17,476.	ITEM NO. G.12.

BACKGROUND

In the past several years, the Public Works and Engineering Departments have received concerns from residents in areas where extensive amounts of curb and gutter are deteriorating. Most of this is occurring in subdivisions in the 20-30 year old range. In many cases the roads are not ready for replacement/resurfacing.

ANALYSIS

To quantify the amount of curb and gutter that is deteriorated, the entire City was driven by raters from the Department of Public Works. It was determined that 4,445 lineal feet is deteriorated and in need of repair. The amount of crew time and material (concrete) required exceeds the anticipated annual efforts budgeted by the DPW. The question then is "how does this type of repair get performed?" Since curb and gutter are an integral part of a road, funding is suggested to come from the annual street program. It is further suggested that fund balance be used for this year.

A "pilot" area which has the densest, most severe deterioration has been identified. The area is bounded by W. Drexel Avenue to the north, Forest Hill Avenue to the south, S. 76th Street to the east and S. 88th Street to the west. Roads in this area are presently not in need of immediate road repair. A significant amount of curb and gutter (514 lineal feet) is, however, in need of repair now.

FISCAL NOTE

The active S. 51st Street rehabilitation project contractor, Payne & Dolan submitted a bid price of $34.00/LF to remove and replace curb and gutter. This competitive price could be used for a contract change order for performing the 514 lineal feet. The resulting cost being $17,476.

To achieve repair of the remaining 3,931 lineal feet staff recommends that approximately 1000 lineal feet of repair be included in the next several year road program as a bid item.

The Board of Public Works at their meeting of August 14th recommended the replacement of deteriorated curb and gutter with the proposed financial approach.

OPTIONS

Approve a change order in the amount of $17,476 for removal and replacement of 514 lineal feet of deteriorated curb and gutter.

or

Table this decision.

RECOMMENDATION

Motion to authorize staff to sign a change order to S. 51st Street contract with Payne & Dolan Inc. for removing and replacing concrete curb and gutter in the amount of $17,476.

RJR/sr

ca\Curb & gutter – change order to S 51st Street contract 2012

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
Slw		8/15/12
Reports & Recommendations	**SUBJECT:** A resolution authorizing officials to execute an Engineering Service Agreement with Graef to provide Stormwater Management Review.	**ITEM NO.** G.13.

BACKGROUND

Pursuant to Common Council's authorization to select a consultant to provide Stormwater Management Review, staff has received Statements of Interest and Qualifications from seven (7) consultants; these were short listed to three (3) consultants for interviews. As a result of the interviews staff has selected Graef as the firm to provide Stormwater Management Review services.

ANALYSIS

Statement of Interest and Qualifications indicated three (3) front runners with the most expertise and municipal background to perform. Upon the Mayor's authorization a five (5) person panel of interviewers made up of a representative from the MMSD and DNR and the City Planner and City Engineer and Assistant City Engineer. The composite rating of the panel lead to a selection of Graef over Ruekert and Mielke and Stantec (formerly Bonnestroo) as the incumbent. This selection was quality based, that being based on knowledge, necessary expertise, apparent desire to provide and presentation.

OPTIONS

Adopt resolution

or

Table decision

FISCAL NOTE

Fees were negotiated and made part of an agreement. Negotiation considered previous consultant charge out rate and quality of review to be provided. Anticipated expertise should enhance the timeliness and accuracy of review. A consumer price index application was also incorporated into the agreement.

RECOMMENDATION

Motion to adopt Resolution No. 2012- _____, a resolution authorizing officials to execute an Engineering Service Agreement with Graef to provide Stormwater Management Review. Agreement is subject to the review and approval of the City Attorney.

RJR/db

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2012 - _____

A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE
AN ENGINEERING SERVICE AGREEMENT WITH GRAEF
TO PROVIDE STORMWATER MANAGEMENT REVIEW

WHEREAS, from time to time it is in the best interest of the City to evaluate service providers; and

WHEREAS, the review of Stormwater Management Plans has been performed by one firm for a number of years; and

WHEREAS, staff was authorized by the Common Council to advertise for, evaluate, interview and recommend a consultant to review Stormwater Management Plans; and

WHEREAS, the City has utilized the quality selection process to select a consultant engineer to perform storm water review; and

WHEREAS, the Mayor has designated a five person selection committee of a representative of DNR, MMSD, the City Planner, City Engineer and Assistant City Engineer; and

WHEREAS, staff has advertised in the local newspaper and the Daily Reporter for interest and qualification for said reviews; and

WHEREAS, seven (7) consultant engineering firms submitted proposals and City staff, after reviewing the qualifications, short listed to three (3) firms for interviews; and

WHEREAS, the selection committee, after interviewing the three firms, rated the firm of Graef as the most qualified firm to perform Stormwater Management Plan reviews; and

WHEREAS, City staff has negotiated a scope of service and competitive charge out rates; and

WHEREAS, compensation for these engineering services are charged to developers for the review of their plans and from funds available in the Engineering budget for City project reviews; and.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized to execute an agreement whereby Graef shall provide engineering services to review Stormwater Management Plan for fees as established in the agreement. This agreement being subject to review and approval of City Attorney.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2012 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2012.

APPROVED:

_____
Thomas M. Taylor, Mayor

ATTEST:

_____
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RJR/db

One Honey Creek Corporate Center
125 South 84th Street, Suite 401
Milwaukee, WI 53214-1470
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

GRāEF

collaborāte / formulāte / innovāte

August 15, 2012

RECEIVED
AUG 16 2012
City of Franklin
Engineering Department

Mr. John M. Bennett, P.E.
City Engineer/Director of Public Works
City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

Subject: Stormwater Management Plan Evaluation and Upgrade
Professional Services

Dear Mr. Bennett:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to the City of Franklin (Client). This proposal is for professional services for stormwater management plan evaluation. An executed copy of this proposal will become our Agreement. This proposal is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to maintain and upgrade its stormwater management plan and to evaluate stormwater management plans for approval.

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

- Maintain and upgrade the City's stormwater management plan.
- Evaluate applicant's stormwater management plans for approval.
- Evaluate applicant's Management Maintenance Agreements for approval.
- Evaluate applicant's wetland planting plans for approval.
- Coordinate with the City in the review process for each development.
- Maintain a cooperative working relationship with the applicant's consultants.
- Evaluate, design, and inspect specific City stormwater related projects at the City's directive.
- Attendance at meetings and site visits as directed by the City.

For all Basic Services detailed above, Client agrees to compensate GRAEF on an hourly rate of personnel assigned plus reimbursable expenses such as mileage. The hourly

rates shall be increased annually beginning January 1st based on the Consumer Price Index.

Staff	2012 Hourly Rates
Jayme Sisel, P.E. Stormwater Reviewer	$99.00
Ron Londre Environmental Reviewer	$95.00
Mathew Bednarski, P.E. Lead Stormwater Reviewer/Project Manager	$129.00
Michael Paulos, P.E. Principal in Charge	$139.00

GRAEF will endeavor to perform the proposed Basic Services on an as-needed basis.

To accept this proposal, please sign and date both of the enclosed copies and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project.

Graef-USA Inc. looks forward to providing services to the City of Franklin.

Sincerely,

Graef-USA Inc.

Michael N. Paulos, P.E.
Principal

Mathew J. Bednarski, P.E.
Project Manager

Accepted by: City of Franklin

_____
(Signature)

_____
(Name Printed)

_____
(Title)

Date :_____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/21/12
REPORTS & RECOMMENDATIONS	Quarry Monitoring Proposals: Recommendation from Work Group on Consultant Selection and Staff Recommendations For Contract Development	ITEM NUMBER G.14.

This item was laid over from the meeting of 8/7/12. Discussion indicated it was laid over so that alternative strategies and scenarios for monitoring services could be prepared that more closely align the monitoring services with the budgeted level of available funding.

Staff is continuing to work on the analysis and scenarios requested. A summary table of the analysis and brief presentation as to the conclusions and recommendations will be provided at the meeting. The main body of the Council action sheet from 8/7/12 is replicated below for your convenience.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/7/12
REPORTS & RECOMMENDATIONS	Quarry Monitoring Proposals: Recommendation from Work Group on Consultant Selection and Staff Recommendations For Contract Development	ITEM NUMBER G.6.

1. Quarry Monitoring Services RFP Proposal Review and Consultant Recommendation: Attached please find a memo relaying the recommendation of the staff work group that evaluated the consultants who submitted proposals for quarry monitoring services. In summary, the work group unanimously recognized Stantec as the consultant best suited to provide quarry monitoring services, but also recommends that SCS BT Squared is competent and capable of performing quarry monitoring should a satisfactory contract not be worked out with Stantec.

2. Recommendations for Contract Development: As evident in the attached memo, although two qualified contractors were identified, both submitted project costs that significantly exceeded the appropriated resources: $159,000 and $91,807 versus approximately $42,000. It is important to note that staff anticipated the possibility of proposed costs exceeding the budget when drafting the RFP, since the RFP included a significantly enhanced level of monitoring relative to blasting, air quality, and site visits. As such, the RFP specifically requested that any consultant responding to the RFP provide detailed cost information and also identify cost-saving measures which the consultant believed would be reasonable in light of the services being requested by the City. The City, therefore, is now in a much better position to identify the breadth of services that could be performed for the budgeted amount or, conversely, to identify the potential cost of a revised scope of services.

In the interviews, both consultants indicated that they would still be interested in participating if the scope of services needed to be reduced to levels that aligned with appropriated resources. Both also provided additional suggestions for ways to reduce costs.

