

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, DECEMBER 20, 2011, 6:30 P.M.

- A. Call to Order and Roll Call

- B.
 - 1. Citizen Comment Period
 - 2. Announcements from Mayor Taylor of upcoming community events & news items:
 - a. Holiday caroling by Forest Park Middle School Band Students.
 - b. Notice of meeting of The United States Conference of Mayors held December 1-2, 2011, Municipal Challenges in Achieving Clean Water Goals.
 - c. 2011 First Business Economic Forum of Milwaukee & Waukesha Counties.

- C. Approval of Minutes
 - 1. Approval of regular meeting of December 6, 2011.
 - 2. Approval of special meeting of December 14, 2011.

- D. Hearings

- E. Organizational Business
 - 1. Appointment of Inspector of Election for 2012-2013.

- F. Letters and Petitions
 - 1. Petition submitted on 12/13/11 by Tom Benning, 11720 W. Ryan Road, from taxpayers requesting connection to the sewer interceptor.
 - 2. Letter from Ted Kafkas regarding W. Puetz Road (between S. 76th Street and Hwy. 100) pedestrian/bicycle safety.
 - 3. Letter from City Engineer John Bennett regarding Oak Creek Sewer and Water Utility rate increase.

- G. Reports and Recommendations
 - 1. Resolution authorizing certain officials to accept a Conservation Easement for and as part of the review and approval of a site plan and Certified Survey Map for M & J 4K Family Limited Partnership (Riverwood Professional Park) (3030 and 3130 W. Rawson Avenue).
 - 2. Resolution to amend Resolution No. 2001-5187 imposing conditions and restrictions for the approval of a Special Use for an automobile dealership for property located at 6420 S. 108th Street to allow for an expansion of the use (Boucher Volkswagen, Inc. applicant).
 - 3. Resolution conditionally approving a 1 lot Certified Survey Map, being a redivision of Lots, 1, 2 and 3, Whitnall Edge Subdivision in the Northwest ¼ of the northwest ¼ of Section 5, Township 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin (Boucher Volkswagen, Inc.) (6420 S. 108th Street).

4. Authorization for the City to participate in the Milwaukee Metropolitan Sewerage District program for Private Property Inflow and Infiltration-City wide.
5. Resolution authorizing officials to execute an Engineering Services Agreement with Ruckert-Mielke for the private property inflow and infiltration inspection and flow monitoring in the Rawson Homes Subdivision (S. 37th Place and S. 36th Street south of W. Rawson Avenue), Mission Hills Subdivision (along S. Mission Drive both north and south of W. Church Street and connecting streets) and the Root River Heights Subdivision (including S. 60th Street, S. 59th Street and S. 58th Street south of W. Drexel Avenue).
6. Resolution authorizing officials to execute an Engineering Services Agreement with Visu-Sewer for the private property closed circuit televising and dye water flooding of laterals in the Rawson Homes Subdivision (S. 37th Place and S. 36th Street south of W. Rawson Avenue).
7. Request by Robert Albert for reimbursement from the Milwaukee Metropolitan Sewerage District for the relining of a lateral within the Rawson Homes Subdivision at 7333 S. 36th Street.
8. Recommendation from City Engineer and Trails Committee revising the proposed S. 51st Street Trail on the west side of S. 51st Street from W. Rawson Avenue to the north (to W. Harvard Drive).
9. Termination of the Master Planning Fund and either return of the remaining funds to the General Fund or establishment of an Economic Development Fund.
10. Resolution dissolving/terminating Tax Incremental Finance District #2 and authorizing the City of Franklin Director of Finance & Treasurer to distribute excess increment to the overlying taxation districts.
11. Establish an Escrow Agreement between the Community Development Authority and the City of Franklin for disbursing funds when due on the Franklin Business Park Pond Retrofit Project.
12. Resolution to establish 2010, 2011, and 2012 General Wage Adjustments for Dispatchers.
13. Geographic Marketing Advantage, LLC Agreement for Geographic Information System (GIS) Support and Database Maintenance Services for 2012.
14. Report on impact fee fund balance levels and a proposal from Ruckert-Mielke for preparation of a review and analysis of impact fee data and circumstances and preparation of or updating of needs analysis, rate calculations, and a report on such matters.
15. Authorization to restructure the management of the Finance Department and authorize advertisement of a Finance Director position.
16. Amendment in the Employment Agreement (6/27/11) with Calvin Patterson due to the continued vacancy in the position of the Director of Finance & Treasurer.

H. Licenses and Permits

4. Miscellaneous Licenses.

I. Bills

1. Vouchers and Payroll approval.

J. Adjournment

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

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

REMINDERS:

December 22	Plan Commission	7:00 p.m.
December 23, 26, 30 and January 2, 2012	City Hall Closed-Holidays	
January 5	Plan Commission	7:00 p.m.
January 9	Committee of the Whole	6:30 p.m.
January 10	Common Council	6:30 p.m.

THE UNITED STATES CONFERENCE OF MAYORS



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Mayors Water Council

MUNICIPAL CHALLENGES IN ACHIEVING CLEAN WATER GOALS

December 1-2, 2011

Sponsored by The Johnson Foundation
At
WINGSPREAD
Racine, Wisconsin

AGENDA

Thursday December 1

12:00 PM – 1:45 PM
(The Guest House)

Optional- Buffet Lunch Available

2:00 PM – 2:15 PM
(The House)

Welcome Remarks

Mayor Jennifer Hosterman, City of Pleasanton, CA
Mayor Gregory A. Ballard, City of Indianapolis, IN

2:15 PM – 2:30 PM

Remarks of Host City Mayor

Mayor John Dickert

Recipient of the United States Conference of Mayors
2011 Best Tasting City Water in America Award

- 2:30 PM - 3:00 PM** **The Johnson Foundation at Wingspread**
Lynn Broaddus, Ph. D., Director, Environmental Programs
- 3:00 PM - 3:20 PM** **Municipal Water and Wastewater- A Profile of Local Government Finances**
USCM Staff Report
- 3:20 PM - 4:30 PM** **Achieving Clean Water Goals**
Moderator: Mayor Gregory A. Ballard

Ellen Gilinsky, Senior Policy Advisor
US EPA, Office of Water

Alfred H. Foxx, Director of Public Works, Baltimore MD

David Sherman, Director of Public Works, Indianapolis IN

Gary Sheely, Director of Public Works, Lima OH
- 4:30 PM - 5:00 PM** **“Rooftops to Rivers: How Cities Use Green Infrastructure to Manage Stormwater and Save Money”**
Moderator: Mayor Gregory A. Ballard

Karen Hobbs
Natural Resources Defense Council
- 5:00 PM - 5:40 PM** **Mayors Roundtable**
Moderator: Mayor Jennifer Hosterman

An opportunity to discuss the major water and wastewater challenges facing your communities, and to identify the leading priorities for action and investment.
- 6:00 PM - 8:00 PM** **Reception & Dinner**
(Wingspread) **(Optional Tour of Wingspread).**
Remarks by Roger Dower, President
The Johnson Foundation at Wingspread

Friday December 2

- 6:30 AM - 8:00 AM** **Breakfast**
(Guest House)
- 8:15 AM - 8:30 AM** **Opening Remarks**
(The House) *Mayor Jennifer Hosterman, Co-Chair*
Mayor Gregory A. Ballard, Co-Chair

8:30 AM – 10:00 AM

Technical Solutions I

Moderator: Mayor Jennifer Hosterman

“Enhanced Wastewater Treatment of Nitrogen and Phosphorus at a 50 Percent Reduction in Cost”

*Mark W. LeChevallier, Ph.D., Director, Innovation & Environmental Stewardship
American Water*

“Totally Integrated Water- Breaking Down Control Silos to Optimize Energy Utilization and Process Performance and Reduce Cost”

*Betty-Ann Curtis, Director Bio Flowsheet Solutions,
Siemens Industry*

“Using Your Water Reclamation Plant to Generate Additional Renewable Energy”

Steve Arant, Black & Veatch

“Integrating Low Pressure Membranes with Conventional Treatment For High Quality Water Production”

Keith Haas, Director of Water and Wastewater, City of Racine

10:00 AM – 10:15 AM

Break

10:15 AM – 11:30 AM

Technical Solutions II

Moderator: Mayor Gregory A. Ballard

“Urban Water Reuse in New York City – A Sustainable Model of Public-Private Partnership”

Ed Clerico, President, Natural Systems Utilities

“Landfill Gas to Energy: A Green Solution for Wastewater Management”

Mike Martin, Director of Technical Services

Milwaukee Metropolitan Sewerage District

Kurt Hellermann, Vice President

CH2M HILL

“Energy Performance Contracting and Supply Management for Water and Wastewater Treatment”

Edwin Newell, Schneider-Electric

11:30 AM – 12:00 PM

“Growing Blue- A Resource for Sound Water Related Decision Making”

Moderator: Mayor Gregory A. Ballard

Ed Pinero, Chief Sustainability Officer

Veolia Water North America

Jonathan Kaledin, Secretariat to the Growing Blue Collaborative

12:00 PM – 1:15 PM
(Wingspread)

Luncheon

“Water Policy: Profitable Solutions to the Next Resource Crises”
Nick Sterling, Research Director
Natural Capitalism Solutions

1:30 PM – 3:00 PM
(The House)

Financial Solutions

Moderator: Mayor Jennifer Hosterman

“City of Indianapolis / United Water Partnership Success”
Tom Brown, Senior Vice President, United Water

“Financing Sustainable Water Infrastructure: Solutions, Opportunities, and Challenges”
Katherine Baer, American Rivers

Federal Financial Assistance
USCM Staff Report

3:00 PM

Adjourn

2011 FIRST BUSINESS ECONOMIC FORUM

of Milwaukee & Waukesha Counties

YOUR SUCCESS COMES FIRST



Agenda

Welcoming Statement

Dave Vetta

President & CEO, First Business Bank

Presentation of Survey Results

Tom Hefty

Retired Chairman & CEO of Cobalt Corporation, and its subsidiary, BlueCross BlueShield United of WI

Introduction of Panelists

Dave Vetta

Panel Round Table and Q&A

Lynn Sprangers, Moderator

Closing Comments

Dave Vetta



Summary of Findings

The good news

- Many Key Indicators for 2011 were up
 - Revenue, Profit, Capital Expenditures, Operating Costs
- Record low percentage of firms reporting decreases in employment
- Greater percentage of businesses seeing wage increases

More good news—but

- Exceptional Strength in Manufacturing
 - Operating at higher capacity utilization
- Expectations Positive, but less rosy than last year

The bad news

- Rebound in indicators not up to pre-recession levels
- Still not broad based recovery

What lies ahead

Double dip Slightly better times Significantly better times

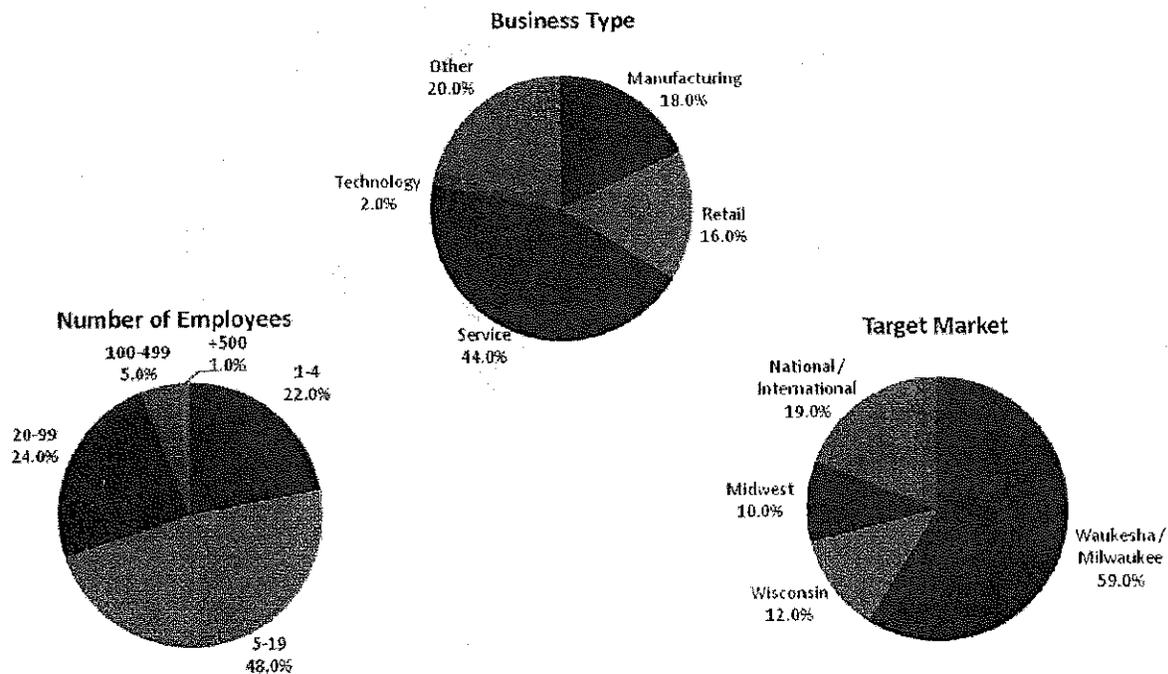
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Survey Background

- Survey sent to all Milwaukee and Waukesha County businesses with five or more employees; 7,990 sent
- Those targeted: Owner, President, CEO, CFO
- 500 returned; 6.26% response rate
- Heavily represented by small businesses (<100 employees)
- Segmented by business type, markets served, types of customers
- Questions on eight economic indicators
- Quantitative and qualitative responses
- Margin of error .05 with 95% confidence level

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Segmentation



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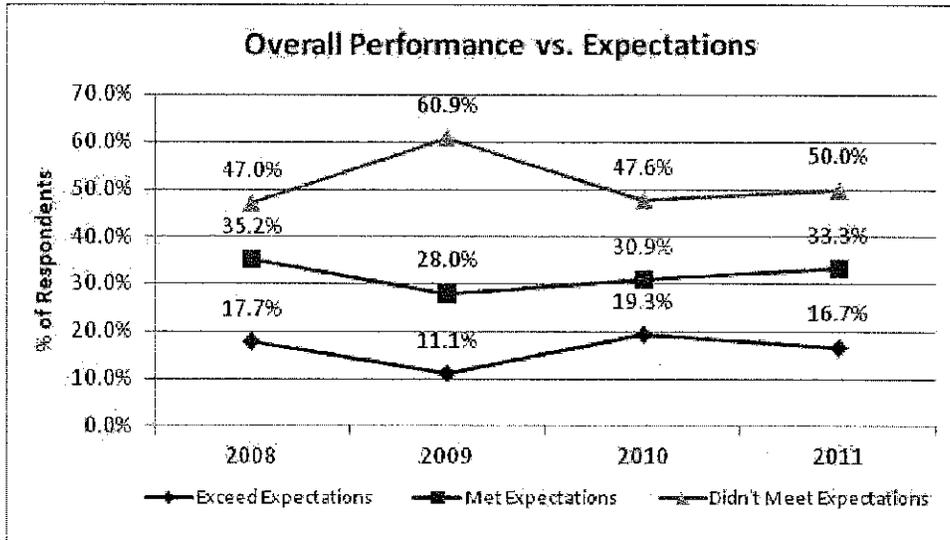
Interpreting the Results

- Broad sample of business community; not cherry picked
- Self assessment by optimistic groups
- Two surveys in one:
 - Actual for 2011
 - Projection for 2012
- Survey instrument not meant to measure previous year's projections to current year actuals; comparison done with like variables
- Value of statistically significance changes

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A Look Back: 2011 Performance

- Performance Levels Plateau

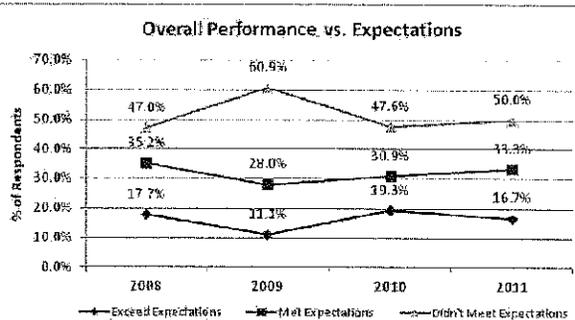


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Reasons Cited for Under-Performance

- Higher operating costs becoming a concern
- Drop in regional concern about state government regulations