In order to move forward staff needs further guidance or direction. **Staff recommends a motion to direct staff to attempt to negotiate a revised scope of services with Stantec, and, absent success, with SCSBT Squared, unless the Common Council is prepared to commit significantly more resources to contract for the enhanced service levels initially identified in the RFP.** If so directed, staff would evaluate the cost saving recommendations and cost components of the various services and attempt to negotiate a contract with the best balance between cost and an appropriate scope of services. To aid in this process staff would appreciate any input on the Common Council members' opinion as to what elements of the proposed monitoring are of most and least importance to the Common Council and to the potential use of City staff to defer contracted costs.

COUNCIL ACTION REQUESTED

a) Provide staff with direction and guidance as to the intended scope of monitoring services, **and**
b) Direct staff to attempt to negotiate and prepare a contract reflecting a revised scope of services with Stantec, and, absent success, with SCSBT Squared.

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APPROVAL SLW	REQUEST FOR COUNCIL ACTION	MTG. DATE 8/21/12
Reports & Recommendations	**SUBJECT:** Resolution awarding a five (5) year contract for refuse collection, disposal and recycling to Johns Disposal Service, Inc.	**ITEM NO.** G.15

BACKGROUND

The existing three-year contract with Johns Disposal Service, Inc. (John's) will expire December 31, 2012 and it will be necessary to take action to provide for refuse collection, disposal and recycling after the first of the year.

At the May 15, 2012 Common Council meeting, the Common Council directed staff to negotiate a contract with John's for services with the use of carts for recycling. In a letter of May 8, 2012, John's submitted an increase cost of 30 cents per month or $3.60 per year per household. Also, if the City accepts the cart program, there would be no rate increase for 2013 for all the other services including garbage collection and waste. If carts were not accepted, the rate increase for a 3 year contract would be 3 percent, and for a five year contract, a rate increase of 2 percent per year. As the charge is $104.00, the increase for a three year contract would be 3 percent per year and at the rate of $104.00 per year would be an increase of $3.12 per year; therefore, the carts would net out at 48 cents per year per household.

ANALYSIS

The concerns at the August 7, 2012 Common Council meeting were as follows:

Change the method such that residents that want 48 gallon container will receive these containers.

Solution:

Put a flier in October newsletter such that residents can request an initial 48 gallon container. John's has agreed to this and it is included in the contract.

Condominiums with dumpsters should be able to opt out of service by John's.

Solution:

John's has agreed to allow existing condos with dumpsters to opt out of the contract. City would send letters to the presidents of condo associations that have dumpsters asking if they would like to opt out of City pickup and if they opt out, they would not be charged a fee on taxes. This has been included in the contract that they would have to opt out by November 1, 2012. Also, a provision has been added that after the initial period, they could opt back into the contract.

John's has provided 48 and 96 gallon carts that have been placed in the City Hall, Library, Fire Station No. 1, both Pick 'n Save stores and Sendik's store.

See attached draft of the contract with the track changes from the last meeting.

OPTIONS

Approve
or
Table

FISCAL NOTE

Funding for 2013 budget – $3.60 added to the $104.00 charge.

RECOMMENDATION

Motion to adopt Resolution 2012 - _____ a resolution awarding a five (5) year contract for refuse collection, disposal and recycling to Johns Disposal Service, Inc.

JMB/sg
Encl.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2012 - _____

A RESOLUTION AWARDING A FIVE YEAR CONTRACT FOR
REFUSE COLLECTION, DISPOSAL AND RECYCLING
TO
JOHNS DISPOSAL SERVICE, INC

WHEREAS, Johns Disposal Service, Inc. has provided refuse collection, disposal and recycling to the residents of the City of Franklin for the last three years, with the present contract expiring December 31, 2012; and

WHEREAS, Johns Disposal Service, Inc. has proposed a renewal of the existing contract including the purchase of carts for recycling during the five year contract duration as provided in the contract; and

WHEREAS, Johns Disposal Service, Inc. is a qualified contractor to provide for the collection, disposal and recycling of refuse; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that Johns Disposal Service, Inc. be awarded the contract for refuse collection, disposal and recycling in accordance with the contract conditions.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2012 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2012.

APPROVED:

_____
Thomas M. Taylor, Mayor

ATTEST:

_____
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

JMB/db

OFFICE OF THE CITY CLERK
9229 WEST LOOMIS ROAD
FRANKLIN, WISCONSIN 53132

GENERAL CONTRACT PROVISIONS

AND SPECIFICATIONS FOR

REFUSE COLLECTION, DISPOSAL AND RECYCLING

FOR THE

CITY OF FRANKLIN

January 1, 2013 to December 31, 2017

JULY 2012

CITY OF FRANKLIN
CONTRACT

THIS CONTRACT made this _____ day of _____, 2012, by and between _____, hereinafter called the "Contractor" and the City of Franklin, Wisconsin, hereinafter called the "City".

WITNESSETH that the Contractor and the City, for the consideration stated herein, agree as follows:

I. COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or hereto attached:

Definitions
General Contract Provisions
Specifications
This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

This contract is intended to conform in all parts to applicable statutes of the State of Wisconsin, and if any other part or provisions of the contract conflicts therewith, the said statute shall govern.

II. DEFINITIONS

The following terms as used in these contract documents are respectively as follows:

PROJECT – The entire area proposed by the City to be serviced in whole or in part pursuant to the contract within.

CITY – (Also OWNER) The contracting party initiating the project as set forth in the contract acting through its authorized representatives in accordance with specific duties delegated to such representatives.

CONDOMINIUMS – Includes the residential units in condominium associations within the City which are receiving service under the City refuse collection, disposal and recycling contract in July 2012, as set forth upon the list of same maintained in the Office of the City Engineer. Each condominium association may select to have garbage collected weekly in regular garbage cans or in dumpsters. Recycling will be collected on an every other week basis. Each association may select that each unit in the association will use 18 gallon bins, 48 or 96-gallon carts or dumpsters. Dumpsters are not provided by the City in this Contract. Each association must rent or own the dumpsters. Condominiums that place their refuse in dumpsters can opt-out of City collection if they notify the City in writing prior to November 1, 2012. Also, in the future, condominiums can opt-in for each calendar year if notice is received by November 1st.

CONTRACTOR – The person, persons, firm or corporation to whom the written contract is awarded by the City and who is subject to the terms of said contract. Also, the agents, employees, workmen or assignees of said Contractor.

SUBCONTRACTOR – A person, firm or corporation other than the Contractor, supplying labor and materials or labor only, on the work site of the project.

WORK – All work including materials, labor, supervision and use of tools necessary to complete the project in full compliance with the terms of the contract.

ENGINEER – City Engineer and/or members of the Engineering staff appointed by the City.

SURETY – The person, firm or corporation that has executed, as surety, the Contractor's Performance Bond, securing the performance of the written contract.

SMALL AMOUNTS – A measure or quantity of solid waste equal in volume to one bushel or less and weighing less than 80 pounds per pickup.

SINGLE-FAMILY RESIDENCE – Any single-family home, including trailers and mobile homes wherein one family resides.

MULTI-FAMILY RESIDENCE – Includes condominiums and 3 and 4 family apartments.

TWO-FAMILY RESIDENCE – Any residential structure housing two families in separate living units.

III. SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all labor and materials, necessary tools, equipment and all utility and transportation services required for the weekly collection of all rubbish, garbage, trash, brush and leaves from residences in the City of Franklin, Wisconsin, the disposal thereof and the recycling activities as specified per this contract for a period of three (3) years all in accordance with their specifications. **THE CONTRACTOR SHALL BE REQUIRED, AS PART OF THIS CONTRACT, TO DISPOSE OF ALL NON-RECYCLABLE RUBBISH, GARBAGE AND TRASH (SOLID WASTE) AT THE METRO LANDFILL LOCATED AT 10712 SOUTH 124TH STREET.** Any groundwater fees and any other fees or taxes required by law to be paid by the City upon tipping or disposal of any materials which are the subject of this contract for payment to the government or governmental agency imposing same shall be paid by the contractor and such amounts shall be included in the contract unit and any other prices set forth in this contract. Notwithstanding the foregoing or anything to the contrary set forth in this Contract, in the event that there no longer is an Active Fill Area within which to dispose of solid waste at the Metro landfill, and/or existing terms of the Final Negotiated Agreement between the operator of the Metro landfill and the City providing for the reimbursement to the City of all tipping fees (site operator and State of Wisconsin imposed) have expired and are not forthwith resumed upon such reimbursement terms of a new agreement as may be approved by the City with the operator of the Metro landfill, City and Contractor agree to negotiate in good faith upon the impact of any site operator and State of Wisconsin (State groundwater and environmental fees, taxes and the like payable upon tipping) imposed tipping fees upon the parties' respective obligations under this Contract. In the event the City and Contractor are unable to negotiate such impact within 30 days after the date of personal service of written notice from either party requesting such negotiation, either party may terminate this Contract by providing 60 days notice to the other party and this Contract shall expire upon the expiration of 60 days following personal service of such termination notice.

NOTE: FOR ITEM IV THE CONTRACTOR WILL BE REIMBURSED FOR THE DISPOSAL TIPPAGE FEES AND SAID FEE SHALL NOT BE INCLUDED IN THE RATES.

IV. THE CONTRACT PRICE – WEEKLY REFUSE COLLECTION

The City shall pay the Contractor for the performance of this contract, in current funds, at the following prices: **(Note: The contractor shall be paid at the contracted cost that should not include the tipping fee, including ground water and other fees. The contractor will be paid on a monthly basis the actual fees paid to dispose of the refuse at Metro Landfill.)**

1. FIVE (5) YEAR CONTRACT

A. SINGLE-FAMILY, TWO-FAMILY AND MULTI-FAMILY UNITS

January 1, 2013 – December 31, 2013
Estimated 11,080 residences @ $ 57.33
Per residence per year = Total $ 635,216.40

B. CONTAINERS AT CITY-OWNED BUILDINGS

January 1, 2013 – Life of Contract
This work shall include the furnishing and weekly emptying of suitable containers at the following City-owned buildings:

Franklin City Hall – 9229 W. Loomis Rd.
Franklin Dept. of Public Works – 7979 W. Ryan Rd.

Sewer & Water Building – 5550 W. Airways Ave.
Fire Station #1 – 8901 W. Drexel Ave.
Fire Station #2 – 9911 S. 60th St.
Fire Station #3 – 4755 W. Drexel Ave.
10 – 90 gallon totes for use at the Public Works Facility, 7979 W. Ryan Rd. (not required to be emptied)
Police Facility Building – 9455 W. Loomis Rd.
Library – 9151 W. Loomis Rd.
Ken Windl Park - 11615 W. Rawson Ave.

Payment for this item shall be included in the cost of items A through I above and no extra payment will be made for this work. The size and number of containers shall be determined by the City Engineer.

The Contractor shall furnish the City a memo, with initial bid and yearly thereafter at the beginning of the year, detailing the cost for all items contained in IV-S to be used by the City for internal account purposes and adjust to contract for change.

C. **LEGEND PARK & LION'S PAVILION 8050 S. LEGEND DRIVE AND VERN BARG PAVILION 8717 W. DREXEL AVENUE**

The Contractor shall provide twice a week pickup from May 1 to October 1 for the City's Legend Park. Trash in the park area will be in one or more 6 yard containers furnished by the Contractor. Pick up for these park containers shall be by Monday, noon and Thursday, noon. An additional two (2) containers of 30 yard capacity each shall be furnished by the July 4th picnic. Payment for this item shall be included in the cost of items A through I above and no extra payment will be made for this work.

ST. MARTIN'S LABOR DAY FAIR

The Contractor shall provide eight (8) 30 yard roll-off containers for use during the St. Martins Labor Day Fair. Delivery shall be no later than 12:00 noon on the Friday preceding. Also, the Contractor shall provide one empty refuse packer truck and driver shall be at the fair site at 7:00 a.m. the Tuesday after the fair, to assist the Franklin Department of Public Works in cleanup after the fair. This cleanup will be for the entire day, the Tuesday after the fair.

Payment for these items shall be included in the cost of items A through I above and no extra payment will be made for this work.

The Contractor shall furnish the City a memo, with initial bid and yearly thereafter at the beginning of the year, detailing the cost for all items contained in IV-T to be used by the City for internal account purposes and adjust to contract for change.

D. **PROSECUTION OF CONTRACT**

The Contractor agrees to commence work under this contract on January 1, 2013. The foregoing quantities of items are approximate only and payment will be made only on the actual quantities of work completed, measured on the basis defined in the Contract Specifications and at unit prices as stated previously.
Special pick-ups may be requested by customers and picked-up by the Contractor with the Contractor charging pre-arranged compensation by the customer for said service.

V. SPECIFICATIONS

A. PURPOSE

The purpose of this contract is to effect the removal of all garbage, trash, refuse, rubbish, and other disposal items (solid waste) from the residences (single-four family) and City-owned buildings in the City of Franklin and to dispose of same. Included therein, but not limited by, is the below list of items:

1. Bagged, tied or sealed garbage.
2. Small appliances (toasters, coffee makers, etc.).

3. Small furniture (3' x 5' or smaller).
4. Small amounts of stone, rubble, earth, and sod – in containers.
5. Small auto parts if in containers (mufflers, etc.) other than within cardboard boxes.
6. Minor construction debris – limit one 32-gallon container or equivalent.
7. Non-recyclable plastic and foam materials.

The following items need not be picked up:

1. Large amounts of stone, concrete, rubble, earth or sod.
2. Large furniture.
3. Containers over 40~~32~~ gallons and/or over 80 pounds.
4. Large appliances (washers, dryers, etc.).
5. Construction debris except as noted in #6 above.
6. Large auto parts (engine blocks, heads, fenders).
7. Toxic or hazardous waste.
8. Motor oil.
9. Grass clippings.
10. Brush & leaves.
11. All recyclable materials.
12. Automobile Batteries
13. Tires
14. Electronics including TV's, computers, DVD players, etc.

B. MIXED REFUSE

The Contractor has the right to refuse to pick up refuse if it contains recyclable material. In such cases the contractor shall notify the generator by affixing a notice to the material container and shall notify the City of Franklin on a monthly basis of the addresses involved.

C. CONTAINERS

All refuse placed in containers of not more than 40~~32~~ gallons capacity shall be picked up. No containers weighing more than 80 pounds need be picked up. Containers shall have tapered sides for easy removal. Large cardboard-type containers are not acceptable. Contractor shall instruct employees to return all containers to point on the edge of the drive in a uniform set-back from the pavement in an orderly manner and in an upright condition with cover placed on top. All containers shall be returned to the cart if carts are provided by the residents. Bidders are alerted that more than one type of container may already be owned by various condominium associations and the Contractor will be responsible for emptying the containers presently in use regardless of type. Some condominiums may choose to have individual unit containers (garbage cans).

D. TIME AND LOCATION OF PICKUP

The aforementioned refuse shall be removed by the Contractor at regular intervals by calling at each place of residence once a week. All pickups shall be on a regularly scheduled basis with each unit being served on the same day of each week and approximately the same time of day unless adjustments in the schedule are approved by the City Engineer or his authorized representative. All pickups shall be between the hours of 7:00 a.m. and 6:00 p.m. All refuse shall be picked up at the driveway entrance within five (5) feet of the curb line or edge of street or road. The contractor shall make every effort possible to provide collection in inclement weather. If for safety purposes collection is canceled, immediate notice shall be emailed to the elected officials, DPW secretary, Director of Public Works and the news media. If collection is canceled the pick-ups that were canceled shall be the very first collected the following business day.

E. MAP

Within thirty (30) days of the award of the contract, the successful bidder shall provide the City with a route schedule map complete with days of pickup clearly marked. No change in this map will be permitted without written City approval.

F. COMPLAINTS

Complaints on pickups shall be handled as follows:

The Contractor shall handle all complaints for missed pick-up on the day the complaints are received as long as the pick-up is still in process. If the pick-up for the day has been completed the missed pick-up shall be handled at the beginning of the next work day.

The Contractor shall provide the City staff a contact telephone number or numbers of a foreman, superintendent or other satisfactory representative that has authority to order the crew to go back for a missed pick-up. Said contact person shall be available Monday through Saturday to respond to missed pick-ups (Note: Saturdays if pick-up extends into Sunday).

City staff will call in missed pick-ups as they are received Monday through Saturday. The Contractor may be called directly by the customer and, if so, the Contractor shall keep a log of the date and time of the complaint and how the complaint was resolved. On a weekly basis the log shall be transmitted to the City. During all times of trash and recyclables collection, there shall be a satisfactory contractor representative readily available to answer calls directly from a customer or the City.

It is expected as part of this contract that complaints, determined by City staff to require action and thus received by the Contractor, will be handled on the day the complaint is called in if called in prior to the Contractors completion of the days pick-up or if after the completion of the days pick-up, picked up the following day. The Contractor will be charged $50.00 each day for each missed pick-up (an individual address constitutes a missed pick-up and possibly fine) if not handled within the prescribed time period.

G. BASIS FOR PAYMENT

1. **Single, Two-Family and Multi-Family Units(Condominiums & 3 and 4 Family Apts)**
   Single, two-family and multi-family residential payments shall be made on the basis of a unit cost per residence, the number of residences to be determined by the number of residences as of January 1, 2013, and adjusted at six month intervals according to the number of occupancy permits issued by the City.

2. **Combined Commercial & Residential Units**
   In instances where there is a single family residence in combination with a commercial or business establishment, pickup from the residence shall be limited to not more than the equivalent of three 32 gallon garbage cans per week. For needs exceeding that noted above, arrangements are to be made with the individual concerned for private disposal service.

3. **Reimbursement for Disposal Tippage Fees and Ground Water Fees**
   Reimbursement for rubbish, solid waste disposal tippage fees shall be made to the contractor on a monthly basis according to the following formula:

   Reimbursement for solid waste tippage fees shall be made by the City to the Contractor on a monthly basis, based upon the actual amount paid by the Contractor to the Metro Landfill, or to such other landfill as may be permitted following any negotiated agreement therefore as set forth under Article III. above, for tipping fees.

VI. BRUSH AND LEAF PICK-UP

The Contractor shall indicate below the cost to provide three (3) times a year brush and leaf pick-up and disposal.

All brush shall be cut into five-foot maximum lengths and placed in neat, orderly piles at the curb or edge of road. The collection shall be limited to five cubic yards per residence per pick-up. No branches or logs over six inches in diameter need be collected.

The leaves shall be placed in plastic bags and placed at the curb or edge or road. There shall be no limit on the amount of leaves bagged for pick-up. Brush and leaf collection sequence shall follow the daily garbage collection routes.

The anticipated collection times for the brush and leaf pick-ups are once in the spring and twice in the fall. The specific week of each pick-up will be determined by the City Engineer.

The Contractor shall provide, at its own expense, a suitable disposal site(s) for the brush and leaves collected. All sites shall comply with all local, state and federal laws, rules, ordinances, regulations and orders.

The Contractor shall call Public Works with addresses where brush pile or leaves will not be picked up due to non-compliance, and the specific reason for non-compliance.