Reasons for Low Performance	2011	2010
Higher Operating Costs	54.4%	46.8%
Domestic Sales Shortfall	51.7%	72.0%
Rising Gas Prices	38.0%	26.0%
Insufficient Cash Flow	28.1%	32.5%
Domestic Competition	26.4%	26.6%
Federal Government Regulations	25.6%	37.0%
State Government Regulations	25.2%	40.1%
Slow Down in Housing Market	25.2%	34.3%
Political Unrest	19.8%	18.2%
Staffing Issues	12.4%	13.1%
Technology Changes	4.1%	5.6%
International Competition	4.1%	3.8%
International Sales Shortfall	2.9%	5.5%

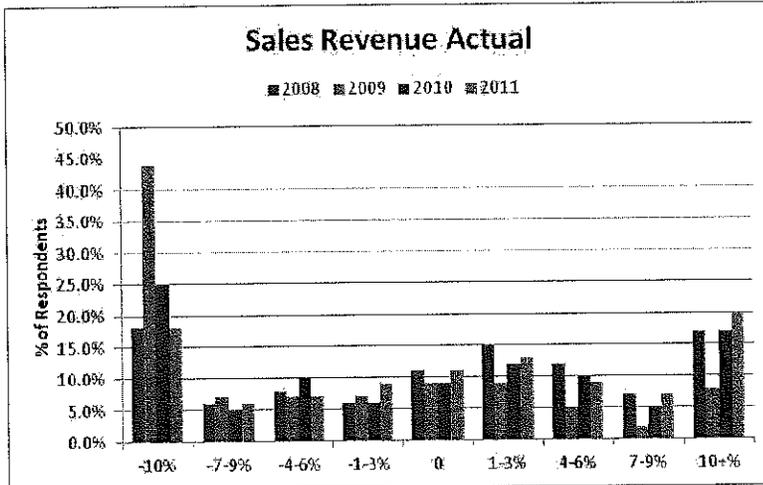


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Sales Revenue – 2011

Year over year comparisons

- Although not statistically significant, sales revenues increased
- Continued gains projected for 2012



All - Projected Sales Revenue			
	Decrease	Unchanged	Increase
2009	31.54%	16.39%	52.07%
2010	30.15%	21.16%	48.69%
2011	22.10%	22.30%	55.60%
2012	21.62%	23.23%	55.15%

All - Actual Sales Revenue			
	Decrease	Unchanged	Increase
2008	38.54%	10.75%	50.71%
2009	72.32%	7.20%	20.48%
2010	46.40%	9.30%	44.30%
2011	41.28%	11.22%	47.49%

Sales Revenue by Sector – 2011

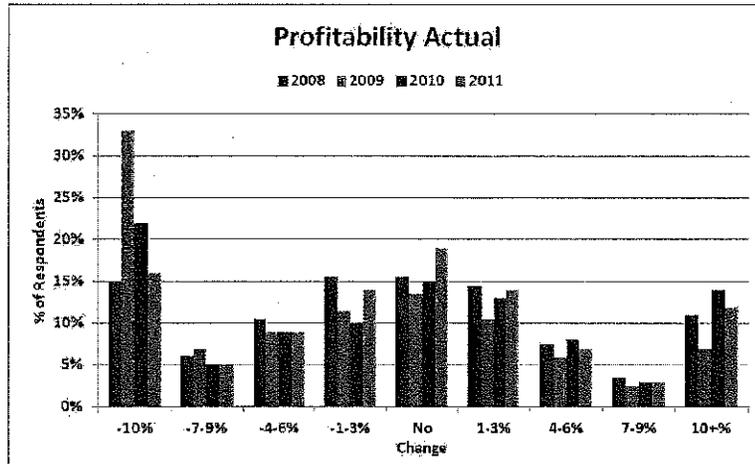
- Four of five industry showed improvement
- Manufacturing sector recorded strongest net growth

Retail - Actual Sales Revenue				Service - Actual Sales Revenue		
	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase
2008	58.82%	5.88%	35.29%	37.90%	15.53%	46.58%
2009	81.54%	6.15%	12.31%	69.47%	6.49%	24.05%
2010	54.17%	7.29%	38.54%	47.54%	13.03%	39.44%
2011	50.60%	9.64%	39.76%	45.00%	12.27%	42.73%

Manufacturing - Actual Sales Revenue			Technology - Actual Sales Revenue			Other Business - Actual Sales Revenue			
	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase
2008	27.76%	6.67%	66.67%	46.67%	3.33%	50.00%	32.61%	9.78%	57.61%
2009	82.18%	4.95%	12.87%	37.50%	18.75%	43.75%	67.42%	11.24%	32.22%
2010	36.07%	4.10%	59.84%	33.33%	5.56%	61.11%	49.47%	8.42%	42.11%
2011	23.86%	6.82%	69.32%	55.56%	0.00%	44.44%	46.99%	16.87%	54.22%

Profitability - 2011

- No significant change in reported profitability
- Projected profitability is flat



All - Projected Profitability			
	Decrease	Unchanged	Increase
2009	32.78%	23.03%	44.19%
2010	31.78%	21.31%	46.92%
2011	24.10%	27.30%	48.60%
2012	27.57%	28.17%	44.27%

All - Actual Profitability			
	Decrease	Unchanged	Increase
2008	47.55%	15.51%	36.94%
2009	67.59%	11.30%	21.11%
2010	46.10%	15.00%	38.80%
2011	43.75%	19.15%	37.10%

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Profitability by Sector Actual - 2011

- Only manufacturing shows consistent profit improvement
- By almost two to one margins, retail respondents show decreased profitability

	Retail - Actual Profitability			Service - Actual Profitability		
	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase
2008	68.66%	8.96%	22.39%	45.41%	18.81%	35.78%
2009	73.85%	10.77%	15.38%	64.48%	11.97%	23.55%
2010	52.08%	17.71%	31.21%	49.29%	15.71%	35.00%
2011	52.44%	18.29%	29.27%	46.58%	19.18%	34.25%

	Manufacturing - Actual Profitability			Technology - Actual Profitability			Other Business - Actual Profitability		
	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase
2008	45.33%	9.33%	45.33%	46.67%	13.33%	40.00%	41.76%	19.78%	38.46%
2009	73.27%	8.91%	17.82%	37.50%	12.50%	50.00%	68.89%	13.33%	17.78%
2010	32.77%	15.13%	52.10%	38.89%	0.00%	61.11%	47.37%	14.74%	37.89%
2011	29.07%	17.44%	53.49%	22.22%	44.44%	33.33%	44.44%	19.19%	36.36%

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Profitability by Sector Projected - 2012

- Drops in projected profitability in 2012
- Four out of five sectors show significant drops in the percentage of businesses projecting increased profitability

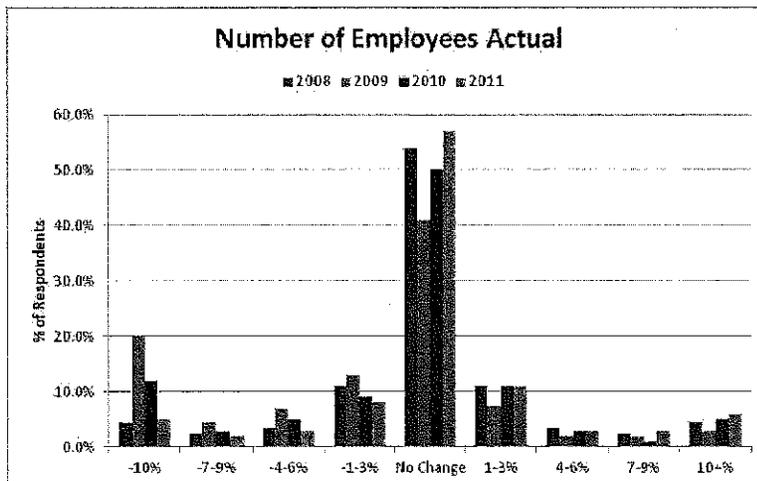
Retail - Projected Profitability				Service - Projected Profitability		
	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase
2009	33.82%	22.06%	44.12%	34.42%	22.79%	42.79%
2010	28.57%	17.46%	53.97%	31.15%	25.77%	43.08%
2011	21.88%	32.29%	45.83%	28.21%	27.86%	43.93%
2012	33.73%	69.88%	20.48%	25.69%	52.29%	35.32%

Manufacturing - Projected Profitability				Technology - Projected Profitability			Other Business - Projected Profitability		
	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase
2009	32.43%	16.22%	51.35%	16.67%	26.67%	56.67%	34.48%	28.74%	36.78%
2010	27.00%	18.00%	55.00%	18.75%	6.25%	75.00%	42.53%	17.24%	40.23%
2011	19.66%	23.08%	57.26%	5.56%	11.11%	83.33%	22.34%	28.72%	48.94%
2012	25.29%	43.68%	39.08%	11.11%	33.33%	22.22%	29.29%	51.52%	35.35%

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Number of Employees - 2011

- Significant drop in cutbacks
- Survey record high in percentage of firms with employment growth
- Survey record low in percentage of firms projections with employment cutbacks



All - Projected Number of Employees			
	Decrease	Unchanged	Increase
2009	17.98%	60.33%	21.69%
2010	15.33%	58.88%	25.79%
2011	11.50%	59.50%	29.00%
2012	11.24%	62.85%	25.90%

All - Actual Number of Employees			
	Decrease	Unchanged	Increase
2008	24.19%	53.25%	22.56%
2009	48.52%	39.81%	11.67%
2010	29.20%	50.10%	20.70%
2011	19.24%	57.11%	23.65%

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Number of Employees by Sector - 2011

- Manufacturing turnaround continued
- Improvement in four of five sectors

Retail - Actual				Service - Actual		
Number of Employees				Number of Employees		
	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase
2008	39.71%	50.00%	10.29%	22.02%	55.96%	22.02%
2009	53.13%	39.06%	7.81%	43.85%	44.62%	11.54%
2010	30.93%	55.67%	13.40%	28.72%	50.71%	20.57%
2011	20.48%	68.67%	10.84%	20.45%	58.18%	21.36%

Manufacturing - Actual				Technology - Actual			Other Business - Actual		
Number of Employees				Number of Employees			Number of Employees		
	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase
2008	16.00%	56.00%	28.00%	30.00%	40.00%	30.00%	23.91%	52.17%	23.91%
2009	63.37%	36.73%	9.90%	12.50%	50.00%	37.50%	47.74%	38.89%	13.33%
2010	28.69%	44.26%	27.05%	33.33%	33.33%	33.33%	28.72%	51.06%	20.21%
2011	14.77%	40.91%	44.32%	22.22%	66.67%	11.11%	19.39%	58.16%	22.45%

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Number of Employees by Target Market - 2011

- Consistent improvement across markets
- Stronger growth in firms targeting larger geographic markets.

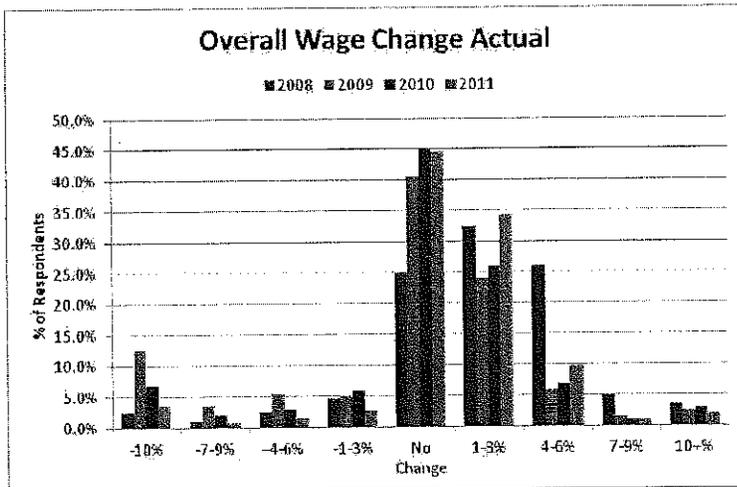
Milwaukee/Waukesha - Actual				Wisconsin - Actual		
Number of Employees				Number of Employees		
	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase
2008	25.48%	58.94%	15.59%	-	-	-
2009	42.52%	48.43%	9.06%	44.44%	43.21%	12.35%
2010	29.10%	55.73%	15.17%	33.33%	49.52%	17.14%
2011	20.42%	63.67%	15.92%	24.56%	49.12%	26.32%

Midwest - Actual				National - Actual		
Number of Employees				Number of Employees		
	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase
2008	20.97%	50.00%	29.03%	24.00%	44.00%	32.00%
2009	58.75%	23.75%	17.50%	27.26%	29.06%	13.68%
2010	27.03%	43.24%	29.73%	27.27%	39.67%	33.06%
2011	16.33%	44.90%	38.78%	14.58%	48.96%	36.46%

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Wages – 2011

- Statistically significant changes in 2011
- Fewer reductions; more increases
- Projected changes are flat for 2012



All-Projected			
Overall Wage Change			
	Decrease	Unchanged	Increase
2009	10.10%	31.75%	58.14%
2010	14.21%	45.42%	40.37%
2011	7.10%	43.00%	49.90%
2012	7.03%	45.38%	47.59%

All-Actual			
Overall Wage Change			
	Decrease	Unchanged	Increase
2008	9.37%	24.85%	65.78%
2009	28.68%	43.01%	28.31%
2010	18.00%	44.60%	37.40%
2011	8.62%	44.49%	46.89%

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Wages by Sector – 2011

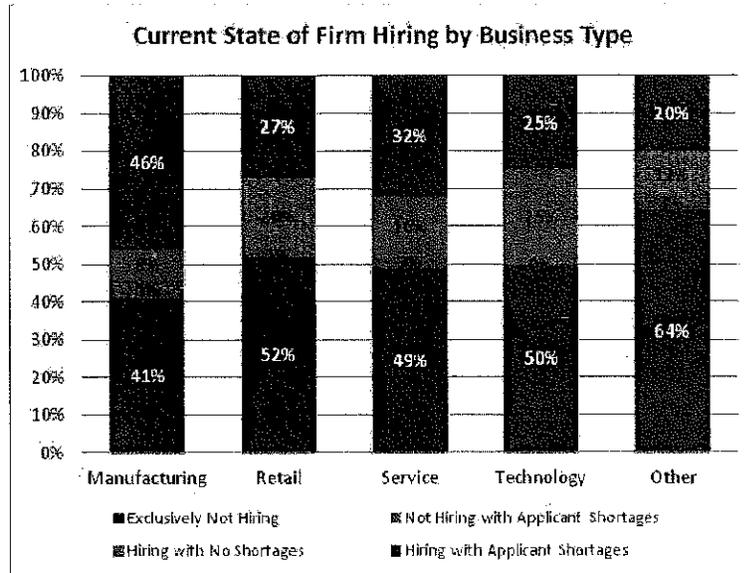
- Significant percentage of manufacturers seeing wage increases
- Fewer firms in retail and services seeing wage reductions

	Retail - Actual			Service - Actual		
	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase
2008	19.12%	35.29%	45.59%	8.68%	23.74%	67.58%
2009	33.85%	47.69%	18.46%	23.14%	40.30%	31.56%
2010	25.00%	48.96%	26.04%	18.73%	41.70%	39.58%
2011	12.05%	50.60%	37.35%	8.18%	43.64%	48.18%

	Manufacturing - Actual			Technology - Actual			Other Business - Actual		
	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase
2008	9.33%	17.33%	73.33%	20.69%	20.69%	58.62%	1.10%	29.67%	69.23%
2009	34.65%	44.55%	20.79%	6.25%	50.00%	43.75%	23.33%	43.33%	33.33%
2010	9.02%	49.18%	41.80%	22.22%	27.78%	50.00%	17.89%	46.32%	35.79%
2011	5.68%	34.09%	60.23%	11.11%	55.56%	33.33%	9.18%	48.98%	41.84%

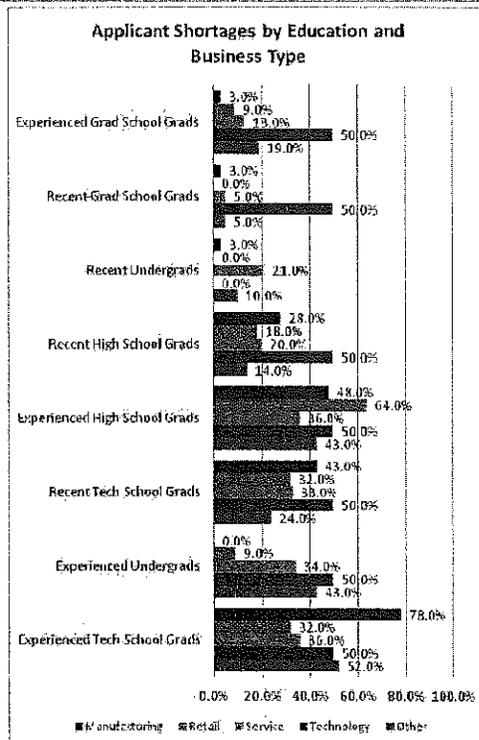
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Current Events Question: Qualified Job Applicants