FIVE (5) YEAR CONTRACT

SINGLE-FAMILY, TWO-FAMILY AND MULTI-FAMILY UNITS

a. Single-Family and Two-Family
January 1, 2013 – December 31, 2013
Estimated 8,987 residences @ $ 4.96
Per residence for year = Total $ 44,575.52

b. Multi-Family (Condominiums)
January 1, 2013 – December 31, 2013
Estimated 2,093 residences @ $ 3.31
Per residence per year = Total $ 6,927.83

Total a and b = $ 51,503.35

VII. RESIDENTIAL CURBSIDE RECYCLING AND PROCESSING

A. In addition to the collection and disposal of household refuse, the Contractor shall collect at curbside and provide the processing for the following recyclable materials:

1. Clear, brown and green glass
2. Tin cans
3. Newspaper and mixed residential paper
4. Aluminum
5. Plastic containers #'s 1--7
6. Magazines
7. Cardboard

B. Recyclables will be placed at curbside in 48 or 96-gallon plastic carts as determined by the City of Franklin. All material must be contained in the cart. The Contractor shall initially provide each residential unit with one cart for recycling and pick-up and return to the City~~cycle~~ the 18 gallon bins that are placed out on the curb for recycling. The City shall provide a form for each resident in the October 2012 Newsletter where they can select the 48 gallon cart. A 96 gallon cart will be delivered to all homes that did not select the 48 gallon cart. After 30 days of use the carts can be exchanged for either a smaller or larger cart.~~If the property owner requests, the 96-gallon plastic cart will be replaced by a 48 gallon plastic cart.~~ The Contractor will deliver the carts to new units after notification of occupancy by the City. All carts are the property of the homeowner for the duration of this agreement and must stay with the home. At the end of the agreement the Contractor will take ownership of the carts and remove each cart from the resident's property. The homeowner is responsible for keeping the carts clean. The homeowner is responsible for damage, other than normal wear, such as melting from fire or hot ashes, cuts from a saw, or other avoidable damage. In the event the homeowner is responsible for a lost or damaged cart(s), the replacement cost of $60 for the 48/96 cart will be billed directly to the homeowner by the Contractor. The Contractor is responsible for normal wear to the cart, wheels or lid and will repair or replace the cart in a timely manner after the homeowner informs the Contractor of the problem. The Contractor is responsible for damage caused from snow plows or passing vehicles. The carts

shall be placed upon the driveway entrance within five (5) feet of the curb line or edge of street or road.

C. Additions and Deletions: The City of Franklin reserves the right to add or delete recyclable items in accordance with state and federal law and to add or delete them from the collection service provided under this contract. No additional payment shall be made for said additions or deletions. Written notice shall be provided to the contractor of such additions or deletions and to the service recipients by the City of Franklin.

D. Upon collection, all recyclables will become the property of the Contractor and all revenues received from the proper sale and processing of said recyclables shall be retained by the Contractor. No recyclables shall be disposed of in a landfill or similar disposal site or in any illegal manner.

FIVE (5) YEAR CONTRACT

SINGLE-FAMILY, TWO-FAMILY AND MULTI-FAMILY UNITS
January 1, 2013 – December 31, 2013
Estimated 11,080 residences @ $30.60
Per residence for year = Total $339,048.00

VIII. COLLECTION OF BIOHAZARD CONTAINERS

"Contractor shall provide for collection and disposal of biohazards on a monthly basis by the pick-up of biohazard containers from the Franklin Health Department and the Police Department on a quarterly basis and transporting such containers to a DNR approved Destination Facility. Contractor shall provide for Franklin Health Department and Police Department a Certificate of Destruction, as required by the DNR, for each pick-up. One 7-cubic-foot containers will be available for a monthly pick-up with dates of those pick-ups agreed upon by Franklin Health Department staff and the transporter and one 7-cubic foot container will be available for a quarterly pick-up with dates of these pick-ups agreed upon by the Police Department staff and the transporter. The biohazard container may not be completely full at the time of the pick-up."

FIVE (5) YEAR CONTRACT 2013 THROUGH 2017

Yearly cost for pick-up and disposal of each biohazard container:
16 containers per year @ $ 120 = $ 1,920

IX. RECYCLING DROP-OFF CENTER

Contractor shall furnish the following roll-off containers for placement at the City of Franklin Department of Public Works yard, 7979 W. Ryan Road, for the duration of the contract (or such alternate site within the City of Franklin as determined by the City):

SIX – 6 CUBIC YARD CONTAINERS WITH LIDS FOR SINGLE STREAM RECYCLING
Contractor shall empty as needed up to 3 times per week.
*ONE – 44 CUBIC YARD OPEN TOP CONTAINER FOR SCRAP STEEL
*Please Note: Contractor shall empty scrap steel at City determined location with proceeds going to the City.

The Contractor shall, as necessary, empty the containers listed above on a regular basis to avoid overflow and market the recyclable materials. The proceeds shall be retained by the Contractor except as noted for scrap steel. Materials are to be recycled and may not be disposed of in a landfill or in any other illegal manner. If City reduces or closes the recycling center the costs shall be pro-rated to actual number of units.

COST TO EMPTY CONTAINERS NOTED ABOVE:
Yearly costs to empty containers noted above and dispose of recyclables:

FIVE (5) YEAR CONTRACT 2013 THROUGH 2017
January 1, 2013 – December 31, 20134 – 30 cubic yard scrap containers per year @ $ 140 = $ 560
SIX (6) cubic yard recycling containers per year @ $1,952 = $11,712

Total Containers: $12,272

X. REPORTING REQUIREMENTS

The Contractor is required to maintain records and report in writing to the City of Franklin at least semi-annually (July 15 for current year and January 15 for previous year). Reports shall include: the amount of recyclables collected and transported from the municipality (in tons); the amount of recyclables processed and/or marketed by item type from the municipality; gross revenues received by the Contractor from its sales of recyclables collected under the agreement by item type; and the final disposal location of recyclable material. The determination of these various volumes and/or weights of recyclable materials may be done using the State of Wisconsin Department of Natural Resources "Guidance for Determining Weights and/or Volumes of Recyclable Materials". Draft Revision 6 or as revised. Failure to report shall be cause for the municipality to revoke any license or terminate any contract with the Contractor. The City shall have the right to inspect all records of Contractor pertaining to required report subject to and including records from any disposal site or processing facility operator utilized by the Contractor.

The City of Franklin reserves the right to accept or reject any or all bids, options, proposals or portions thereof as may be deemed to be in the best interest of and most advantageous to the City of Franklin.

XI. SUMMARY OF COSTS AND ANNUAL RATE ADJUSTMENTS:

Total of all costs for the first year of the five (5) year contract:

1.	Weekly refuse collection IV	$ 635,216.40
2.	Brush and leaf pick-up VI, A and B	$ 51,503.35
3.	Recycling collection and disposal VII	$ 339,048.00
4.	Biohazard collection VIII	$ 1,920.00
5.	Recycling drop-off containers IX	$ 12,272.00
	First year total	$ 1,039,959.75

The rates for all services to be provided under this Contract as set forth in Paragraphs, IV, VI, VII, VIII, and IX above, shall be adjusted annually for the years 2014 through 2017, by an increase in the Bureau of Labor Statistics – Consumer Price Index – All Urban Consumers, not seasonally adjusted, US City average, all items with base period 1982-84=100. Contractor may request a specified rate increase for the next calendar year due to increased labor and/or fuel costs, to apply in addition to any increase in the Consumer Price Index, provided such request is made in writing and delivered to the office of the City Engineer on or before July 1 of the year immediately preceding the calendar year for which the potential further rate increase is requested. The Common Council may accept such proposal in writing delivered to the Contractor on or before September 1; in the alternative, following the receipt of such a rate increase request from the Contractor, the Common Council may determine to request proposals for such services for the next calendar year from all or other or another vendor(s) and upon award thereof, this Contract shall terminate upon the December 31 immediately thereafter.

XII. CONTRACT SECURITY

The Contractor shall furnish a surety bond or bonds in the amount equal to 25% value of the base contract excluding the bid amount for brush and leaf pickup A, B, and C for the period January 1, 2013 to December 31, 2013, as security for the faithful performance of the contract and for payment for all persons performing labor and furnishing material in connection with this contract. This bond shall be renewed on a yearly basis in amounts equal to the base contract value for the year of renewal.

XIV. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this subsection and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been approved.

Workmen's Compensation Insurance

The Contractor shall take out and maintain during the life of this contract and before any work is commenced, Workmen's Compensation Insurance for all of his employees employed on the project, and in case any work is sublet, the contractor shall require the sub-contractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In any case any class of employees engaged in work under this contract at the site of the project is not protected under the Worker's Compensation Statute; the Contractor shall provide Employer's Liability Insurance for the protection of his employees not protected by the Worker's Compensation Statute.

Public Liability and Property Damage Insurance

The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him, any sub-contractor and the City during the performance of work covered by this contract, from claims for damages for personal injury, including accidental death as well as claims for property damages which may arise from operation under this contract, whether such operations be by itself or by any sub-contractor or by anyone directly or indirectly employed by either of them in such manner as to impose liability on the City and the amounts of such insurance shall be as required by law and set forth herein.

If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Contractor or it's sub-contractors or employees, in their performance of the contract or from its or their failure to comply with any of the provisions of this contract or of law, the Contractor 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 subject or which it may suffer or incur by reason thereof.

In addition to, and not to the exclusion or prejudice of, any provisions of this contract or documents incorporated herein by reference, the Contractor 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, attorneys' fees and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in the course of, out of, or as a result of the negligent performance of the contract or the violation of any law or ordinance, the infringement of any patent, trademark trade name or copyright.

The Contractor shall not commence work on this contract until he has obtained all insurances required under this paragraph and has filed certificates thereof with the City:

1. COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE - Coverage shall protect the Contractor and any sub-contractor during the performance of work covered by this contract from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from operation under this contract whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them in such manner as to impose liability on the City and the amounts of such insurance shall be subject to the following limits:

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 – Operation of owned, hired and non-owned motor vehicles.

Body Injury	$1,000,000 per Person $1,000,000 per Occurrence
Property Damage	$ 500,000 per Occurrence

The Contractor shall file a certificate of insurance containing a thirty (30) day prior notice of cancellation, in form and content acceptable to the City.

XV. PROOF OF CARRYING INSURANCE

The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required with a reliable company or companies with an A.M.Best rating of A- or better, before commencing any work. Such proof shall consist of a certificate executed by the respective insurance companies and filed with the City. The Contractor shall also submit the original insurance policies for inspection and approval of the City before work is commenced. Said insurance shall not thereafter be canceled, permitted to expire or be changed without notice of thirty (30) days in advance to the City and consented to by the City.

XVI. PERMITS AND COMPLIANCE WITH LAWS

The Contractor shall procure and pay for all permits, licenses and bonds necessary for the prosecution of the work required by Municipal, State and Federal regulations and laws, unless specifically provided otherwise in the contract specifications.

The Contractor shall give all notices, pay all fees and comply with all Federal, State and Municipal Laws, ordinances, rules and regulations and codes bearing on the conduct of the work. This contract as to all matters not particularly referred to and defined herein, shall notwithstanding, be subject to the provisions of all pertinent ordinances of the municipality within whose limits the work is performed, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

XVII. SUB-CONTRACTS

The Contractor shall not subcontract any of the Contractor's obligations under this contract without the written consent of the City.

The Contractor agrees to be fully responsible to the City for the acts of omissions of his sub-contractors and of anyone employed directly or indirectly by him or them and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the contract documents shall create any contractual relationship between any sub-contractor and the City.

The Contractor agrees to bind every sub-contractor (and every sub-contractor of a sub-contractor) by the terms of this Contract as for as applicable to his work, unless specifically noted to the contrary in a sub-contract in writing as adequate by the City.

XVIII. ASSIGNMENT OF CONTRACT

No assignment by the Contractor of any principal contract or any part thereof or the funds to be received thereunder by the Contractor, will be recognized unless such assignments has had written approval of the City and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the City shall not relieve the Contractor of the obligations incurred by him under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials."

Assignment for the purposes of this contract shall also mean sale of the Contractor's business to other than its current principal owners and/or stockholders.

XIX. SUPERINTENDENCE

The Contractor shall give his personal superintendence to the work or have available at all times, a competent foreman, superintendent or other representative satisfactory to the City and having authority to act for the Contractor. The superintendent shall have a cell phone where he or she can be reached during normal working hours Monday through Saturday.

Insofar as it is practicable and excepting in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been accepted to represent the Contractor shall so act, and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the Contract.

XX. USE OF JOB SITE

The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to limits indicated by law, ordinances, permits or direction by the City shall not encumber the premises with his materials.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.

XXI. USE OF PRIVATE LAND

The Contractor shall not use any vacant lot or private land within the City of Franklin as a spoil site without written authorization of the owner of the land (or his agent) and approval by the City. A copy of the authorization shall be filed with the owner for his approval.

XXII. LABOR

The Contractor shall employ none but competent and skilled workmen and foremen in the conduct of work on this contract. The City shall have the authority to order the removal of any Contractor's employee who refuses or neglects to obey any of its instructions, or those of its City Engineer or inspector relating to the carrying out of the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, elusive, threatening or disorderly in his conduct and any such person shall not again be employed on this project.

XXIII. DAMAGE

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by its operations in the performance of this contract, and the contractor shall defend any suit that may be brought against itself or the City on account of damage inflicted by his operations and shall pay any judgments awarded to cover such damage. The Contractor shall defend any claims, hold the City harmless from any liability, and indemnify the City for any loss arising out of or occasioned by the Contractor's performance of this contract.

XXIV. PAYMENTS

The Contractor may submit periodically, but not more than once each month, a request for payment for work done. The Contractor shall furnish the City Administrator/Clerk all reasonable facilities required from any liability, and indemnify the City for any loss arising out of or occasioned by the Contractor's performance of this contract.

XXV. DEDUCTION FOR UNCORRECTED WORK

If the City deems it expedient to accept work not done in accordance with the contract, an equitable adjustment will be made with proper deduction from the contract price for unsatisfactory work. Unsatisfactory work shall include but not be limited to:

A. Failure of the Contractor to make the necessary collections.
B. Failure of the Contractor to respond to complaints to the satisfaction of the owner.
C. Failure of the Contractor to follow-up on "missed" pickups.

D. Failure of the Contractor to make pickups on the scheduled day.

E. Failure of the Contractor to properly process recyclables.

F. Failure of the Contractor to immediately and properly clean up liquid spills from compacted garbage or fluid spills (i.e. hydraulic oil, diesel fuel, antifreeze) due to break down of equipment.

Claims for damage filed against the Contractor by the City shall be handled expeditiously by the contractor. If he fails to do so, the City maintains the right to withhold funds from the contractor and pay claims if the City feels the claims are warranted and justified.

XXVI. TERMINATION OF CONTRACT

The Franklin City Council may terminate this contract at any time upon the proper showing that the services of the Contractor are not satisfactory, or upon failure of the Contractor to adhere to this contract. The action of the City Council shall be conclusively presumed to be based upon facts supporting said action and shall be binding upon the parties hereto.

XXVII. CITY'S RIGHT TO DO WORK

Contractor shall have sufficient equipment and manpower available to continue regular pickups in case of breakdown of equipment, resignation of men or inclement weather.

If the Contractor neglects to prosecute the work to be performed on this contract, the City, after three days written notice to the Contractor and his surety, may without prejudice to any other remedy the City may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

IN WITNESS WHEREOF, the said CONTRACTOR has caused this instrument to be executed, in the case of an individual by personal signature, in the case of a partnership by the signatures of the members thereof, in the case of a cooperative or a corporation by the proper officers thereof, and the said CITY has caused it to be executed by its Mayor and countersigned by its City Clerk upon authority duly given therefore.

IN PRESENCE OF:

_____	_____ (SEAL)
_____	_____ PRESIDENT (SEAL)
_____	_____ SECRETARY (SEAL)

CITY OF FRANKLIN

_____ _____
MAYOR, THOMAS M. TAYLOR

COUNTERSIGNED:

_____ _____
CITY CLERK, SANDRA L. WESOLOWSKI

COUNTERSIGNED:

Provisions have been made to pay the liability that will accrue under this contract.

_____ _____
DIRECTOR OF FINANCE & TREASURER,
CAL PATTERSON

APPROVED AS TO FORM:

_____
CITY ATTORNEY, JESSE WESOLOWSKI

NOTE: When executed by an individual or partnership, signature should be under seal and witnessed by two persons. When executed by corporation or cooperative, contract should be signed by President and Secretary thereof and corporate seal affixed.

CERTIFICATE TO BE EXECUTED

IF

CONTRACTOR IS A CORPORATION

I, _____

certify that I am the _____

of the corporation named as Contractor hereinabove; that _____

_____, who signed the foregoing contract on behalf of the

Contractor was then _____

of said Corporation; thence said contract was duly signed for in behalf of said Corporation by authority of the Governing Body and is within the scope of its corporate powers.

_____

(CORPORATE SEAL)

INSTRUCTIONS FOR EXECUTION OF PERFORMANCE BOND

INSTRUCTIONS

The penal amount of the Performance Bond for a unit price Contract shall be the summation of the correct and checked extension of the unit prices with the estimated number of units.

The form of bonds attached hereto shall be used for each contract. This form contemplates one corporate surety only. In case co-sureties will be furnished, proper forms therefore shall be obtained.

If the principal is an individual, his full Christian name and residence shall be inserted in the body thereof, and he shall sign the bond with is usual signature on the line opposite the scroll seal.

If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it.

If the principal is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal, the fact shall be stated in which case a scroll of adhesive seal shall appear following the corporate name. This also applies to execution by the surety.

The date of the bond must not be prior to the date of the contract for which it is given.

A Power of Attorney authorizing the execution of the Bond by an attorney-in-fact, or agent, shall be attached to the executed counterpart of the bond. If the bond is executed by an out-of-state agent, the executed counterpart of the Bond shall be countersigned by a licensed resident agent.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

_____as Principal, and

_____as Surety, are held and firmly bound unto_____

in the full and just sum of _____ Dollars ($) lawful money of the UNITED STATE OF AMERICA for the payment of which sum of money well and truly to be made, we bind ourselves, heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS: The Principal has submitted to the _____ the attached signed Contract being for _____complete, as described in the foregoing CONTRACT AND ARTICLES OF AGREEMENT.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that inasmuch as the said attached Contract has been executed on behalf of the _____ of the above named bounded Principal shall in all respects well and truly keep and perform the said Contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures of equipment furnished for the purpose of constructing the work provided in said contract, and shall defend, indemnify and save harmless said _____ against any and all liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in said specifications and other contract documents arising out of or in relation to the performance of said work and the provisions of said contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2012.

In the presence of:

(as to Principal)
ATTEST:

_____

_____

_____

_____
(Name of Principal)

SEAL

By_____

Title_____

In the presence of:

(as to Surety)
ATTEST:

_____

_____
Surety

_____

_____

The above and foregoing is hereby approved as to form and sufficiency of Surety, this _____day of _____, 2012.