Current Events Question: Shortage of Qualified Applicants

- Greatest shortages in technology and manufacturing
- 78% of manufacturers reporting shortages of experienced tech college graduates
- Consistent with state and national reports



Workforce Shortages not unique to Region

“HELP WANTED ON FACTORY FLOOR”

... The Wall Street Journal

“WISCONSIN’S WORKFORCE PARADOX: NAGGING UNEMPLOYMENT AND UNFILLED JOBS”

...WisBusiness

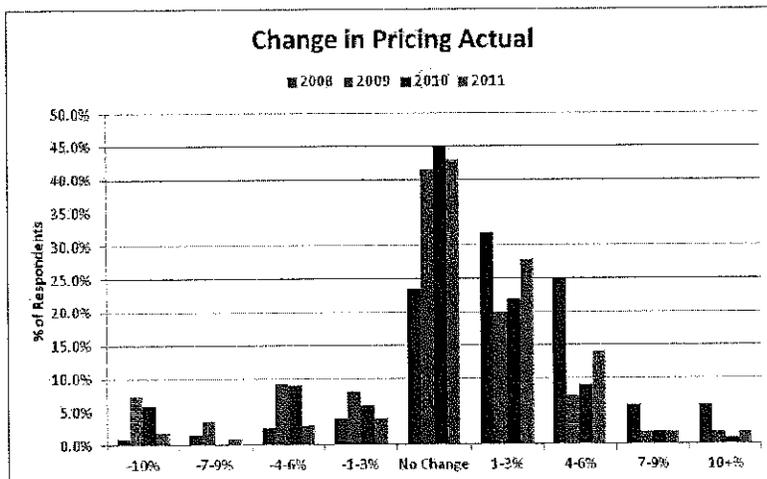
“FACTORY WORKERS HAVING TROUBLE FINDING WORKERS”

...CNN Money

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Change in Pricing – 2011

- Significantly more businesses reported increased prices
- Significantly more businesses projected to increase prices in 2012



All-Projected Change in Pricing			
	Decrease	Unchanged	Increase
2009	7.00%	28.60%	64.40%
2010	11.61%	47.57%	40.82%
2011	7.30%	47.30%	45.40%
2012	7.01%	40.08%	52.91%

All - Actual Change in Pricing			
	Decrease	Unchanged	Increase
2008	7.77%	23.11%	69.12%
2009	27.17%	41.04%	31.79%
2010	21.50%	42.80%	35.70%
2011	10.04%	42.97%	46.99%

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Change in Pricing by Target Market - 2011

- All target market segments showed increases
- Significant increases with larger, broader markets

Milwaukee/Waukesha - Actual				Wisconsin - Actual		
Change in Pricing				Change in Pricing		
	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase
2008	6.82%	19.70%	73.48%	-	-	-
2009	22.48%	39.92%	37.60%	34.57%	38.27%	27.16%
2010	20.06%	42.28%	37.65%	22.64%	42.45%	34.91%
2011	11.07%	47.40%	41.52%	12.50%	37.50%	50.00%

Midwest - Actual				National - Actual		
Change in Pricing				Change in Pricing		
	Decrease	Unchanged	Increase	Decrease	Unchanged	Increase
2008	12.30%	25.41%	62.30%	5.10%	30.61%	64.29%
2009	37.97%	37.97%	24.05%	25.22%	46.96%	27.83%
2010	27.03%	45.95%	27.03%	20.83%	42.50%	36.67%
2011	8.16%	32.65%	59.18%	7.29%	38.54%	54.17%

25

Looking Back - Looking Ahead Operating Costs - 2011

- No significant changes
- But over 60% of businesses reported increasing costs
- Projections show no change compared to 2011
- How realistic is that forecast?

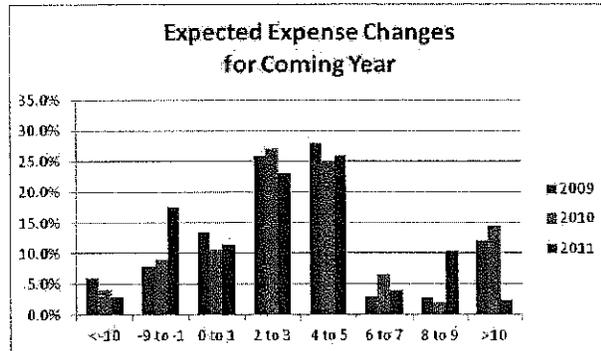
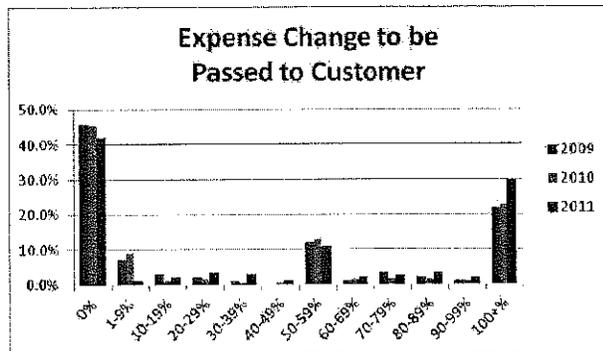
All - Projected			
Operating Costs as a % of Revenue			
	Decrease	Unchanged	Increase
2009	20.50%	18.22%	61.28%
2010	23.87%	31.77%	44.36%
2011	16.40%	27.20%	56.40%
2012	15.96%	27.27%	56.77%

All - Actual			
Operating Costs as a % of Revenue			
	Decrease	Unchanged	Increase
2008	20.90%	12.70%	66.39%
2009	38.81%	12.31%	48.88%
2010	30.30%	11.10%	58.60%
2011	25.45%	12.12%	62.42%

26

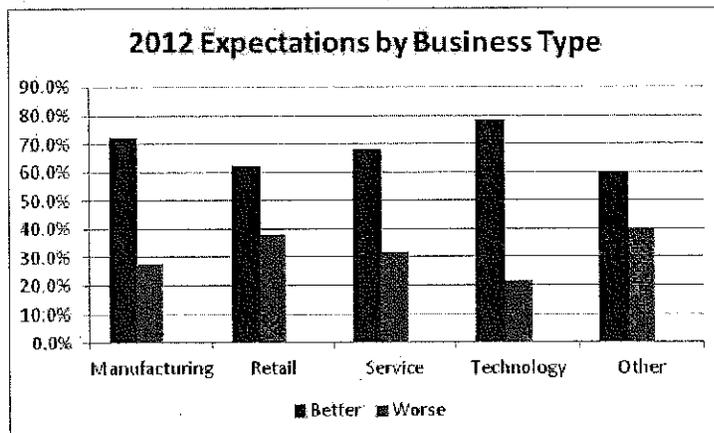
Expected Changes to Expenses - 2011

- Average increase of 3.84%
- Expectation of only 44.54% of the cost increase being passed onto customer



Looking Forward - 2012 Projections

- Technology and Manufacturing business to have strongest expectations
- In all sectors, optimists exceed pessimists by three to two margin
- Will hiring and wages increase?
- Will the improvements be broad based in 2012?



- Full reports for 2011 First Business Economic Surveys
 - Northeast Wisconsin
 - Dane County
 - Milwaukee & Waukesha Counties
- Cross Regional report available
- Prior year reports

The screenshot shows the website interface for the First Business Economic Survey. At the top, there is a search bar labeled 'Search the Resource Center' and a 'SEARCH' button. To the right is a 'Resource Center' sidebar with a tree view containing categories like 'Dane County', 'Milwaukee & Waukesha Counties', 'Northeast Wisconsin', 'Cross-Regional Comparison', 'Market Review', 'Economic Indicators', 'Business News & Articles', 'Industry News', 'Summaries & Reports', and 'Podcasts'. The main content area features a heading '2011 First Business Economic Forums Announced' and a sub-heading 'December 13 - Milwaukee and Waukesha Counties - View Details & Register'. Below this, there is a list of speakers and moderators, including Tom Hefty, Lynn Sprangers, Kent Lorenz, Christine Holloway, JoAnne Brandes, and Greg Marcus.



Panel Discussion

Kent Lorenz

President of the Midwest Region of Ellison Technologies

Christine Holloway

Vice President of Converged Infrastructure Solutions at CDW

JoAnne Brandes

Retired Executive Vice President, CAO and General Counsel of Johnson Diversey, Inc.

Greg Marcus

President & CEO of The Marcus Corporation

Tom Hefty

Retired Chairman & CEO of Cobalt Corporation, and its subsidiary, BlueCross BlueShield United of Wisconsin

Moderator: Lynn Sprangers

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APPROVAL <i>SLW</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/20/2011
ORGANIZATIONAL BUSINESS	Appointment of Inspectors of Election	ITEM NUMBER <i>E.1.</i>

Pursuant to §7.30(4), Stats., the following are Mayoral appointments of inspectors of election and alternates for 2012-2013:

Ankerson, Gail	Farchione, Patricia	Nelson, June
Arneson, Erin	Fleischman, Cynthia	Nickerson, Anita
Aschenbrenner, Heidi	Fratrick, Lois	Nickerson, Philip
Aschenbrenner, John	Grabowski, Sandra	Olson, Beverly
Aschenbrenner, Muriel	Graef, Patricia	O'Malley, James
Barnes, Ann	Gross, Bill	O'Malley, Shelley
Barnhart, Sandra	Gross, Jean	Patton, Sandra
Bartnicki, James	Gurschke, Betty Jo	Peer-Drake, Olianna
Bartnicki, Mary	Gutmann, Annabelle	Pepke, Mary
Bennett, Kathleen	Hintzke, Robert	Raduege, Terry
Barber, Mike	Hoffer, Leo	Reikowski, Ronald
Bellin, Bernard	Herubin, Judy	Rick, Dolores
Boinski, Nannette	Kammers, Shirley	Rivedal, Kathryn
Borgwardt, Darlene	Kauth, Janice	Rydesky, Beth
Bosch, Dorothy	Kerr, Susan	Scharr, Marie
Brunner, Carol	Klase, Mae	Schauer, Diane
Brunner, John	Koehler, Richard	Schroeder, Mary
Cannon, Wesley	Koehler, Shirley	Smikowski, Theresa
Christensen, Kurt	Lange, Cathy	Spang, Rose
Christensen, Sue	Lange, Roger	Terp, Cindy
Czajkowski, Yvonne	Lewandowski, Connie	Thomas, Barbara
Davids, Bonita	Litwin, Layne	Trejo, Mary Jo
DeMotto, Mary	Manning, Carol	Walsh, Kathryn
Dicks, Mary	Marks, Kathleen	Weise, Jaylene
Diedrich, Becky	Meyer, Albert	Witkowski, Judith
Dobbs, Barbara	Meyer, Shirley	Witkowski, Wayne
Eddy, Maxine	Miller, Linda	Zalewski, Patricia
Eddy, Richard	Munoz, Heather	Ziebart, Joan
Erickson, Donna	Nelson, Jackie	

COUNCIL ACTION REQUESTED

Motion to confirm Mayoral appointments of inspectors of election and alternates as submitted for 2012-2013.

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F.1.

PETITION FOR HOOKING UP TO SEWER INTERCEPTOR IN FRANKLIN, WISCONSIN

2011 DEC 13 10:30
slw

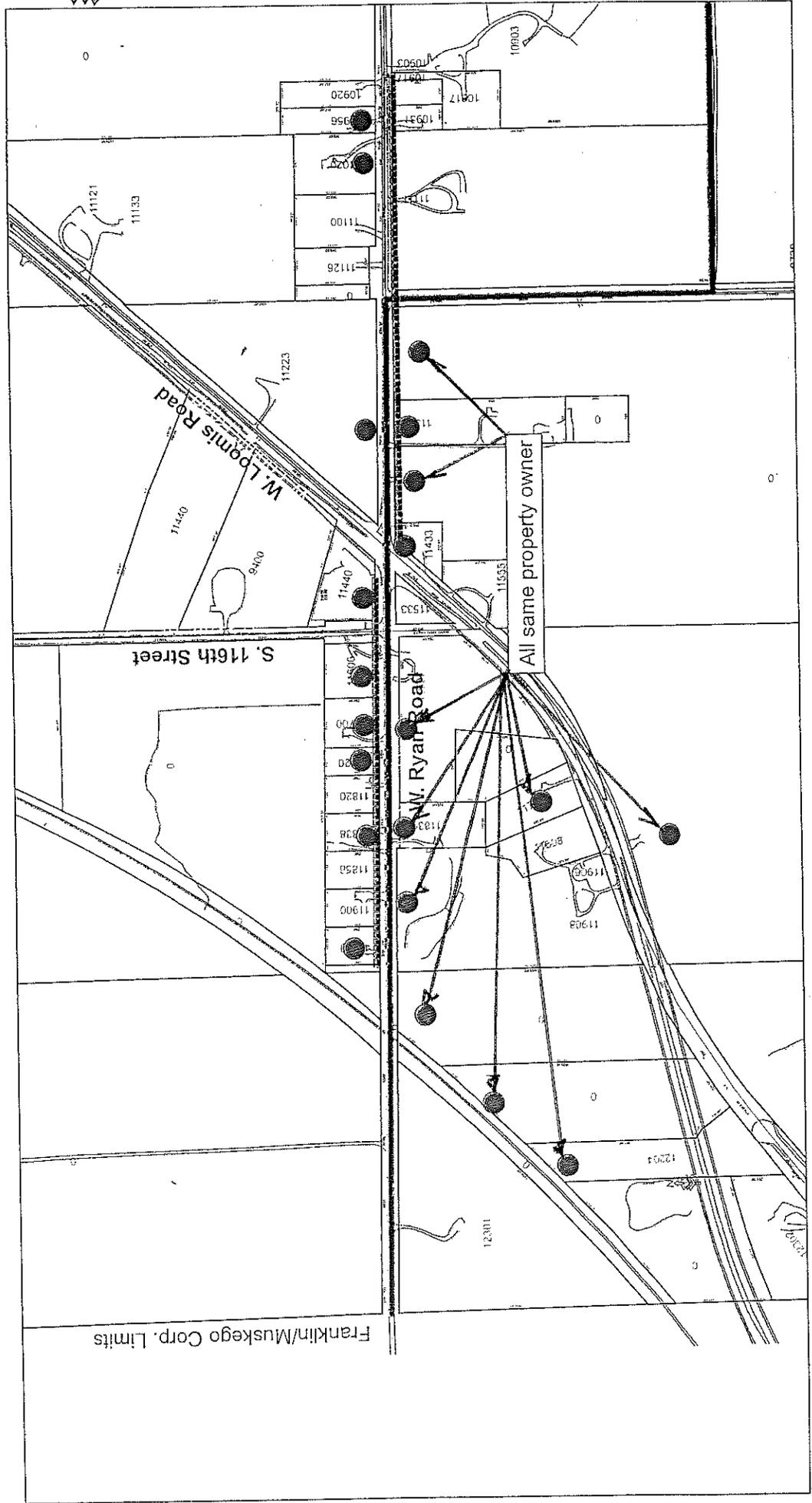
We, the taxpayers of the city Franklin, Wisconsin, would like to petition that we be allowed to connect to the sewer interceptor that is being placed in our neighborhood.

NAME Please print & sign name	ADDRESS	TELEPHONE NO.	DATE
MICHAEL ZOLECKI <i>Michael Zolecki</i>	11835 W. RYAN Rd FRANKLIN WI.	425-8593	12/2/11
JOANNE ZOLECKI <i>Joanne Zolecki</i>	Loomis Rd. PROPERTIES LLC	331-2529	12/3/11
JOHN G. LEMKE <i>John G. Lemke</i>	11440 W. LOOMIS RD FRANKLIN	(414) 425-5100	12/2/11
JOHN G. LEMKE <i>John G. Lemke</i>	11223 W. LOOMIS RD FRANKLIN	(414) 425-5100	12/2/11
Ethene Magarich <i>Ethene Magarich</i>	11327 W RYAN Rd "	414-425-0238	12/2/11
Darrell J. Johnson <i>Darrell J. Johnson</i>	10956 W. RYAN Rd.	414-425-4722	12/3/11
Eric Balcerowski <i>Eric Balcerowski</i>	11930 W. Ryan Rd.	414-427-5202	12/5/11
DONALD R. TISCHER <i>Donald R. Tischer</i>	11606 W RYAN	425-4171	
JOHN SIFUENTES <i>John Sifuentes</i>	11938 W RYAN RD	525-1141	12/3/11
Jany Merritt <i>Jany Merritt</i>	11700 W, Ryan Rd.	213-8319	12/7/11
James Luscombe <i>James Luscombe</i>	11020 W Ryan Rd	414-813-2526	
Tom Benning <i>Tom Benning</i>	11433 W RYAN Rd 11720 W RYAN Rd	414-313-2234 414-418-7812	12/8/11 12/13/11
I personally circulated this petition and obtained each of the signatures on this paper.			
Dated 12/13/2011		<i>Tom Benning</i>	

TOM BENNING

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PETITION FOR SANITARY SEWER ON W. RYAN ROAD



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On Dec 1, 2011, at 11:50 AM, "Ted Kafkas" <tedkafkas@hotmail.com> wrote:

Honorable Mayor Taylor, Alderman Olson, Mr. Schaefer and Mr. Dietl,

I am writing to you about a pedestrian/bicycle safety concern for Puetz Road (between 76th St. and HWY 100).

I assume that you heard that another person has been hit by a car on Puetz Road. This time, I understand that a young Franklin Middle School girl was hit by a car as she was walking. I understand this young girl was in the ICU at Children's Hospital and she has a skull fracture. This was a terrible tragedy.

Puetz Road (between 76th St. and HWY 100) has the following problems:

1. No place for people to walk
2. No gravel shoulder
3. Brush/trees encroaching onto the shoulder
4. Blind spots from topography (hills) and brush/trees

Many children and resident live in this area. Many subdivisions are landlocked except that Puetz is the main road in/out going East/West. Due to the heavy population in the area, many people walk and bike on this road.

I have raised this issue of pedestrian/bike safety in the past to the City of Franklin.

I respectfully request that you take a drive on this road and see for yourself my concerns. However, please note that the leaves are gone from the brush/trees now that it is December.

I also please request the following:

1. The City put an asphalt path or a simple path on one side of Puetz Road (between 76th St. and HWY 100).
2. Alternatively, you put a much larger gravel shoulder on Puetz Road (between 76th St. and HWY 100).

Would you please confirm your receipt of this email?

Thank you for your time and attention to this matter.

Respectfully,

Ted Kafkas

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F.3.



City of Franklin

Engineering Department

9229 West Loomis Road, Franklin, Wisconsin 53132-9630 (414) 425-7510 Fax: (414) 425-3106

December 13, 2011

The Honorable Tom Taylor
9229 W. Loomis Road
Franklin, WI 53132

RE: OAK CREEK SEWER AND WATER UTILITY RATE INCREASE

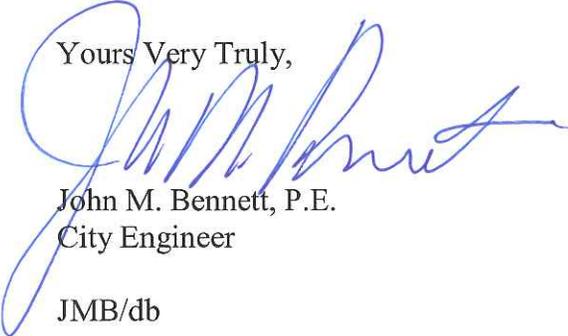
Dear Mayor Taylor:

Please be advised that the Oak Creek Sewer and Water Utility has petitioned the Wisconsin Public Service Commission (PSC) for a wholesale rate increase which would increase the cost of purchased water to the City of Franklin by 36.4 percent. The net effect being an 18.2 increase in Franklin's water rates.

The Franklin Board of Water Commissioners has taken action to contest this rate increase by putting together a team of experts to analyze the rate increase and develop the necessary information to oppose this wholesale rate increase.

A meeting has been held with the staff of the PSC who strongly recommended that the two communities try to work out their differences. This meeting has now been scheduled for January 11, 2012. If a mutual agreement acceptable to the Franklin Board of Water Commissioners cannot be reached, the Board intends to proceed to a contest case before the PSC. It does appear to staff that Oak Creek Sewer and Water Utility is trying to shift cost from their retail Oak Creek customers to their wholesale customers.

Yours Very Truly,



John M. Bennett, P.E.
City Engineer

JMB/db

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>SLW</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/20/11</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN AND CERTIFIED SURVEY MAP FOR M & J 4K FAMILY LIMITED PARTNERSHIP (RIVERWOOD PROFESSIONAL PARK) (3030 AND 3130 WEST RAWSON AVENUE)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.I.</i></p>

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 Site Plan and Certified Survey Map for M & J 4K Family Limited Partnership (Riverwood Professional Park) (3030 and 3130 West Rawson Avenue), subject to technical corrections by the City Attorney.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2011-_____, a resolution authorizing certain officials to accept a Conservation Easement for and as part of the review and approval of a Site Plan and Certified Survey Map for M & J 4K Family Limited Partnership (Riverwood Professional Park) (3030 and 3130 West Rawson Avenue), subject to technical corrections by the City Attorney.

RESOLUTION NO. 2011-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN AND CERTIFIED SURVEY MAP FOR M & J 4K FAMILY LIMITED PARTNERSHIP (RIVERWOOD PROFESSIONAL PARK) (3030 AND 3130 WEST RAWSON AVENUE)

WHEREAS, the Plan Commission having approved a Site Plan and Certified Survey Map upon the application of M & J 4K Family Limited Partnership, on August 18, 2011, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the young woodlands and wetland buffer 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 Site Plan and Certified Survey Map 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 Site Plan and Certified Survey Map; 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 M & J 4K Family Limited Partnership, 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.

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 _____, 2011.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2011.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO ACCEPT A CONSERVATION EASEMENT ***
M & J 4K FAMILY LIMITED PARTNERSHIP
RESOLUTION NO. 2011- _____

Page 2

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

RIVERWOOD PROFESSIONAL PARK

This Conservation Easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and M & J 4K Family Limited Partnership, a Limited Partnership, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement hereinafter referred to as "Conservation Easement", together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, Southeast ¼ and Southwest ¼ of the Southeast ¼ of Section 1, Township 5 North, Range 21 East, described in Exhibit A ("Property"), which includes the Conservation Easement, described in Exhibit B, and depicted in Exhibit C attached hereto and hereby made a part hereof ("Protected Property"); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the Protected Property including, without limitation, young woodlands and wetland buffers, and reference to Natural Resource Investigation by, McClure Engineering Associates, Inc., dated September 18, 2011, which is located in the office of the Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

WHEREAS, Grantee is a "holder", as contemplated by §700.41(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62.23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the Conservation Easement on, over, and across the Protected Property, desire to conserve the natural values thereof and prevent the use or development of the Protected Property for any purpose or in any manner inconsistent with the terms of this Conservation Easement; and

WHEREAS, the Grantee is willing to accept this Conservation Easement subject to the reservations and to the covenants, terms, conditions, and restrictions set out herein and imposed hereby;

WHEREAS, BMO Harris Bank, N.A., mortgagee of the Property ("Mortgagee") consents to the conveyance of this Conservation Easement by Grantor to Grantee and Mortgagee's consent attached hereto and identified as "Mortgage Holder Consent".

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a Conservation Easement in perpetuity on, over, and across the Protected Property.

Grantee's rights hereunder shall consist solely of the following:

1. To view the Protected Property in its natural, scenic, and open condition;
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and
3. To enter the Protected Property at all reasonable times for the purpose of inspecting the Protected Property to determine if the Grantor is complying with the covenants and conditions of this grant.

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the Protected Property in perpetuity, namely, that, on, over, or across the Protected Property, the Grantor, without the prior consent of the Grantee, shall not:

1. Construct or place buildings or any structure;
2. Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the Protected Property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
3. Excavate, dredge, grade, mine, drill, or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste, or other landscape materials, ashes, garbage, or debris;
5. Plant any vegetation not native to the Protected Property or not typical wetland vegetation; and
6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

To have and to hold this Conservation Easement unto the Grantee forever. Except as expressly limited herein, the Grantor reserves all rights as owner of the Protected Property, including, but not limited to, the right to use the Protected Property for all purposes not inconsistent with this grant. Grantor shall be responsible for the payment of all general property taxes levied, assessed, or accruing against the Protected Property pursuant to law.

The covenants, terms, conditions, and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the Protected Property in perpetuity. This grant may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns. Notices to the parties shall be personally delivered or mailed by U.S. Mail registered mail, return receipt requested, as follows:

To Grantor:
M & J 4K Family Limited Partnership
Michael Dilworth
8575 W. Forest Home Avenue
Greenfield, WI 53228

To Grantee:
City of Franklin
Office of the City Clerk
9229 W. Loomis Road
Franklin, Wisconsin 53132

In witness whereof, the Grantor has set its hand and seals this on this date of _____, 20__.

M & J 4K Family Limited Partnership

By: _____
Michael Dilworth

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the _____ day of _____, A.D. 20__ by Michael Dilworth To me known to be the person(s) who executed the foregoing Conservation Easement and acknowledged the same as the voluntary act and deed of said M & J 4K Family Limited Partnership.

Notary Public

My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, BMO Harris Bank, N.A., ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on November 15, 2005, as Document No. 09131815, hereby consents to the execution of the foregoing Conservation Easement and its addition as a title encumbrance to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

BMO Harris Bank, N.A.

By: _____

Name: Matt Sell

Title: Vice President

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20__, before me, the undersigned, personally appeared Matt Sell, Vice President of BMO Harris Bank, N.A., and acknowledged that he executed the foregoing instrument on behalf of said Bank, by its authority and for the purposes therein contained.

Name: _____

Notary Public, State of Wisconsin

My commission expires _____

Exhibit A
Description of Property

That part of the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Southeast $\frac{1}{4}$ of said Section; thence S87°28'38"W along the South line of said $\frac{1}{4}$ Section 1218.41 feet; thence N00°06'34"E 68.69 feet to the point of beginning, said point also being on the North line of W. Rawson Avenue; thence S87°28'38"W along the North line of said Avenue 536.44 feet; thence N00°06'34"E 179.38 feet; thence N87°29'13"E 536.44 feet; thence S00°06'34"W 179.29 feet to the point of beginning.

Containing 2.21 acres of land more or less.

Exhibit B
Description of Easement

Part of the Southeast ¼ and Southwest ¼ of the Southeast ¼ of Section 1, Township 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Southeast ¼ of said Section; thence S87°28'38"W along the South line of said ¼ Section 1218.41 feet; thence N00°06'34"E 68.69 feet to a point on the North line of W. Rawson Avenue; thence S87°28'38"W along the North line of said Avenue 536.44 feet; thence N00°06'34"E 8.87 feet to the point of beginning; thence continuing N 00°06'34"E 170.60 feet; thence N87°29'13"E 67.42 feet; thence Westerly along an arc of a curve, whose center lies to the North, whose radius is 30.00 feet, whose chord bears S63°50'16.5"W 29.64 feet, a distance of 31.00 feet to a point of tangency; thence N86°33'44"W 15.73 feet; thence S24°18'50"W 19.36 feet; thence N16°30'05"W 21.09 feet; thence S03°47'35"W 33.45 feet; thence S05°21'54"W 7.07 feet; thence S15°59'26"E 6.73 feet to a point of curvature; thence Southerly along an arc of a curve, whose center lies to the West, whose radius is 30.00 feet, whose chord bears S04°49'44.5"E 11.61 feet a distance of 9.35 feet to a point of tangency; thence S06°19'57"W 16.63 feet; thence S32°47'44"E 7.76 feet; thence S36°36'57"W 10.43 feet to a point of curvature; thence Southwesterly along an arc of a curve, whose center lies to the Northwest, whose radius is 30.00 feet, whose chord bears S24°08'46.5"W 9.32 feet, a distance of 9.35 feet; thence S24°06'55"E 34.72 feet; thence S28°53'25"E 21.42 feet; thence S28°53'25"E 21.42 feet; thence S41°47'01"W 13.61 feet; thence S75°18'34"W 19.82 feet to the point of beginning.

Containing 2,680 Square feet.

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 1-5-21
 CONC. MON W/BRASS CAP
 N-340,618.02
 E-2,546,491.13

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	30.00'	31.00'	29.64'	S63°50'16.5"W	59°11'59"
C2	30.00'	11.69'	11.61'	S04°49'44.5"E	22°19'23"
C3	30.00'	9.35'	9.32'	S24°08'46.5"W	17°51'59"

UNPLATTED LAND
 OWNER: MILWAUKEE CO.
 ZONED: FW

CONSERVATION EASEMENT

WETLAND LOCATED BY STANTEC ON 8-10-11

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°29'13"E	67.42'
L2	N86°33'44"W	15.73'
L3	S24°18'50"W	19.36'
L4	N16°30'05"W	21.09'
L5	S03°47'35"W	33.45'
L6	S05°21'54"W	7.07'
L7	S15°59'26"E	6.73'
L8	S06°19'57"W	16.63'
L9	S32°47'44"E	7.76'
L10	S36°36'57"W	10.43'
L11	S24°06'55"E	34.72'
L12	S28°53'25"E	21.42'
L13	S41°47'01"W	13.61'
L14	S75°18'34"W	19.82'
L15	N00°06'34"E	170.60'

N00°06'34"E - 179.38'

L15

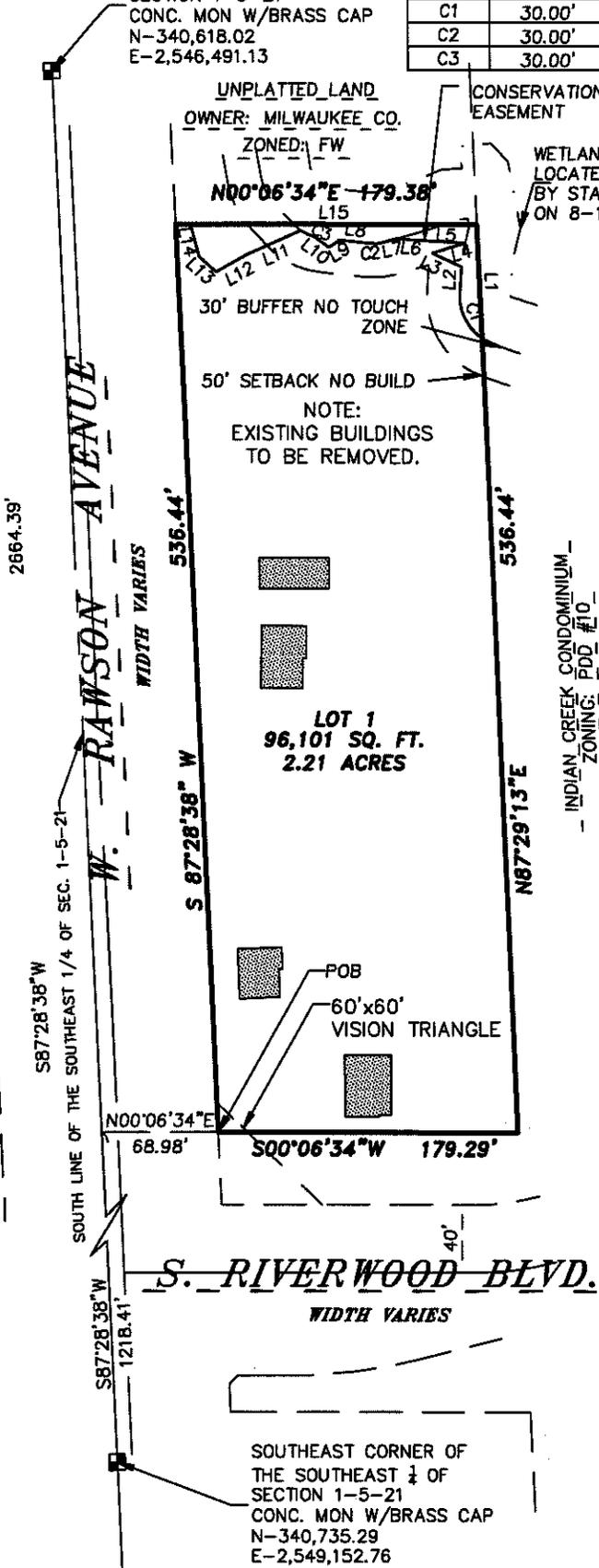
30' BUFFER NO TOUCH ZONE

50' SETBACK NO BUILD

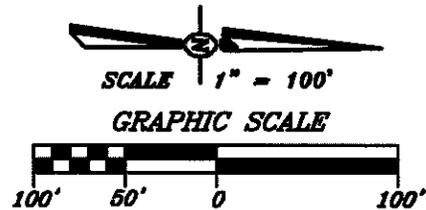
NOTE:
 EXISTING BUILDINGS TO BE REMOVED.