By_____

Title_____

Bids_eng\REFUSE 2012 with tracking 3

CITY OF FRANKLIN CONDOMINIUMS
GARBAGE / RECYCLING INFORMATION
6/29/12

DEVELOPMENT NAME	CONTACT & PHONE #	UNITS OCCUPIED Editted 6/29/12	PROJECT COMPLETE	TOTAL UNITS
Apple Creek	Debbie Hagen (Assn. Pres.) 11335 W. Rawson Ave. Franklin, WI 53132	12 Bins	Yes	12 Bins
Autumn Ridge	Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202	86 *	Yes	86 *
Avian at Tuckaway	Mark Carstensen 9120 W. Loomis Road Franklin, WI 53132 529-4588 Fax 529-7344	14 Bins	No	70 Bins
Deerwood Estates	Prospect Management Co. Gerald Williquette, Pres. 5645 N. Green Bay Ave. Glendale, WI 53209	37 Bins	No	48 Bins
Evans Pond	Prospect Management Co. 5645 N. Green Bay Ave. Glendale, WI 53209	104 *	Yes	104 *
Forest Hill Village	Forest Hill Village Owners Assn. c/o Hunt Mgmnt. Co. 10520 N. Baehr Dr. Ste. Q Mequon, WI 53092	182 Bins	Yes	182 Bins
Francis Woods	Horizon Development Group 1031 North Edge Trail Verona, WI 53593 414-541-3900 Ext. 222	16 No dumpsters No bins	Yes	16
Franklin Oaks Condominiums **CONTRACTS OUT COLLECTION**	Prospect Management Co. 5645 N. Green Bay Ave. Glendale, WI 53209 Robert Gadbois, Secty	115 **Not included in total**	No	~~144~~ ~~**Not Included in total**~~
Franklin Oaks Villas & 1st Addendum	Same as above	53 Bins	No	62 ← Bins
Hidden Lake Condominiums **CONTRACTS w/ BFI for door to door**	Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202	48 **Not included in total**	Yes	~~48~~ ~~**Not included in total**~~
Hidden Valley	Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202	40 Bins	Yes	40 Bins
Homes on the Park I	Ogden & Company Attn:Kevin	24 *	Yes	24 *

* John's Rental Dumpsters
X Does not receive pick-up

	1665 N. Water St. Milwaukee, WI 53202			
Homes on the Park II	Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202	14 Bins	Yes	14 Bins
Indian Creek (Riverwood) **CONTRACTS OUT COLLECTION**	Camco 16535 W. Bluemound Rd. Suite 120 - Brian Cameron Brookfield, WI 53005	65 **Not included in total**	No	~~119~~ ~~**Not included in total**~~
Kaitlin Meadows	Condominium Services S96 W12972 Claude Harmon Circle Muskego, WI 53150	16 Bins	No	56 Bins
Kaitlin Woods	Elite Properties Attn: Sara Moker 3415 N. 127th St. #300 Brookfield, WI 53005	132 Bins	No	196 Bins
Legend Park	Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202	60 Bins	Yes	60 Bins
MacKenzie Square Condominiums	Prospect Management Co. 5645 N. Green Bay Ave. Glendale, WI 53209 Bob Adashek, Prop. Mgr.	64 *	Yes	64 *
Meadows Condominiums	Pat Hansen, President 7931 S. 68th Street #401 Franklin, WI 53132	32 *	Yes	32 *
Monticello Gardens	The Burbach Co. Franklin Ventures, LLC 2645 N. Mayfair Rd. St. 130 Milwaukee, WI 53226 Camco Management	77 *	No	192 *
Park Meadows Homes	Park Meadows Homes Assn. Jeff Lilly, Site Mgr. 4163 W. College Ave. Milwaukee, WI 53221	196 *	Yes	196 *
Sunset Townhomes	Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202	16 Bins	Yes	16 Bins
Towering Oaks	Hunt Mgmnt. Co. Attn: Shaun 10520 N. Baehr Dr. Ste. Q Mequon, WI 53092	40 *	Yes	40 *
Tuckaway Creek	Camco 16535 W. Bluemound Rd. Suite 120 - Brian Cameron	40 Bins	Yes	40 Bins

	Brookfield, WI 53005			
Tuckaway Pines	Genesis CM & D 2210 10th Ave. Suite B S. Milwaukee, WI 53207 571-5011	19 Bins	No	44 Bins
Tuckaway Shores	Prospect Management Co. 5645 N. Green Bay Ave. Glendale, WI 53209 Bob Adashek, Prop. Mgr.	155 Bins & *	Yes	155 Bins * Pier 4, has EYDE totes, they own we service
Twin Oaks of Tuckaway	Tom Lorino 9809 S. Franklin Dr. Franklin, WI 53132 304-1324	62 Bins	Yes	62 Bins
Victoria Place	Victoria Place, Inc. P.O. Box 210108 Milwaukee, WI 53221	40 Bins	Yes	40 Bins
Westminster Condominiums **CONTRACTS WITH SUPERIOR**	Cities Management Co. Amy 2100 Summer St. NE St.280 Minneapolis, MN 55413	76 **Not included in total**	Yes	~~76~~ ~~**Not included in total**~~
Whitnall Edge I	Ogden & Company Assn Board: Clinton Karstadt 1665 N. Water St. Milwaukee, WI 53202	**104** *	Yes	104 *
Whitnall Edge II **CONTRACTS OUT COLLECTION**	Camco Management 16535 W. Bluemound Rd. Brookfield, WI 53005 Assn Pres. Rod Roberts	126 **Not included in total**	Yes	~~126~~ ~~**Not included in total**~~
Whitnall Grove	Whitnall Grove Condo Assn. P.O. Box 320286 Franklin, WI 53132	44 Bins	Yes	44 Bins
Whitnall Park Square	Prospect Management Co. 5645 N. Green Bay Ave. Glendale, WI 53209	98 Bins	Yes	98 Bins
Whitnall Park Terrace	Hunt Management. Co. Attn: Todd Sarauer 10520 N. Baehr Dr. Ste. Q Mequon, WI 53092	66 Bins	Yes	66 Bins
Whitstone Village	Hunt Management. Co. Attn: Todd Sarauer 10520 N. Baehr Dr. Ste. Q Mequon, WI 53092	75 Bins	Yes	75 Bins
Woodlake Village	Prospect Management Co. 5645 N. Green Bay Ave. Glendale, WI 53209 Bob Adashek, Prop. Manager	60 Bins	Yes	60 Bins
Woodland Prairie	Ron Wambach 10150 W. National Ave. West Allis, WI 53227	7 Bins	No	44 Bins

	541-6800			
Woodland Trails (was Franklin Square)	Burke Properties 622 N. Water Street, Suite 200 Milwaukee, WI 53202 Attn: Gina Goodwin	108 56 * totes they 53 own we service at curb	Yes	109 * → 56 totes → 53
TOTALS		**2093**		**2451**

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Slw		August 21, 2012
REPORTS AND RECOMMENDATIONS	Nuisance premises ordinances review (Alderman Wilhelm)	ITEM NUMBER 6.16.

Alderman Wilhelm requests Common Council consideration of the regulation of nuisance premises for incorporation into the Municipal Code. Attached is a copy of a City of Milwaukee ordinance regulating "chronic nuisance premises" provided by Chief Oliva following his review in response to Alderman Wilhelm's request.

COUNCIL ACTION REQUESTED

A motion to direct the Police Chief and the City Attorney to review the Municipal Code with regard to the regulation of nuisance premises and such regulations as may exist in other municipal codes and report back to the Common Council with a recommendation as to potential City legislation on the subject for further consideration and potential action by the Common Council.

80-6.1. Discharge of Offensive or Hazardous Substances. Any industry, factory, shop, yard or premises which discharges, as defined in s. 236-41-1-a, any dust, lint, fumes, particles, vapors, mist, waste or hazardous substance, as defined in s. 236-41-1-b, or any other matter which is dangerous, or which threatens, impairs or effects the public health, is declared a public nuisance.

80-6.2. Excessive Discharge of Air-polluting Materials Prohibited. Any person or persons, firm, corporation or organization which in the conduct of any activity or business carries on any operation or activity which allow or cause to be emitted into the open air any dust, lint, fumes, particles, vapors, mist, gases, offensive odors, waste or any other matter in such a manner as to cause injury, detriment, nuisance or annoyance to any person, or to threaten to or does impair or affect the health of any person or to endanger the health or safety of any person, or to cause or have a natural tendency to cause injury or damage to business or property, shall take the most effective practical measures to reduce such discharge to a minimum. The commissioner is empowered to determine what measures are practical in any given instance and shall be guided by the generally accepted modern standards of control measures for the given operation, activity or industry in making such determination. The commissioner may order such changes or improvements necessary to meet the requirements of this section. The person, firm, corporation or organization shall comply with such an order within the period of time deemed reasonable by the commissioner.

80-7. Garage, Service Station, or Parking Lot Nuisances. Any public garage, used car lot, automobile service station, parking lot or space which shall become noxious, foul, offensive or dangerous and prejudicial to public health or which shall seriously or permanently interfere with life or safety by the testing or running of gasoline engines at various speeds, backfire or the emitting of smoke and gases, odors of gasoline or oils, or the stirring up of dusts and dirt, is declared a public nuisance.

80-8. Notice to Abate Nuisance. It shall be the duty of the commissioner to give notice in writing to the person, firm or corporation owning, occupying, in charge or control of any premises wherein a public nuisance shall be, to forthwith abate and remove the same; and any premises or conditions so described in ss. 80-6 to 80-7 which shall be so maintained or permitted to exist for a period of 2 hours after reasonable notice in writing, signed by the commissioner, shall have been given to the person, firm or corporation owning, occupying, in charge or control of the same, are declared to be public nuisances which shall be forthwith abated.

80-10. Chronic Nuisance Premises.

1. FINDINGS. The common council finds that any premises, including a manufactured home community, that has generated 3 or more responses from the police department for nuisance activities has received more than the level of general and adequate police service and has placed an undue and inappropriate burden on the taxpayers of the city. The common council further finds that premises owners, and other parties conducting business activities upon the premises, that chronically fail to control the use of their property substantially interfere with the comfortable enjoyment of life, health and safety of the community. The common council therefore directs the chief of police, the commissioner of neighborhood services and the city attorney, as provided in this section, to charge the owners of such premises the costs associated with abating the violations at premises at which nuisance activities chronically occur.