LOT 1
 96,101 SQ. FT.
 2.21 ACRES

POB
 60'x60' VISION TRIANGLE



CONSERVATION EASEMENT DETAIL



SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 1-5-21
 CONC. MON W/BRASS CAP
 N-340,735.29
 E-2,549,152.76

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>SLW</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/20/11</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION TO AMEND RESOLUTION NO. 2001-5187 IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR AN AUTOMOBILE DEALERSHIP FOR PROPERTY LOCATED AT 6420 SOUTH 108TH STREET TO ALLOW FOR AN EXPANSION OF THE USE (BOUCHER VOLKSWAGEN, INC., APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.2.</i></p>

At their meeting on December 8, 2011, the Plan Commission recommended approval of a resolution to amend Resolution No. 2001-5187 imposing conditions and restrictions for the approval of a Special Use for an automobile dealership for property located at 6420 South 108th Street to allow for an expansion of the use (Boucher Volkswagen, Inc., Applicant).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2011-_____, a resolution imposing conditions and restrictions for the approval of a Special Use for an automobile dealership for property located at 6420 South 108th Street to allow for an expansion of the use (Boucher Volkswagen, Inc., Applicant).

RESOLUTION NO. 2011-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2001-5187 IMPOSING
CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE
FOR AN AUTOMOBILE DEALERSHIP FOR PROPERTY LOCATED AT
6420 SOUTH 108TH STREET TO ALLOW FOR AN EXPANSION OF THE USE
(BOUCHER VOLKSWAGEN, INC., APPLICANT)

WHEREAS, Boucher Volkswagen, Inc. having petitioned the City of Franklin for the approval of an amendment to Resolution No. 2001-5187, conditionally approving a Special Use to allow for the operation of an automobile dealership upon property located at 6420 South 108th Street, such property being zoned B-2 General Business District, more particularly described as follows:

A redivision of Lots 1, 2 and 3, Whitnall Edge Subdivision in the Northwest 1/4 of the Northwest 1/4 of Section 5, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said 1/4 Section, thence South 00°26'45" East along the West line of said 1/4 Section 657.40 feet to a point; thence North 88°00'09" East 77.32 feet to a point on the South line of Venture Drive and the point of beginning of lands to be described; thence North 88°00'09" East along said South line and it's Easterly extension 660.68 feet to a point; thence South 01°33'25" East 536.33 feet to a point on the North line Whitnall Edge Road; thence Northwesterly along said North line 242.33 feet on an arc of a curve whose center lies to the North, having a radius of 555.00 feet, chord bearing North 75°15'15" West 240.41 feet to a point; thence North 62°44'45" West along said North line 180.00 feet; thence Northwesterly along said North line 164.38 feet on an arc of a curve whose center lies to the South, having a radius of 340.00 feet, chord bearing North 76°35'45" West 162.78 feet to a point; thence South 89°33'15" West along said North line 95.52 feet to a point on the East line of South Lovers Lane Road; thence Northerly along said East line 334.02 feet on an arc of a curve whose center lies to the East, having a radius of 2,221.83 feet, chord bearing North 04°53'43" West 333.71 feet to the point of beginning. Containing 6.3439 acres of land; Tax Key Numbers: 705-0001-003 and 705-0003-000; and

WHEREAS, such proposed amendment being for the purpose of expanding the existing Boucher Volkswagen, Inc. automobile dealership building by approximately 13,884 square feet, removing 25 of the existing 274 parking stalls and adding 207 new parking stalls; and

BOUCHER VOLKSWAGEN, INC. – AMENDMENT TO SPECIAL USE
RESOLUTION NO. 2011-_____

Page 2

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 8th day of December, 2011, and the Plan Commission thereafter having determined to recommend that the proposed amendment to Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed amendment to 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 recommendations and also having found that the proposed amendment to 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 Boucher Volkswagen, Inc. for the approval of an amendment to 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 amendment to Special Use is approved only for the expanded use of the subject property by Boucher Volkswagen, Inc., successors and assigns, as an automobile dealership, which shall be developed in substantial compliance with and constructed, operated and maintained by Boucher Volkswagen, Inc., pursuant to those plans City file-stamped November 28, 2011 and annexed hereto and incorporated herein as Exhibit A.
2. Boucher Volkswagen, Inc., 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 consultants to the City of Franklin, for the Boucher Volkswagen, Inc. building and parking facilities expansion construction project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

BOUCHER VOLKSWAGEN, INC. – AMENDMENT TO SPECIAL USE
RESOLUTION NO. 2011-_____

Page 3

3. The approval granted hereunder is conditional upon Boucher Volkswagen, Inc. and the Boucher Volkswagen, Inc. building and parking facilities expansion construction project for the property located at 6420 South 108th 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.

BE IT FURTHER RESOLVED, that in the event Boucher Volkswagen, Inc., successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this amendment to 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 additional 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 an amendment to such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance, and that all of the terms and conditions of Resolution No. 2001-5187, not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

BE IT FURTHER RESOLVED, Pursuant to §15-9.0103G. of the Unified Development Ordinance, the additional 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.

BOUCHER VOLKSWAGEN, INC. – AMENDMENT TO SPECIAL USE
RESOLUTION NO. 2011-_____

Page 4

Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2011.

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2011.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of December 8, 2011

Special Use and Certified Survey Map

RECOMMENDATION: City Development Staff recommends approval of the Special Use Amendment and Certified Survey Map requests for Boucher Volkswagen, Inc., an automobile dealership & service center located at 6420 South 108th Street, subject to the conditions in the draft resolution.

Project Name:	Boucher Volkswagen Special Use Amendment
Project Address:	6420 South 108 th Street
Applicant:	Boucher Volkswagen, Inc.
Agent:	Kean Kemnitz, Professional Consultants, Inc.
Property Owner:	Boucher Holdings, LLC
Current Zoning:	B-2 General Business District
2025 Comprehensive Master Plan	Commercial
Use of Surrounding Properties:	KinderCare Day Care, an office building and mini-warehousing storage to the north; Garden Plaza commercial center to the south; Whitnall Edge multifamily condominiums to the east; and Hiller Ford to the west
Applicant Action Requested:	Recommendation of Approval for the proposed Special Use Amendment and Certified Survey Map (CSM)

INTRODUCTION & BACKGROUND:

On November 7, 2011 Boucher Volkswagen, Inc. filed a Special Use Amendment Application with the Department of City Development, requesting approval to construct a 13,701 square foot building addition to the existing Boucher Volkswagen automobile dealership & service center and to expand its parking facilities onto the abutting vacant parcel to the east. The applicant concurrently submitted a Certified Survey Map (CSM) Application, requesting approval to combine the two existing parcels into one lot.

On April 17, 2001, the City of Franklin Common Council adopted Ordinance No. 2001-5187, approving a Special Use for the 16,060 square foot Volkswagen automobile dealership & service center. The subject property is located on the east side of Highway 100, between Venture Drive (to the north) and Whitnall Edge Road (to the south).

PROJECT DESCRIPTION AND ANALYSIS:

Special Use:

The applicant is proposing to construct a building addition totaling 13,701 square feet on the north and south sides of the existing 16,060 square foot Volkswagen automobile dealership building and to increase the property's parking capacity by 177 parking spaces. (The existing site currently has 274 parking spaces). The proposed building expansion will increase the size of the existing automobile showroom and service area. These improvements are needed to accommodate Boucher Volkswagen's growth in Franklin. According to the submitted letter of intent, the expansion will create approximately 20 jobs.

The additional parking spaces will primarily be used for vehicle display. According to the site plan, most of the vehicle display parking spaces will not meet the minimum length requirements prescribed by Section 15-5.0202B of the Unified Development Ordinance (i.e., the stalls will have a length of 18 feet, rather than 20 feet). In addition, most of the vehicle display parking spaces will be stacked front-to-back to maximize parking capacity, a design that does not meet the ingress and access requirements set forth in Section 15-5.0202A of the Unified Development Ordinance (UDO). The applicant is asking for approval to deviate from the UDO's parking requirements with this Special Use request.

As part of this project, Boucher Volkswagen, Inc. is proposing to add a driveway access point to Whitnall Edge Road and to relocate the refuse enclosure. The unusable driveway curb cut approaches located along Whitnall Edge Road will be removed.

Existing hours of operation for vehicle sales are from 9:00 A.M. to 9:00 P.M. Monday through Friday, and from 9:00 A.M. to 5:00 P.M. on Saturday. Existing hours of operation for vehicle service are from 7:00 A.M. to 6:00 P.M. Monday through Friday and from 7:00 A.M. to 1:00 P.M. on Saturday. Boucher Volkswagen, Inc. is not proposing to change its hours of operation with this request.

Elevations:

The proposed building elevations will match the colors, materials and finish of the existing building.

Landscaping:

The B-2 General Business District requires new development to have a minimum Landscape Surface Ratio (LSR) of 0.35 or an Alternative LSR of 0.25 with required mitigation, as set forth in Section 15-5.0302E of the UDO. According to this section of the UDO, the alternative LSR option requires 30% additional plantings and larger plant sizes (i.e., shade trees must have a minimum caliper of three inches, decorative trees must have a minimum caliper of two inches and evergreen trees must have a minimum height of six feet). The applicant is proposing to use the Alternative LSR planting requirements for this project, but is basing minimum planting requirements on the total number of proposed parking spaces reserved for customers, employees and vehicles that need service, rather than the total number of proposed parking spaces. The applicant is excluding vehicle display parking spaces, which is consistent with the methods used to calculate planting quantities in the previous Special Use approval. The submitted landscape plans identify a total of 16 shade trees, 42 evergreen trees, 10 arbor vitae and 87 shrubs within the property limits.

All of the specified evergreen trees and arbor vitae are proposed within the 41-foot wide landscape bufferyard (berm) located along the east property line. The approximately 10-foot high berm will be

constructed above a retaining wall and should help decrease any potential noise and lighting impacts on the abutting residential properties from the expanded parking lot.

Outdoor Lighting:

Boucher Volkswagen, Inc. is proposing to install several new pole lights within the expanded parking lot area and to add building-mounted light fixtures to the building exterior. The pole lights near the east property line will have a height of 10 feet, and the pole lights within the interior of the site will have a height of 18 feet. The applicant has indicated that all pole-mounted luminaires are specified to be full cut-off and that house side shields will be attached to the pole lights that are proposed near the east side of the property. According to the photometric plans, no light will trespass onto the abutting residential properties to the east.

Section 15-3.0701(A) and (C) of the UDO contains the General Standards and Considerations that must be examined for each proposed Special Use prior to granting approval. Staff believes that the proposed Special Use meets these requirements, and that it should not have a detrimental effect on the general health, welfare, safety, and convenience of persons residing or working near the business.

Certified Survey Map (CSM):

The applicant is requesting approval to combine the two existing parcels into one 6.34-acre lot through a Certified Survey Map. By combining the lots, the applicant will be able to develop the entire property in a unified fashion.

Natural Resource Protection Plan (NRPP):

When the original NRPP was reviewed in 2001, the areas of steep slopes on the property were not classified as a protected natural resource. Staff and the applicant believe that the small area of steep slopes on the property were formed through previous grading activity.

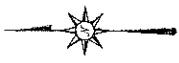
STAFF RECOMMENDATION:

City Development Staff recommends approval of the Special Use Amendment and Certified Survey Map requests for Boucher Volkswagen, Inc., an automobile dealership & service center located at 6420 South 108th Street, subject to the conditions in the draft resolution.

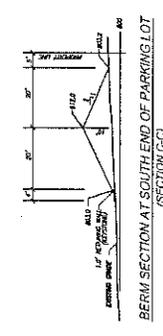
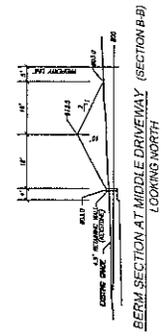
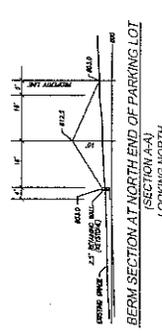
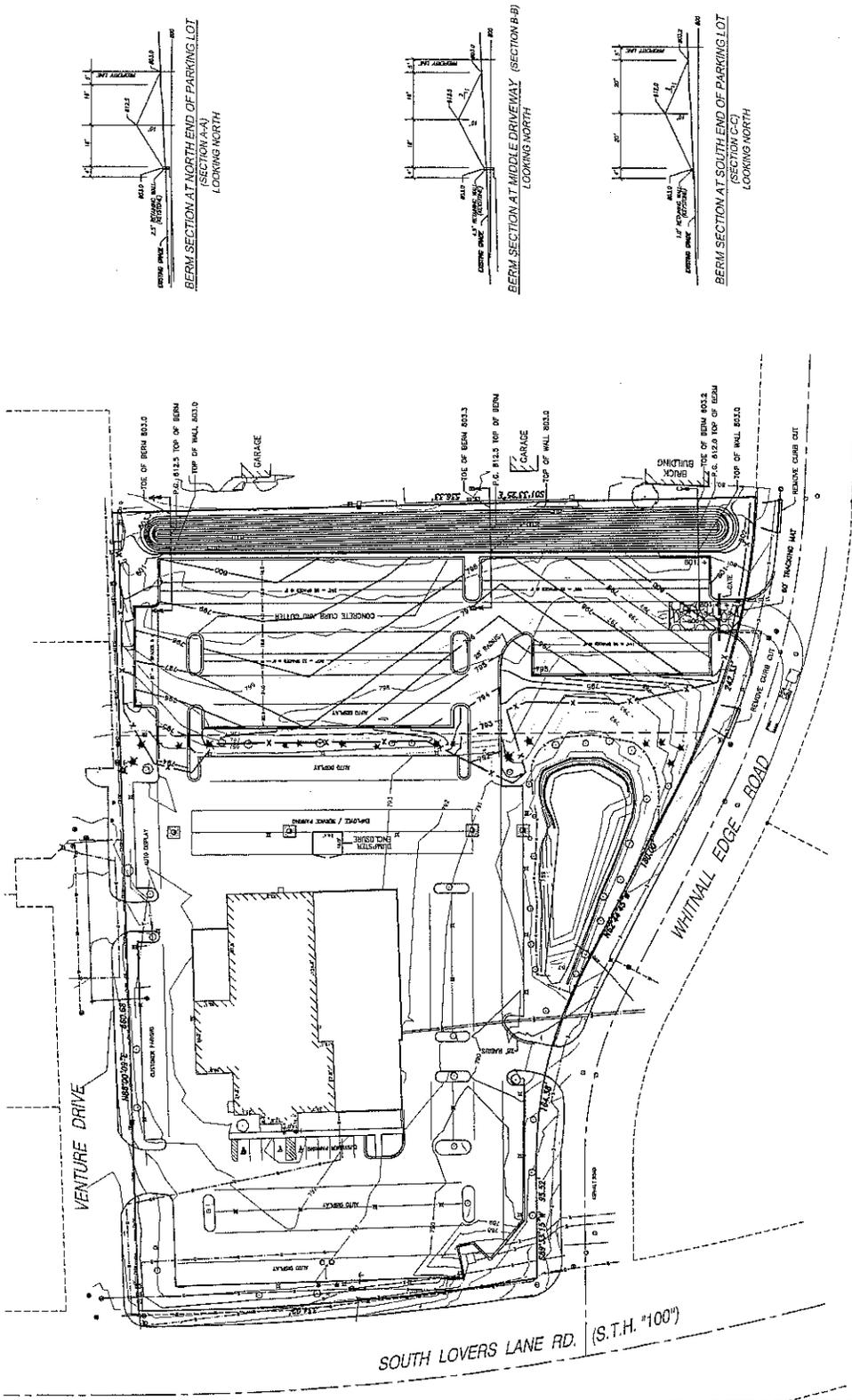
GRADING & EROSION CONTROL PLAN
 FRANKLIN, WISCONSIN
 BOUCHER VOLKSWAGEN
 SITE ENGINEERING SERVICES

Site Engineering Services
 2920 Oakwood Road
 Franklin, WI 53128
 (262) 787-4600
 PROJECT NUMBER: 1203
 PROJECT NAME: BUCHER VOLKSWAGEN
 DATE: 11/25/2011

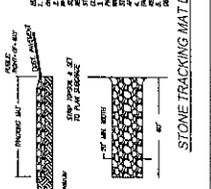
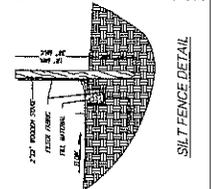
PROJECT TEAM	DATE
DESCRIPTION	
REVISION	
DATE	



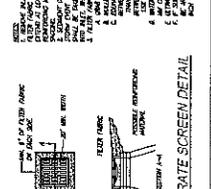
LEGEND
 100 EXISTING GRADE
 500 PROPOSED GRADE
 1000 PROPOSED GRADE
 10000 PROPOSED SILT FENCE



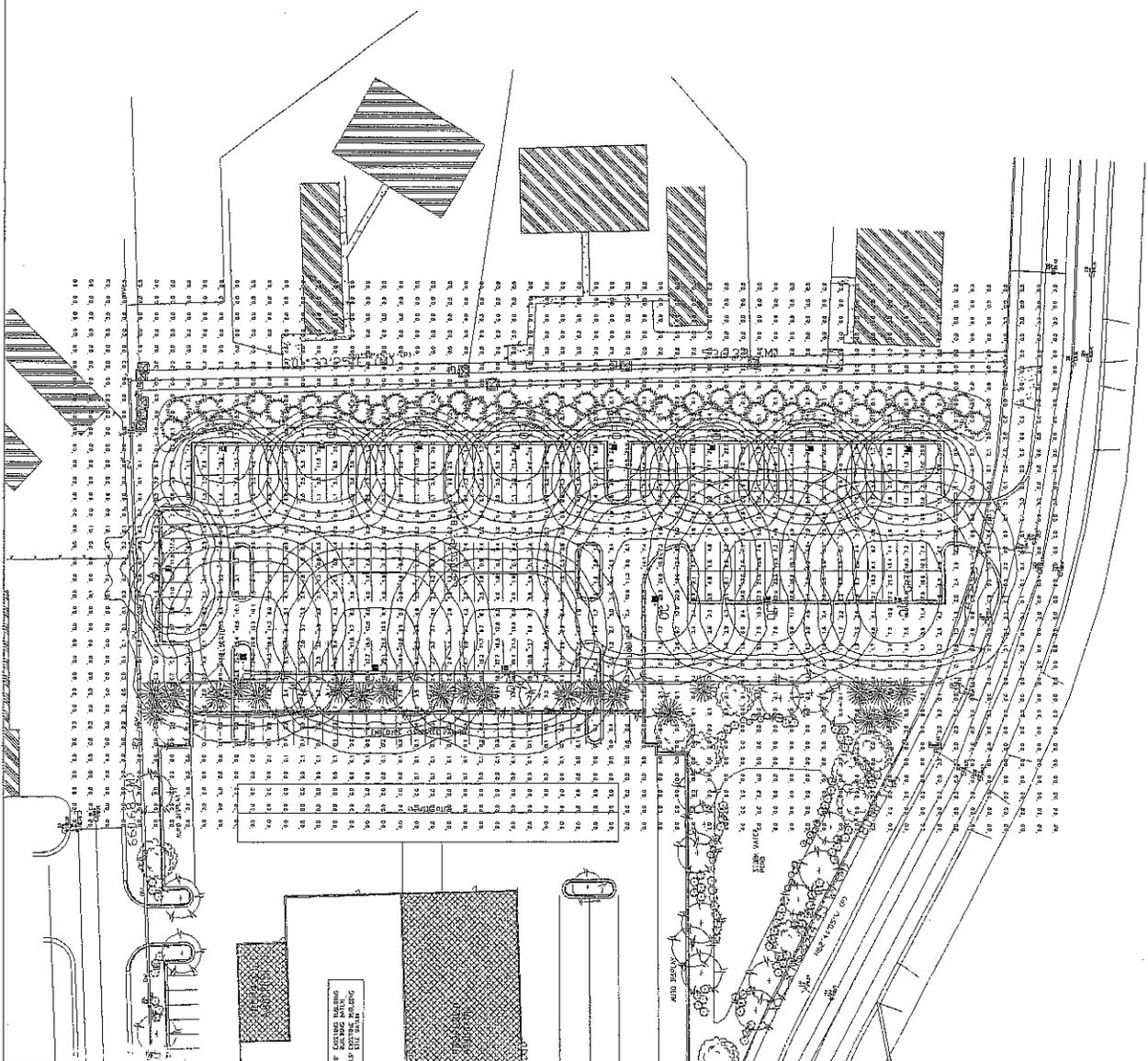
NOTES:
 1. ALL EROSION CONTROL STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 A. SILT FENCES SHALL BE CONSTRUCTED WITH 2" X 4" POSTS AND 1/2" GALVANIZED STEEL RAILS.
 B. SILT FENCES SHALL BE SPACED AT 10' ON CENTER.
 C. SILT FENCES SHALL BE INSTALLED UPSTREAM OF THE EROSION CONTROL STRUCTURE.
 D. SILT FENCES SHALL BE MAINTAINED AT ALL TIMES.
 E. SILT FENCES SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
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 3. STONE TRACKING MATS SHALL BE SPACED AT 10' ON CENTER.
 4. STONE TRACKING MATS SHALL BE INSTALLED UPSTREAM OF THE EROSION CONTROL STRUCTURE.
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 7. INLET GRATE SCREENS SHALL BE CONSTRUCTED WITH 1/2" GALVANIZED STEEL RAILS AND 1/2" GALVANIZED STEEL PLATE.
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LUMINAIRE SCHEDULE

Symbol	Label	Qty	Manufacturer	Description	Code	Notes	LF	WF	Area
□	DC 8	10000	ECOLINE	RECURRING	ECOLINE	CLASIFICACIONAL TORNADO LIGHTS	10000	8.72	1000
□	CP 1	10000	ECOLINE	RECURRING	ECOLINE	CLASIFICACIONAL TORNADO LIGHTS	10000	8.72	1000
□	A 1	10000	ECOLINE	RECURRING	ECOLINE	CLASIFICACIONAL TORNADO LIGHTS	10000	8.72	1000

STATISTICS

Item	Symbol	Avg	Min	Max	Mean	Area
PERIMETER	1	21.86	20.88	22.84	21.86	117.4
CORNER PT	1	1.470	0.876	2.064	1.470	37.93

LUMINAIRE LOCATIONS

Loc	Label	X	Y	Z	Height	TS	X	Y	Z	
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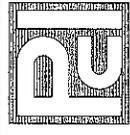
BOUCHER VOLKWAGEN

VERSION 2

Designer: EH
 Date: NOV 2 2011
 Scale: 24x36 PAPER
 Drawing No.:
 1 of 1

SHS

TDI ASSOCIATES, INC.
 ARCHITECTS, ENGINEERS, PLANNERS
 38 WISCONSIN DRIVE, SUITE 204
 WAUKESHA, WISCONSIN 53186
 PHONE: 262-534-8489 FAX: 262-534-0464



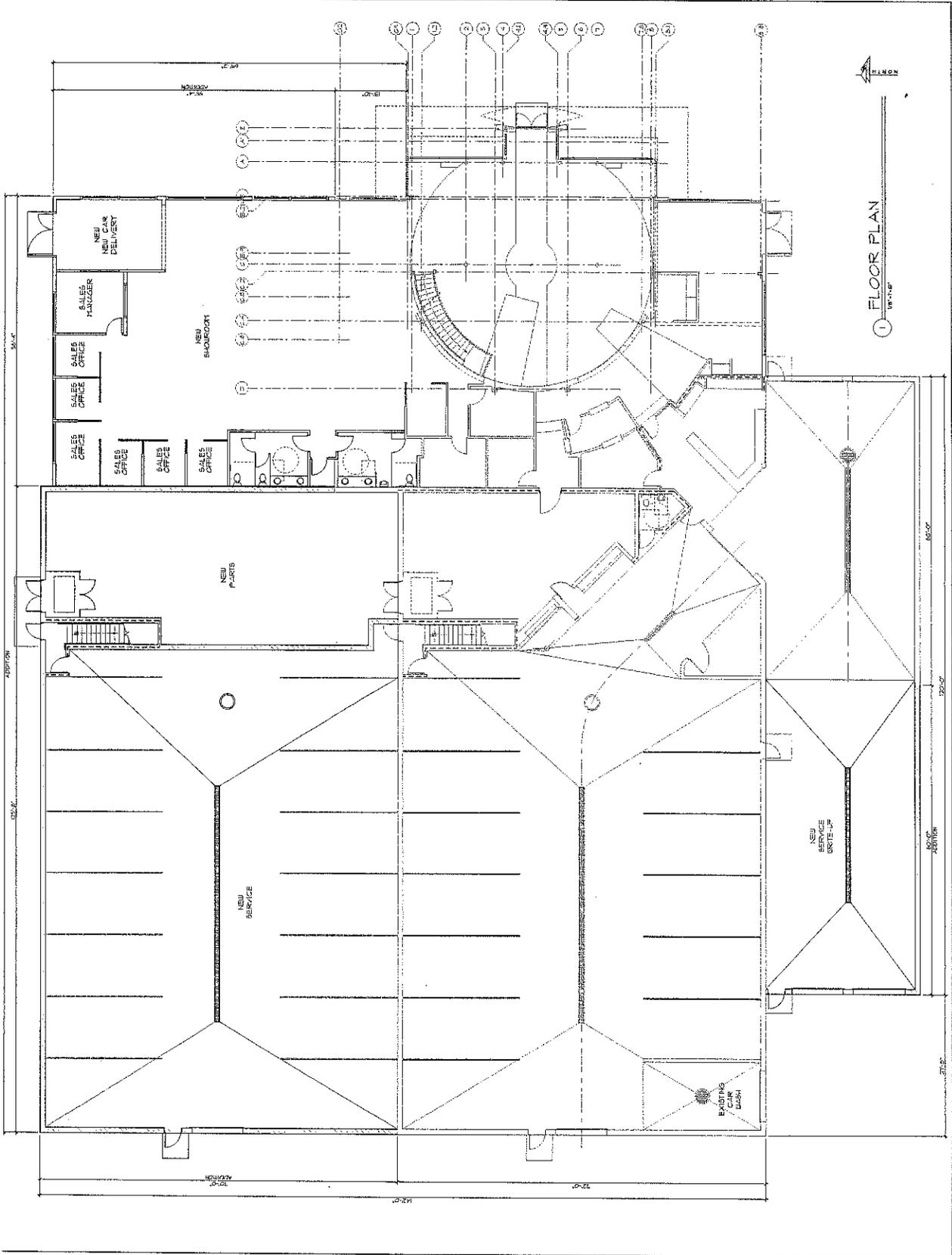
PROFESSIONAL CONSULTANTS, INC.
 380 COTTONWOOD AVENUE
 FORT MONMOUTH, NJ 08060
 (201) 371-4800

**BOUCHER VOLKSWAGEN
 FRANKLIN ADDITION**
 6420 SOUTH 108TH STREET
 FRANKLIN, WI 53132

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Sheet Title
FLOOR PLAN

Sheet No.	Date:	Drawn By:	Sheet No.
00883.100	11-28-2011	T.H.H.	A1.1



S#78

Job: BOUCHER VOLKSWAGEN

Type: OC

Notes:

Emco

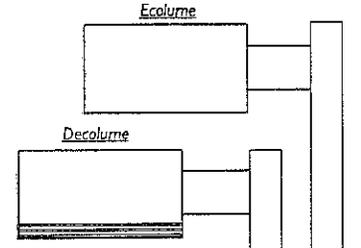
Ecolume and Decolume

Page 1 of 3

Arm Mount and Wall Mount

Ecolume and Decolume are rectilinear arm-mounted area luminaires, also suitable for wall mounting. The precision segmented optical systems provide required light levels, even illumination, wide pole spacings and glare control. The housing is dieformed and the door frame is extruded aluminum. The luminaire is completely sealed and gasketed, preventing intrusion from moisture, insects and contaminants. Decolume luminaires feature three (3) decorative ribs along the lower portion of the housing. The ribs are permanent design elements, an integral part of the dieformed housing. Decolume luminaires may be specified with factory applied color accents which nest in the twin reveals at the lower end of the housing.

Flat glass lens luminaires provide full cutoff performance. Sag lens Luminaires using 3V/QV optics set to lower socket position or Mallmaster® optics provide semi-cutoff performance. Other sag lens luminaires provide cutoff performance.



PREFIX	MOUNTING	DISTRIBUTION	WATTAGE	VOLTAGE	FINISH	OPTIONS
ECA23	1	FH	1000MH	QUAD	WP	

Enter the order code into the appropriate box above. Note: Gardco reserves the right to refuse a configuration. Not all combinations and configurations are valid. Refer to notes below for exclusions and limitations. For questions or concerns, please consult the factory.

PREFIX

	Ecolume	Decolume	
Arm Mount to Pole*	ECA14	DECA14	14" Square Luminaire
	ECA18	DECA18	18" Square Luminaire
	ECA23	DECA23	23" Square Luminaire
Direct Wall Mount	ECW14	DECW14	14" Square Luminaire
	ECW18	DECW18	18" Square Luminaire
	ECW23	DECW23	23" Square Luminaire
Wall Mount with Arm	ECWA14	DECWA14	14" Square Luminaire
	ECWA18	DECWA18	18" Square Luminaire
	ECWA23	DECWA23	23" Square Luminaire

*Arm mounting on round poles is designed to mount to poles measuring 3.5" OD or larger only.

MOUNTING

- 1 Single Pole Mount
- 2 Twin Pole Mount at 180°
- 2@90° Twin Pole Mount at 90°
- 3 3-way Pole Mount at 90°
- 3@120° 3-way Pole Mount at 120°
- 4 4-way Pole Mount

Use "1" for wall mounted units.

DISTRIBUTION

Horizontal Lamp

- 2H Type II
- 3H Type III
- FH Type IV Forward Throw
- BLC Backlight Control (18" only. 400MH/PSMH requires BT28/E28 lamp.)
- QH Type V

Vertical Lamp

- 3V^{1,2} Type III Vertical Lamp
 - FV^{1,2} Type IV Forward Throw Vertical Lamp
 - QV^{1,2,3} Type V Vertical Lamp
 - 3V-RNC^{1,2} Type III Vertical Lamp, Reduced Nadir Candlepower (23" only)
 - QV-RNC^{1,2} Type V Vertical Lamp, Reduced Nadir Candlepower (23" only)
- RNC (Reduced Nadir Candlepower) optics should be specified only in applications requiring extreme maximum to minimum uniformity ratios (5 to 1 or lower). Reduced luminaire efficiency with RNC optics will result in lower average footcandle levels.
- 3SV¹ Type III Vertical Lamp Mallmaster® Semi-cutoff (23" only)
 - QSV¹ Type V Vertical Lamp Mallmaster® Semi-cutoff (23" only)

1. 14" and 18" luminaires with vertical lamp optics are supplied standard with high temperature resistant thermoplastic sag lens. 23" luminaires with vertical lamp optics are supplied standard with a sag glass lens.

2. 18" and 23" 3V/QV optical systems feature an upper (factory set) cutoff socket position. For wider spacings, a lower (field adjustable) semi-cutoff socket position may be set.

3. 14" vertical lamp optics require a medium base lamp.

Not Available with 480V.

Franklin

NOV 9 2011

City Development

1611 Clovis Barker Road, San Marcos, TX 78666
(800) 227-0758 (512) 753-1000 FAX: (512) 753-7855 sitelighting.com

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79215-50/0811

PHILIPS

GARDCO

WATTAGE  Wattages marked with circle "E" meet federal energy efficiency standards applicable to 150 watt through 500 watt metal halide luminaires only.