2. DEFINITIONS. For the purposes of this section: a. "Chief of police" means the chief of the police department or the chief's designee. The chief's designee includes, but is not limited to, a commanding officer signing a notice under sub. 3-a-1 or 2 or any other specifically named designee in any notice under this section.

b. "Manufactured home community" means any plot or plots of ground upon which 3 or more manufactured homes that are occupied for dwelling or sleeping purposes are located.

c. c-1. "Nuisance activity" means any of the following activities, behaviors or conduct whenever engaged in by persons associated with a premises:

c-1-a. An act of harassment as defined in s. 947.013, Wis. Stats.

c-1-b. Disorderly conduct as defined in s. 106-1 of the code or s. 947.01, Wis. Stats.

c-1-c. Battery, substantial battery or aggravated battery as defined in s. 940.19, Wis. Stats.

c-1-d. Indecent exposure as defined in s. 106-5 of the code or s. 944.20(1)(b), Wis. Stats.

80-10-3 Nuisances

c-1-e. Keeping a place of prostitution as defined in s. 106-3 of the code or s. 944.34, Wis. Stats., or leasing a building for the purposes of prostitution as defined in s. 106-4 of the code.

c-1-f. Littering of premises as defined in s. 79-12.

c-1-g. Theft as defined in s. 110-16 of the code or s. 943.20, Wis. Stats.

c-1-h. Arson as defined in s. 943.02, Wis. Stats.

c-1-i. Possession, manufacture or delivery of a controlled substance or related offenses as defined in ch. 961, Wis. Stats.

c-1-j. Gambling as defined in ss. 107-1 and 2 of the code or s. 945.02, Wis. Stats.

c-1-k. Crimes against life and bodily security as enumerated in ss. 940.01 to 940.32, Wis. Stats., except as provided in subd. 2.

c-1-L. Crimes involving illegal possession or use of firearms as defined in ch. 941 and s. 948.60, Wis. Stats.

c-1-m. Keeping a prohibited dangerous animal as defined in s. 78-25.

c-1-n. Trespass to land as defined in s. 943.13, Wis. Stats., or criminal trespass to dwelling as defined in s. 943.14, Wis. Stats.

c-1-o. Any act of aiding and abetting, as defined in s. 50-18 or s. 939.05, Wis. Stats., of any of the activities, behaviors or conduct enumerated in subpars. a to L.

c-1-p. Any conspiracy to commit, as defined in s. 939.31, Wis. Stats., or attempt to commit, as defined in s. 939.32, Wis. Stats., any of the activities, behaviors or conduct enumerated in subpars. a to n.

c-1-q. Discharge of a firearm as defined in s. 105-35.

c-1-r. The production or creation of excessive noise as defined in s. 80-63.

c-1-s. Loitering as defined in s. 106-31.

c-1-t. Public drinking as defined in s. 106-1.8.

c-1-u. The sale, offering for sale, bartering or giving away of any intoxicating liquors or fermented malt beverages without a license as provided in s. 90-3-1 of the code or s. 125.04(1), Wis. Stats.

c-1-v. The operation of a convenience store in violation of any provision of s. 68-4.3.

c-1-w. The possession of counterfeit items as defined by s. 132.02, Wis. Stats.

c-1-x. Selling or giving away tobacco products to persons under the age of 18 as defined in s. 106-30-2.

c-1-y. The possession, possession with intent to sell or deliver, or delivery of drug paraphernalia as defined in s. 106-36.

c-1-z. Owning, keeping, having or harboring any bird or animal that causes a disturbance of the peace as defined in s. 78-29.

c-1-aa. Misuse of emergency telephone numbers as defined in s. 105-77.

c-1-bb Illegal sale, discharge and use of fireworks as defined in s. 105-47-1.

c-1-cc. Loitering-illegal drug activity as defined in s. 106-35.6.

c-1-dd. Truancy and contributing to truancy as defined in ss. 106-23.1 and 106-23.3.

c-1-ee. Underage alcohol activities, as defined in s. 90-18.

c-1-ff. Adult contributing, allowing, providing alcohol to underage persons activities, as defined in. s. 90-18.

c-1-gg. Robbery as enumerated in s. 943.32, Wis. Stats.

c-1-hh. Receiving or concealing stolen property as enumerated in s. 943.34, Wis. Stats.

c-2. "Nuisance activity" does not include activities, behaviors or conduct that results in a call for assistance made by the owner or occupant requesting law enforcement services related to any of the following:

c-2-a. "Domestic abuse," as defined in s. 813.12(1)(am), Wis. Stats.

c-2-b. "Sexual assault," as described in ss. 940.225, 948.02, and 948.025, Wis. Stats.

c-2-c. "Stalking," as described in s. 940.32, Wis. Stats.

d. "Other responsible party" means any individual or entity other than the owner of the premises that is licensed or subject to license in the operation of a business upon the premises.

e. "Person associated with a premises" means the premises owner, operator, manager, resident, occupant, guest, visitor, patron or employe or agent of any of these persons.

3. PROCEDURE. a. Notices. a-1. Whenever the chief of police determines that the police department has responded to 3 or more nuisance activities that have occurred at a premises on separate days during a 30-day period or that the police department has responded to 2 or more nuisances of the types defined in sub. 2-c-1-e, i to L that have occurred at a premises within one year, the chief of police may notify the premises owner or other responsible party in writing that the premises is a nuisance. This notice shall contain:

a-1-a. The street address or legal description sufficient for identification of the premises.

a-1-b. A description of the nuisance activities that have occurred at the premises.

a-1-c. A statement indicating that the cost of future enforcement may be assessed as a special charge against the premises, or referred for collection, and that the owner or other responsible party may be cited under sub. 6.

a-1-d. Examples of nuisance abatement measures.

a-1-e. A statement that the premises owner or other responsible party shall within 10 days either respond to the chief of police with an acceptable, written course of action to abate the nuisance activities at the premises or file an appeal pursuant to sub. 5-a.

a-2. Whenever the chief of police determines that modification of an accepted written course of action is necessary to abate nuisance activities at the premises, the chief of police shall notify the premises owner or other responsible party in writing that the written course of action must be modified. This notice shall contain:

a-2-a. The street address or legal description sufficient for identification of the premises.

a-2-b. A description of the nuisance activities that have occurred at the premises that require modification of the accepted written course of action.

a-2-c. A copy of the previously-accepted written course of action.

a-2-d. A statement indicating that the cost of future enforcement may be assessed as a special charge against the premises, or referred for collection, and that the owner or other responsible party may be cited under sub. 6.

a-2-e. A statement that the premises owner or other responsible party shall within 10 days, respond to the chief of police with an acceptable, modified written course of action to abate the nuisance activities at the premises.

b. A notice under par. a shall be deemed to be properly delivered if sent either by first class mail to the premises owner's or other responsible party's last known address or if delivered in person to the premises owner or other responsible party. If the premises owner or other responsible party cannot be located, the notice shall be deemed to be properly delivered if a copy of it is left at the premises owner's or other responsible party's usual place of abode or regular business in the presence of some competent member of the family at least 14 years of age or a competent adult currently residing or conducting business there and who shall be informed of the contents of the notice. If a current address cannot be located, it shall be deemed sufficient if a copy of the notice is sent by first class mail to the last known address of the owner or other responsible party as identified by the records of the commissioner of assessments, to the appropriate licensing authority or the commissioner of neighborhood services.

c. Upon receipt of the nuisance premises notice or a demand for modification notice, the premises owner or other responsible party shall respond within 10 days to the chief of police with a written course of action or modified written course of action outlining the abatement actions the premises owner or other responsible party will take in response to the notice. Upon review of the written course of action or modified written course of action, the chief shall accept or reject the proposed course of action.

c-1. If the proposed course of action is accepted, the chief shall inform the owner or other responsible party of same and permit the owner or other responsible party 45 days to implement the accepted course of action. If the premises owner or other responsible party has implemented the accepted written course of action within 45 days, no further action by the department may be taken except that if nuisance activity continues, the chief may request the premises owner or other responsible party to modify the accepted written course of action.

c-2. If the premises owner or other responsible party fails to respond, proposes a course of action that is rejected by the chief of police, or fails to implement an accepted written course of action, the chief shall notify the premises owner or other responsible party that the cost of future enforcement may be assessed as a special charge against the premises, or referred for collection, and that the owner or other responsible party may be cited under sub. 6.

d. The chief of police may calculate the cost of police services and refer the cost to the commissioner of neighborhood services or the city attorney for subsequent nuisance activities occurring at the premises within one year of the date of a notice under par. a provided such nuisance activity occurs under one of the following circumstances:

d-1. 13 days after notice was given pursuant to sub. 3-a if the premises owner or other responsible party fails to respond, or proposes a course of action that is rejected by the chief of police.

d-2. 45 days after a proposed course of action was accepted by the chief of police and the premises owner or other responsible party failed to properly implement the accepted course of action.

d-3. After the administrative review appeals board affirms the nuisance premises determination as provided in s. 320-11 if an appeal is timely filed pursuant to sub. 5-a.

e. The chief of police shall notify the premises owner or other responsible party of the

decision to refer the cost of police services by copy of the chief's cost referral letter to the commissioner of neighborhood services or, alternatively, the chief of police shall notify the responsible party of the decision to refer the cost of police services by copy of the chief's referral letter to the city attorney for collection and to the appropriate licensing authority. Delivery of this notice shall be made as set forth in sub. 3-b. The cost referral letter shall contain:

e-1. The street address or legal description sufficient for identification of the premises.

e-2. A statement that the chief of police has referred the cost of enforcement to the commissioner or to the city attorney and to the appropriate licensing authority, with a concise description of the nuisance activities and the relevant sections of the code.

e-3. A notice of the premises owner's or other responsible party's right to appeal pursuant to sub. 5-b.

e-4. A statement that each subsequent incident of nuisance activity may be deemed a separate violation.

e-5. A statement that whenever a premises owner or other responsible party has been billed, on 3 or more separate dates, for the costs of enforcement within one year, he or she may be issued a citation of not less than $1,000 nor more than $5,000 after notification by the chief of police that the premises is a chronic nuisance due to the premises owner's or other responsible party's failure to abate the nuisance activities.