	14"	18"	23"
Pulse Start MH Magnetic Ballast	100MH ^{6,8} 150MH ^{6,8} 175PSMH ⁴ ⊕ 200MH ^{7,8} ⊕	250PSMH ⊕ 250PS90***⊕ 320PSMH ¹⁰ ⊕ 350PSMH ¹⁰ ⊕ 400PSMH ⊕	450PSMH ⁹ ⊕ 750PSMH ⁹ 775PSMH ⁹ 875PSMH ⁹ 1000PSMH ⁹
CosmoPolis™ Electronic System	60CMPE ¹¹ 90CMPE ¹¹ 140CMPE ¹¹	60CMPE ¹¹ 90CMPE ¹¹ 140CMPE ¹¹	
MasterColor® Elite Electronic System		210MCE-3K ¹¹ ⊕ 210MCE-4K ¹¹ ⊕ 315MCE-3K ¹¹ ⊕ 315MCE-4K ¹¹ ⊕	210MCE-3K ¹¹ ⊕ 210MCE-4K ¹¹ ⊕ 315MCE-3K ¹¹ ⊕ 315MCE-4K ¹¹ ⊕
Pulse Start MH Electronic Ballast		250PSE ¹¹ ⊕ 320PSE ¹¹ ⊕	
Standard MH Magnetic Ballast**	175MH ¹²	250MH ¹² 400MH ¹²	400MH ¹² 1000MH
High Pressure Sodium Magnetic Ballast	70HPS ^{4,5} 100HPS ^{4,5} 150HPS ⁴	250HPS 400HPS	400HPS 750HPS 1000HPS

**175MH, 250MH and 400MH not available for sale in the United States.
*** 250PS90 includes a 90% efficient magnetic PSMH ballast, meeting the requirements of California Title 20, effective 1/1/2010.

VOLTAGE

FINISH

120	BRP	Bronze Paint
208	BLP	Black Paint
240	WP	White Paint
277	NP	Natural Aluminum Paint
347	OC	Optional Color Paint Specify Optional Color or RAL ex: OC-LGP or OC-RAL7024.
480	SC	Special Paint Specify. Must supply color chip.

QUAD
120/208/240/277
factory tied to 277V.

200-277
CMPE, MCE, and
PSE types only.

- Requires mogul base lamp in horizontal optics and medium base lamp in vertical optics.
- Not Available in 480V.
- Requires medium base lamp.
- Requires mogul base lamp.
- All 200MH and all MH 150W and below are pulse start by design.
- Available with vertical lamp optics only.
- Requires BT28 / E28 lamp.
- CMPE and MCE types available in 120V, 200-277V, 347V, or 480V. 120V, 347V and 480V require and include an auxiliary transformer. For MCE types, "-3K" indicates a 3,000°K lamp, "-4K" indicates a 4,000°K lamp. PSE types available in 200 - 277V only.
- Supplied standard for FH/FV.
- Kit includes In-Line Fuses.
- Not Available with 480V.
- Available for 18" or 23" units only. Requires 2 3/8" O.D. Mast Arm.
- Only available with single and twin luminaires @ 180°. Mounts to square poles only.
- Not available with 23" units.
- In lieu of glass - Not available with 23" units.
- See QSIQ924 Table.
- Available only with 14" 175PSMH or 150HPS and 18" 250PSMH through 400PSMH or 250HPS through 400HPS wattages. Includes dual-level capacitor and wiring to connect to Gardco Motion Response System.
- 18" or 23" only. Supplied standard with 23" luminaires with vertical optics.
- Available with CosmoPolis™ system only. See submittal sheet GE200-005 for complete information on LumiStep™ ballasts.
- Available with Decolume only. Specify color. Contact factory for availability.

OPTIONS

HS ¹²	Internal House Side Shield	ACR ¹⁸	Acrylic Sag Lens
F	Fusing	POLY ¹⁸	Polycarbonate Sag Lens
LF ¹¹	In-Pole/In-Line Fusing	SG ²¹	Sag Glass Lens
PCT ¹⁴	Locking Type Photocontrol Receptacle with Photocontrol	QS ¹⁹	Quartz Standby
PCR	Locking Type Photocontrol Receptacle	QST ¹⁹	Quartz Standby - Timed Delay
PCB ¹⁴	Button Photocontrol	Q924 ¹⁹	Quartz Emergency
MF ¹⁵	Mast Arm Fitter	QT924 ¹⁹	Quartz Emergency - Timed Delay
PTF2	Pole Top Fitter 2 3/8" X 4"	GMR ²⁰	Provision for Gardco Motion Response
PTF3	Pole Top Fitter 3 - 3 1/2" X 6"	L6 ²²	LumiStep™ Ballast 6 hour
PTF4	Pole Top Fitter 3 1/2 - 4" X 6"	L8 ²²	LumiStep™ Ballast 8 hour
AP ^{16,17}	Adjustable Knuckle - Square Pole Mount	L10 ²²	LumiStep™ Ballast 10 hour
AT ¹⁷	Adjustable Knuckle - Tenon Mount		
CR ²³	Colored Reveals		

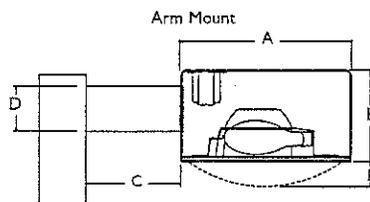
(Note 19) See QSIQ924 Table for complete information on Quartz Emergency options.

HID Lamp Watts	Maximum Quartz Lamp Watts
175 watts or less	100 Watts
Above 175 watts up to 400 watts	150 Watts

14" luminaires limited to 100 watt quartz lamp maximum regardless of HID wattage. QS, QST, Q924 and QT924 options are not available in luminaires above 400 watt HID.

DIMENSIONS AND EPA (CONTINUED ON PAGE 3)

ARM MOUNT	14"	18"	23"
A	14" sq 35.56cm	18" sq 45.72cm	23" sq 58.42cm
B	7" 17.78cm	10" 25.40cm	14.5" 36.83cm
C Arm Length	6" 15.24cm	9" 22.86cm	12" 30.48cm
D Arm Height	5" 12.70cm	5" 12.70cm	8" 20.32cm
E Drop Lens	2" 5.08cm	4" 10.16cm	6.5" 16.51cm



ECOLUME and DECOLUME	EPA (Effective Projected Area) ft ² / m ²		
	Single	Twin 180°	Quad
14" units	1.1 / .103	2.2 / .205	2.7 / .251
18" units	1.9 / .177	3.8 / .354	4.8 / .446
23" units	3.6 / .335	7.3 / .679	8.8 / .818

ECOLUME and DECOLUME	Single Luminaire Weight (lbs / kg)
14" units	30 / 13.61
18" units	50 / 22.68
23" units	90 / 40.83

1611 Clovis Barker Road, San Marcos, TX 78666
(800) 227-0758 (512) 753-1000 FAX: (512) 753-7855 sitelighting.com

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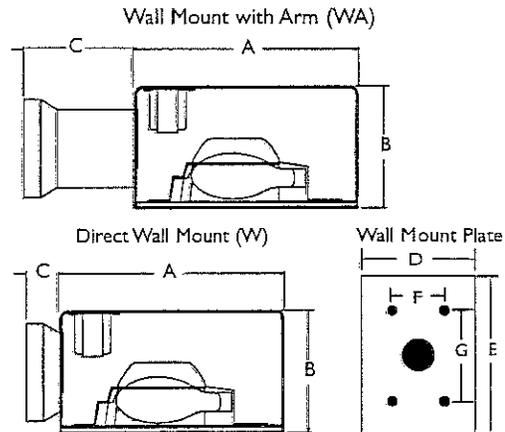
79215-50/0811

PHILIPS



DIMENSIONS AND EPA (CONTINUED FROM PAGE 2)

WALL MOUNT / WALL MOUNT PLATE			
	14"	18"	23"
A (W & WA)	14" sq 35.56cm	18" sq 45.72cm	23" sq 58.42cm
B (W & WA)	7" 17.78cm	10" 25.40cm	14.5" 36.83cm
C (WA only)	8" 20.32cm	11" 27.94cm	14" 35.56cm
C (W only)	2" 5.08cm	2" 5.08cm	2" 5.08cm
D (W & WA)	5" 12.70cm	5" 12.70cm	5" 12.70cm
E (W & WA)	7" 17.78cm	7" 17.78cm	7.38" 18.75cm
F (W & WA)	2.25" 5.72cm	2.25" 5.72cm	4" 10.16cm
G (W & WA)	4" 10.16cm	4" 10.16cm	6.5" 16.51cm



SPECIFICATIONS

GENERAL DESCRIPTION: Each Emco Ecolume and Decolume is a cutoff luminaire for high intensity discharge lamps. Internal components are totally enclosed, rain-tight, dust-tight, and corrosion resistant. No venting of the optical system or electrical components is required or permitted. Lamping requires no lifting or hinging of the luminaire housing, disturbing wiring or exposing uninsulated live parts.

HOUSING: The housing wrapper is one-piece dieformed aluminum. The housing has an integral reinforcing spine and no welded corners. Silicone seals provide a weathertight seal at all points of material transition.

LENS: A mitered, extruded anodized aluminum door frame retains the optically clear, heat and impact resistant tempered flat glass in a sealed manner using hollow section, high compliance, memory retentive extruded silicone rubber. A non-yellowing drop acrylic lens is provided standard on 14" and 18" vertical lamp and a sag glass lens is provided on 23" vertical lamp luminaires. A single flush 1/4 turn captive fastener permits easy access to the luminaire.

OPTICAL SYSTEMS: The segmented reflector system consists of two levels of highly specular aluminum facets precisely aligned to achieve specified photometric distributions. The entire optical system is field rotatable in 90° increments. The position-oriented mogul base socket is glazed porcelain with a nickel plated screw shell. A lamp stabilizer is standard on 3H and QH 400W MH and PSMH units.

ELECTRICAL: All electrical components are UL recognized and factory tested. Electronic and magnetic HID ballasts are high power factor. Magnetic HID ballasts are the separate component type. The ballast is mounted on a unitized tray and secured within the luminaire, above the reflector system. Electronic and magnetic HID ballasts are capable of providing reliable lamp starting down to -20°F / -29°C. Standard fluorescent ballasts are solid state.

Luminaires provided with the CosmoPolis™ and MasterColor® Elite high performance ceramic metal halide electronic system include high power factor electronic ballasts, designed specifically for the system selected.

FINISH: Each luminaire receives a fade and abrasion resistant, electrostatically applied, thermally-cured polyester powder finish after fabrication.

LABELS: All luminaires bear UL or CUL (where applicable) Wet Location labels.

COLOR BANDS: Decolume luminaires may be specified with factory-applied color accents which nest in the twin reveals at the lower perimeter of the housing. Consult factory for available colors.

WARRANTY: Luminaires in the Emco product family feature a 1 year limited warranty. See Warranty Information on www.sitelighting.com for complete details and exclusions.

FULL CUTOFF PERFORMANCE: Full cutoff performance means a luminaire distribution where zero candela intensity occurs at an angle at or above 90° above nadir. Additionally, the candela per 1000 lamp lumens does not numerically exceed 100 (10 percent) at a vertical angle of 80° above nadir. This applies to all lateral angles around the luminaire.

CUTOFF PERFORMANCE: Cutoff performance means a luminaire distribution where the candela per 1000 lamp lumens does not numerically exceed 25 (2.5 percent) at an angle at or above 90° above nadir, and 100 (10 percent) at a vertical angle of 80° above nadir. This applies to all lateral angles around the luminaire.

SEMI-CUTOFF PERFORMANCE: Semi-Cutoff performance means a luminaire distribution where the candela per 1000 lamp lumens does not numerically exceed 50 (5.0 percent) at an angle at or above 90° above nadir, and 200 (20 percent) at a vertical angle of 80° above nadir. This applies to all lateral angles around the luminaire.



PROFESSIONAL CONSULTANTS, INC.

300 Cottonwood Avenue
Suite #7
Hartland, WI 53029

Franklin

NOV 28 2011

November 28, 2011

David Kanning, Planner II AICP, LEED AP
Orrin Sumwalt, Planner
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

City Development

RE: Boucher Volkswagen
6420 S. 108th Street
Franklin, WI

Dear Planners,

Boucher Volkswagen is requesting to expand its building size and parking lot. The current facilities are inadequate to serve the City of Franklin.

The building housing Boucher Volkswagen needs to expand for its operations to service the customer base of Franklin. Boucher Volkswagen is the number one Volkswagen Dealership in the State of Wisconsin. The current dealership employs approximately 50 people in the 19,896 sq. ft. building. The success requires an expansion to the current operation. A building addition of 13,884 sq. ft. is being proposed. The total building size will expand to 33,780 sq. ft. The addition will add to the sales, parts and service departments. The expansion will allow for approximately 20 new employees. The total number of employees will be approximately 70 employees when the expansion is complete.

The site expansion project proposal includes expanding the parking lot to the east. The current area is a vacant lot. A new Certified Survey Map has been created to add this lot to the Boucher Volkswagen Property. There are currently 274 parking stalls. The proposal is to add 182 parking spots to bring the lot capacity to 456 parking spots. Most of the new spots will be used to hold new car inventory. We request the parking space depth be kept at the existing size 18 feet deep. Eighteen feet is adequate to hold a Volkswagen. In addition, the new spots will be used to hold new car inventory and not customer cars. The eighteen feet depth allows for a greater landscape buffer to the property to the east. A landscaping buffer is proposed to the east of the lot between the lot and the neighboring properties. The buffer will include a berm with coniferous trees planted at the top of the berm. The added landscape buffer will be a benefit to the adjoining properties. The parking lot addition allows for car transport haulers to unload on site. Currently, due to the height of We Energies power lines, the car transports need

to unload on the street. The new entrance to the parking lot will only be used by car transport haulers.

The building project expansion will be used to expand sales, service and parts.

We have met with the neighboring property condominium association. The response was favorable to the berm and landscaping between them and the parking lot. The people in attendance thought favorably of the project.

Please contact me with any additional questions or information needed.

Sincerely,
Professional Consultants, Inc.

A handwritten signature in black ink, appearing to read "Chad Kemnitz". The signature is written in a cursive, flowing style.

Chad Kemnitz, President



Boucher Volkswagen



Dear City of Franklin Planning Commission:

I am submitting the application of Boucher Holdings, LLC and Boucher Volkswagen to expand its dealership lot at 6420 S. 108th Street.

6420 S. 108th Street
Franklin, Wisconsin 53132
Tel. (414) 525-1100
Fax (414) 525-4061

Since 1977 the Boucher family has owned and operated automobile dealerships in Southeastern Wisconsin and has its headquarters in West Allis. Since 2002 it has operated Boucher Volkswagen in Franklin. I have been a resident of Franklin since 2004, and General Manager of Boucher Volkswagen since it opened. My children attend Franklin schools, my wife works in Franklin and several Boucher employees are Franklin residents as well. We all agree...we absolutely love this city.

Boucher Volkswagen is requesting to expand its dealership lot to accommodate its growth. This dealership is a state-of-the-art facility and represents a convenient and necessary service for Franklin residents. Boucher Volkswagen believes that it is a good Franklin corporate citizen and a good neighbor to those near it. We have addressed all of the issues raised by the City and our neighbors, and believe this development will actually provide certain benefits to our immediate neighbors in several areas, including a reduction in noise from Highway 100. Our plan is to add approximately twenty jobs with the expansion.

Our hours of operation will remain unchanged and are as follows:

Monday-Friday

Sales=9:00am-9:00pm

Service=7:00am-6:00pm

Saturday

Sales=9:00-5:00

Service=7:00-1:00

Sunday

Closed

We look forward to continued success in Franklin. If you have any questions, please call me at (414)525-1100 or our project Manager, Kean Kemnitz at (262)367-6080.

Very Truly Yours,

Patrick Easterlin
General Manager

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>SLW</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/20/11</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY APPROVING A 1 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF LOTS 1, 2 AND 3, WHITNALL EDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (BOUCHER VOLKSWAGEN, INC.) (6420 SOUTH 108TH STREET)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.3.</i></p>

At their meeting on December 8, 2011, the Plan Commission recommended approval of a resolution conditionally approving a 1 Lot Certified Survey Map, being a redivision of Lots 1, 2 and 3, Whitnall Edge Subdivision in the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin (Boucher Volkswagen, Inc.) (6420 South 108th Street).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2011-_____, a resolution conditionally approving a 1 Lot Certified Survey Map, being a redivision of Lots 1, 2 and 3, Whitnall Edge Subdivision in the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin (Boucher Volkswagen, Inc.) (6420 South 108th Street).

RESOLUTION NO. 2011-_____

A RESOLUTION CONDITIONALLY APPROVING A 1 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF LOTS 1, 2 AND 3, WHITNALL EDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN
(BOUCHER VOLKSWAGEN, INC.)
(6420 SOUTH 108TH STREET)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a redivision of Lots 1, 2 and 3, Whitnall Edge Subdivision in the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin, more specifically, of the property located at 6420 South 108th Street, bearing tax key nos. 705-0001-003 and 705-0003-000, Boucher Volkswagen, 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 Boucher Volkswagen, 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. 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

BOUCHER VOLKSWAGEN, INC. – CERTIFIED SURVEY MAP
RESOLUTION NO. 2011-_____

Page 2

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.