4. COST RECOVERY. a. Upon receipt of a cost referral letter from the chief of police pursuant to sub. 3-d, the commissioner of neighborhood services shall charge any premises owner found to be in violation of this section the costs of enforcement, including administrative costs, in full or in part. All costs so charged are a lien upon such premises and may be assessed and collected as a special charge. The commissioner shall establish a reasonable charge for the costs of administration and enforcement of this section.

b. Upon receipt of a cost referral letter from the chief of police pursuant to sub. 3-d, the city attorney shall initiate a collections action against any other responsible party found to be in violation of this section for the costs of enforcement, including administrative costs, in full or in part. The city attorney shall establish a reasonable charge for the costs of administration and enforcement of this section.

5. APPEAL. a. Appeal of a determination that a premises is a nuisance under sub. 3-a-1 shall be submitted to the administrative review appeals board as provided in s. 320-11 within 10 days from the date of the notice.

b. Appeal of the subsequent cost referral by the chief of police pursuant to sub. 3-d shall be submitted to the administrative review appeals board as provided in s. 320-11 within 30 days from the date of the cost referral letter.

6. CHRONIC NUISANCE PREMISES.

a. Whenever a premises owner or other responsible party has been notified that a nuisance exists at his or her premises and has been billed on 3 or more separate dates within a one-year time period for the costs of enforcement, the chief of police may designate the premises as a chronic nuisance premises. Delivery of this notice shall be made as set forth in sub. 3-b. The chronic nuisance premises letter shall contain:

a-1. The street address or legal description sufficient for identification of the premises.

a-2. A statement that the premises owner or other responsible party has been billed, on 3 or more separate dates, for the costs of enforcement within a one-year time period, along with a concise description of the nuisance activities, bills and relevant sections of the code.

a-3. A statement that any subsequent incident of nuisance activity shall be subject to a forfeiture of not less than $1,000 nor more than $5,000 for failure to abate the nuisance activity.

a-4. A statement that each subsequent incident of nuisance activity may be deemed a separate violation.

b. Any person failing to abate nuisance activities after receiving notice under par. a shall be subject to a forfeiture of not less than $1,000 nor more than $5,000 for failure to abate the nuisance activity. Upon default of payment, the premises owner shall be imprisoned in the county jail or house of correction for a period of not less than 40 days nor more than 90 days.

7. EVICTION OR RETALIATION PROHIBITED. a. It shall be unlawful for a landlord to terminate the lease agreement or periodic tenancy of any tenant or otherwise retaliate against any tenant because that tenant complained to the chief of police about nuisance activities on the landlord's premises. It shall be presumed that any attempt to increase charges, reduce services, or to otherwise harass or retaliate against the tenant during the 12-month period following receipt of the complaint by the chief of

police constitutes unlawful retaliation under this subsection. This presumption shall be rebutted by the preponderance of evidence that the actions taken by the landlord were based upon good cause. "Good cause" as used in this subsection means that a landlord must show good cause for his or her actions, other than one related to or caused by the operation of this section. Notwithstanding the foregoing, a tenant's lease agreement or periodic tenancy may be terminated for a failure to pay rent; committing nuisance activity as defined in sub. 2-c-1-a to hh; for the commission of waste upon the premises; violating the terms and conditions of the lease agreement or periodic tenancy or as otherwise provided in ch. 709, Wis. Stats., and ch. ATCP 134, Wis. Adm. Code. A landlord's failure to renew a lease agreement or periodic tenancy upon expiration of such lease agreement or periodic tenancy shall not be deemed a violation of this subsection.

b. Any person violating par. a shall be subject to a forfeiture of not less than $100 nor more than $2000 for each violation and in default of payment thereof, be imprisoned in the county jail or house of correction for a period of not less than 4 days nor more than 80 days.

8. SUBSEQUENT NOTICE OF NUISANCE ACTIVITY. Nothing in this section shall prevent or prohibit the chief of police from issuing or reissuing a notice under sub. 3-a-1 regarding subsequent nuisance activity at a premises.

80-11. Unlicensed Taverns. 1. FINDINGS. The common council finds that the unlicensed sale or distribution of alcohol beverages by individuals or entities that have not applied for and received the appropriate licenses as required by this code, particularly when these activities take place on premises not zoned for commercial activities, constitute a public nuisance.

2. OWNER'S LIABILITY. a. An owner, operator or owner's registered agent of any premises shall be liable for all the costs of administration and enforcement of this subsection whenever the following occur:

a-1. A person in the premises has been charged with the unlicensed sale or distribution of alcohol beverages pursuant to s. 90-3-1.

a-2. The department has sent by first class mail a written notice of the violation described in subd. 1, addressed to the last known address of the owner, operator or owner's registered agent.

a-3. A person in the premises has been charged with the unlicensed sale or distribution of alcohol beverages pursuant to s. 90-3-1 and that violation occurred not less than 8 business days after the mailing of notice under subd. 2. The violation shall be at the same address and in the same unit and involve the same occupancy, but need not involve the same person for whom notice of violation was sent under subd. 2.

b. The chief of police shall provide a record of each charged violation of s. 90-3-1 and the costs of enforcement to the commissioner. Upon issuance of a citation, the commissioner may provide written notice under par. a-2 to the owner, operator or owner's registered agent of the premises in which the charged violation occurred.

c. In the event of the occurrence of all the provisions set forth in par. a., the costs of the enforcement of the second and all subsequent charged violations referred to in par. a-3, including administrative costs, may be charged in full or in part against the real estate on which the nuisance occurred. If those costs are charged, they shall be a lien upon this real estate and shall be assessed and collected as a special charge. The city shall establish a reasonable charge for the costs of administration and enforcement of this subsection.

d. Appeal of the determination of the commissioner imposing special charges against the premises may be submitted to the administrative review appeals board as provided by s. 320-11. Appeals filed pursuant to this paragraph shall be filed no later than 30 days after the special charges are imposed.

APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE **8/21/2012**
Licenses and Permits	**Miscellaneous Permits**	ITEM NUMBER H.1.

See attached list from meeting of August 21, 2012

COUNCIL ACTION REQUESTED

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132-9728
414-425-7500

License Committee
Agenda*
Alderman's Room
August 21, 2012 – 5:45 pm

1.	Call to Order & Roll Call	Time		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2012-13 5:55 p.m.	**Schaefer, Amanda J** 3272 S Quincy Ave Milwaukee, WI 53207 Tuckaway Country Club			
Operator 2012-13 6:00 p.m.	**Hall, Nicole A** 1983 S 83rd St West Allis, WI 53219 Polish Center			
Operator 2012-13	**Andrew, Aaron L** 3441 S 50th Pl Greenfield, WI 53219 Chili's Grill & Bar			
Operator 2012-13	**Billings, Russell A** 8931 S 83rd St Franklin, WI 53132 Sam's Club			
Operator 2012-13	**Burnside, Doreen J** 7802 S Tuckaway Shores Dr Franklin, WI 53132 Employment Pending			
Operator 2012-13	**Coyle, Shannon L** 4461 S 49th St Greenfield, WI 53220 Root River Center			
Operator 2012-13	**Ellis, Nicole L** 7331 W Wind Lake Rd\ Wind Lake, WI 53185 Discount Cigarettes & Liquor			
Operator 2012-13	**Gatz, Melissa A** 8466 S Deerwood Ln Franklin, WI 53132 Auntie's			
Operator 2012-13	**Gutierrez, Miquel A** 913 W Washington St Milwaukee, WI 53204 Little Cancun			
Operator 2012-13	**Jones, Tiffany A** 3618 N 57th St Milwaukee, WI 53216 Sam's Club			
Operator 2012-13	**Phaneuf, Rhiannon J** 2034 S 58th St West Allis, WI 53219 Sam's Club			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2012-13	**Piette, William** 614 Cherry St South Milwaukee, WI 53172 Sam's Club			
Temporary Operator	**Cane Thomas N** 5432 Olympia Dr Greendale, WI 53129 Knights of Columbus Fair – Sacred Heart's Monastery September 2, 2012 Only			
Extraordinary Entertainment & Amusement Event	**Knights of Columbus Trinity Council 4580** Person in Charge: Rudy Mishich Location: 7335 S Lovers Lane Rd Date of Event: 9/2/2012 9:00 a.m. to 6:00 p.m.			
Temporary Class B Beer	**Knights of Columbus Trinity Council 4580** Person in Charge: Thomas Cane Location: 7335 S Lovers Lane Rd Date of Event: 9/2/2012 9:00 a.m. to 6:00 p.m.			
Day Care	**Academy of Performing Arts** Director: Stacy M Tuschl Location: 7221 S 76th St			
3.	**Adjournment**	Time		

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

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APPROVAL	REQUEST FOR	MEETING DATE
Slw CAP	COUNCIL ACTION	8/21/12
Bills	**Vouchers and Payroll Approval**	**ITEM NUMBER** I.1.

Provided separately for Council approval is a list of vouchers Nos. 143889 through 144055 in the amount of $ 2,277,546.35. Included in this listing is $ 734.40 in Library vouchers. The net City vouchers for August 21st are $ 2,276,811.95.

Approval is requested for the net payroll dated August 10, 2012 in the amount of $371,217.57.

COUNCIL ACTION REQUESTED

Motion approving net City vouchers in the range of Nos. 143889 through 144055 dated August 21st in the amount of $ 2,276,811.95.

Approval is requested for the net payroll dated August 10, 2012 in the amount of $371,217.57.