4. Boucher Volkswagen, Inc., successors and assigns, and any developer of the Boucher Volkswagen, 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.
5. The approval granted hereunder is conditional upon Boucher Volkswagen, Inc. and the 1 lot certified survey map project for the property located at 6420 South 108th 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.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, Boucher Holdings, LLC, 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, Boucher Holdings, LLC, 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 _____, 2011.

Passed and adopted at a regular meeting of the Common Council of the City of

BOUCHER VOLKSWAGEN, INC. – CERTIFIED SURVEY MAP
RESOLUTION NO. 2011-_____

Page 3

Franklin this _____ day of _____, 2011.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN

REPORT TO THE PLAN COMMISSION

Meeting of December 8, 2011

Special Use and Certified Survey Map

RECOMMENDATION: City Development Staff recommends approval of the Special Use Amendment and Certified Survey Map requests for Boucher Volkswagen, Inc., an automobile dealership & service center located at 6420 South 108th Street, subject to the conditions in the draft resolution.

Project Name:	Boucher Volkswagen Special Use Amendment
Project Address:	6420 South 108 th Street
Applicant:	Boucher Volkswagen, Inc.
Agent:	Kean Kemnitz, Professional Consultants, Inc.
Property Owner:	Boucher Holdings, LLC
Current Zoning:	B-2 General Business District
2025 Comprehensive Master Plan	Commercial
Use of Surrounding Properties:	KinderCare Day Care, an office building and mini-warehousing storage to the north; Garden Plaza commercial center to the south; Whitnall Edge multifamily condominiums to the east; and Hiller Ford to the west
Applicant Action Requested:	Recommendation of Approval for the proposed Special Use Amendment and Certified Survey Map (CSM)

INTRODUCTION & BACKGROUND:

On November 7, 2011 Boucher Volkswagen, Inc. filed a Special Use Amendment Application with the Department of City Development, requesting approval to construct a 13,701 square foot building addition to the existing Boucher Volkswagen automobile dealership & service center and to expand its parking facilities onto the abutting vacant parcel to the east. The applicant concurrently submitted a Certified Survey Map (CSM) Application, requesting approval to combine the two existing parcels into one lot.

On April 17, 2001, the City of Franklin Common Council adopted Ordinance No. 2001-5187, approving a Special Use for the 16,060 square foot Volkswagen automobile dealership & service center. The subject property is located on the east side of Highway 100, between Venture Drive (to the north) and Whitnall Edge Road (to the south).

PROJECT DESCRIPTION AND ANALYSIS:

Special Use:

The applicant is proposing to construct a building addition totaling 13,701 square feet on the north and south sides of the existing 16,060 square foot Volkswagen automobile dealership building and to increase the property's parking capacity by 177 parking spaces. (The existing site currently has 274 parking spaces). The proposed building expansion will increase the size of the existing automobile showroom and service area. These improvements are needed to accommodate Boucher Volkswagen's growth in Franklin. According to the submitted letter of intent, the expansion will create approximately 20 jobs.

The additional parking spaces will primarily be used for vehicle display. According to the site plan, most of the vehicle display parking spaces will not meet the minimum length requirements prescribed by Section 15-5.0202B of the Unified Development Ordinance (i.e., the stalls will have a length of 18 feet, rather than 20 feet). In addition, most of the vehicle display parking spaces will be stacked front-to-back to maximize parking capacity, a design that does not meet the ingress and access requirements set forth in Section 15-5.0202A of the Unified Development Ordinance (UDO). The applicant is asking for approval to deviate from the UDO's parking requirements with this Special Use request.

As part of this project, Boucher Volkswagen, Inc. is proposing to add a driveway access point to Whitnall Edge Road and to relocate the refuse enclosure. The unusable driveway curb cut approaches located along Whitnall Edge Road will be removed.

Existing hours of operation for vehicle sales are from 9:00 A.M. to 9:00 P.M. Monday through Friday, and from 9:00 A.M. to 5:00 P.M. on Saturday. Existing hours of operation for vehicle service are from 7:00 A.M. to 6:00 P.M. Monday through Friday and from 7:00 A.M. to 1:00 P.M. on Saturday. Boucher Volkswagen, Inc. is not proposing to change its hours of operation with this request.

Elevations:

The proposed building elevations will match the colors, materials and finish of the existing building.

Landscaping:

The B-2 General Business District requires new development to have a minimum Landscape Surface Ratio (LSR) of 0.35 or an Alternative LSR of 0.25 with required mitigation, as set forth in Section 15-5.0302E of the UDO. According to this section of the UDO, the alternative LSR option requires 30% additional plantings and larger plant sizes (i.e., shade trees must have a minimum caliper of three inches, decorative trees must have a minimum caliper of two inches and evergreen trees must have a minimum height of six feet). The applicant is proposing to use the Alternative LSR planting requirements for this project, but is basing minimum planting requirements on the total number of proposed parking spaces reserved for customers, employees and vehicles that need service, rather than the total number of proposed parking spaces. The applicant is excluding vehicle display parking spaces, which is consistent with the methods used to calculate planting quantities in the previous Special Use approval. The submitted landscape plans identify a total of 16 shade trees, 42 evergreen trees, 10 arbor vitae and 87 shrubs within the property limits.

All of the specified evergreen trees and arbor vitae are proposed within the 41-foot wide landscape bufferyard (berm) located along the east property line. The approximately 10-foot high berm will be

constructed above a retaining wall and should help decrease any potential noise and lighting impacts on the abutting residential properties from the expanded parking lot.

Outdoor Lighting:

Boucher Volkswagen, Inc. is proposing to install several new pole lights within the expanded parking lot area and to add building-mounted light fixtures to the building exterior. The pole lights near the east property line will have a height of 10 feet, and the pole lights within the interior of the site will have a height of 18 feet. The applicant has indicated that all pole-mounted luminaires are specified to be full cut-off and that house side shields will be attached to the pole lights that are proposed near the east side of the property. According to the photometric plans, no light will trespass onto the abutting residential properties to the east.

Section 15-3.0701(A) and (C) of the UDO contains the General Standards and Considerations that must be examined for each proposed Special Use prior to granting approval. Staff believes that the proposed Special Use meets these requirements, and that it should not have a detrimental effect on the general health, welfare, safety, and convenience of persons residing or working near the business.

Certified Survey Map (CSM):

The applicant is requesting approval to combine the two existing parcels into one 6.34-acre lot through a Certified Survey Map. By combining the lots, the applicant will be able to develop the entire property in a unified fashion.

Natural Resource Protection Plan (NRPP):

When the original NRPP was reviewed in 2001, the areas of steep slopes on the property were not classified as a protected natural resource. Staff and the applicant believe that the small area of steep slopes on the property were formed through previous grading activity.

STAFF RECOMMENDATION:

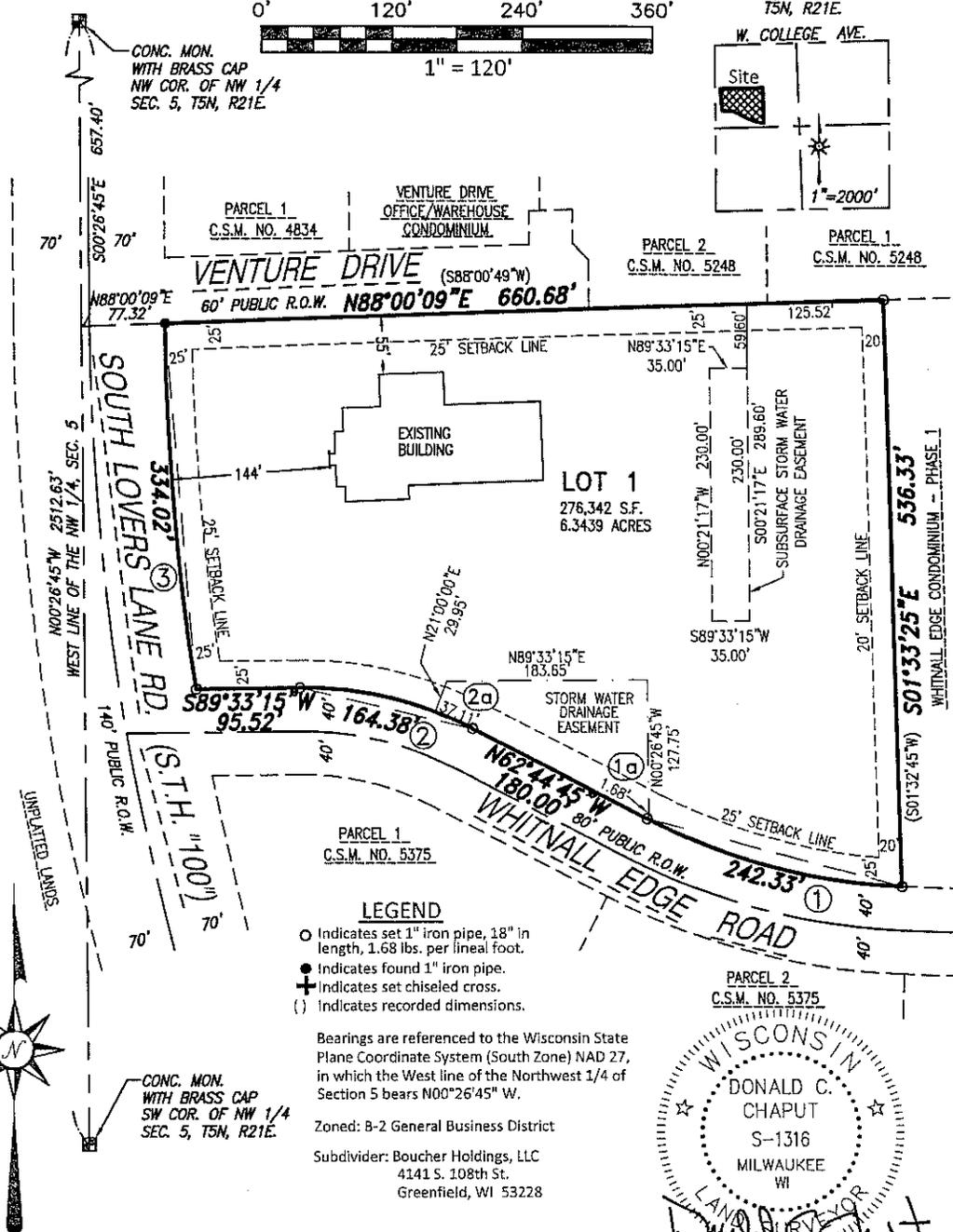
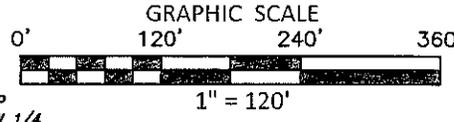
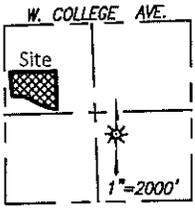
City Development Staff recommends approval of the Special Use Amendment and Certified Survey Map requests for Boucher Volkswagen, Inc., an automobile dealership & service center located at 6420 South 108th Street, subject to the conditions in the draft resolution.

CERTIFIED SURVEY MAP NO. _____

A revision of Lots 1, 2 and 3 Whitnall Edge Subdivision in the Northwest 1/4 of the Northwest 1/4 of Section 5, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

VICINITY MAP

NW 1/4, SEC. 5
T5N, R21E.



- LEGEND**
- Indicates set 1" iron pipe, 18" in length, 1.68 lbs. per lineal foot.
 - Indicates found 1" iron pipe.
 - ✚ Indicates set chiseled cross.
 - () Indicates recorded dimensions.

Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone) NAD 27, in which the West line of the Northwest 1/4 of Section 5 bears N00°26'45" W.

Zoned: B-2 General Business District

Subdivider: Boucher Holdings, LLC
4141 S. 108th St.
Greenfield, WI 53228

PARCEL 2
C.S.M. NO. 5375

WISCONSIN
DONALD C. CHAPUT
S-1316
MILWAUKEE
WI

Donald C. Chaput

November 28, 2011

CURVE TABLE

CURVE	ARC	RADIUS	CHORD BEARING	CHORD	DELTA
1	242.33'	555.00'	N75°15'15"W	240.41'	25°01'01"
1a	1.68	555.00'	N62°49'57"W	1.68	0°10'24"
2	164.38'	340.00'	N76°35'45"W	162.78'	27°42'01"
2a	37.11	340.00'	N65°52'22"W	37.10'	6°15'15"
3	334.02'	2221.83'	N04°53'43"W	333.71'	8°36'49"

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Drawing No. 1203-grb Sheet 1 of 4 Sheets

CERTIFIED SURVEY MAP NO. _____

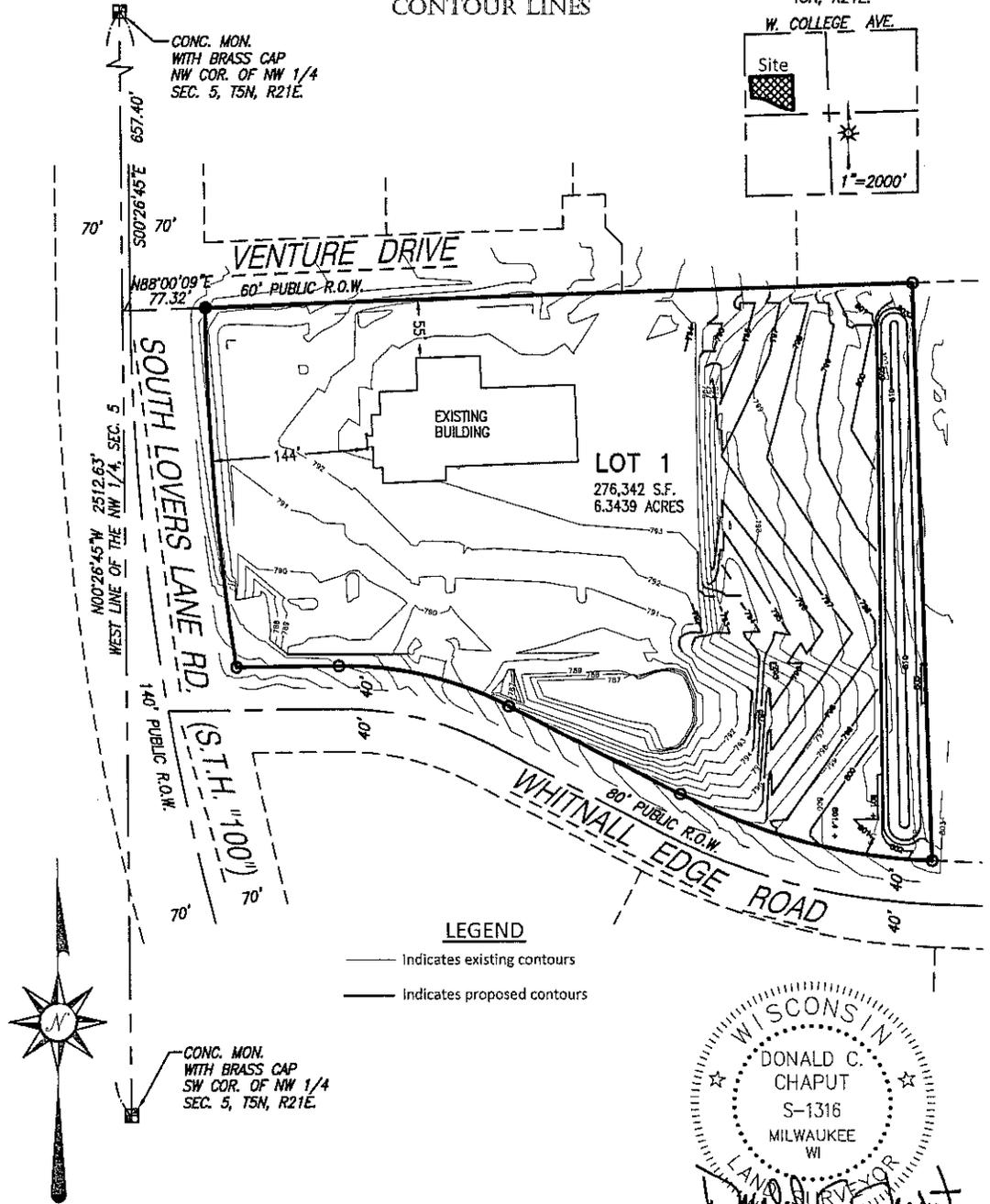
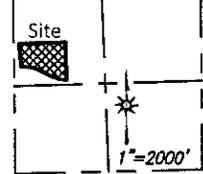
A revision of Lots 1, 2 and 3 Whitnall Edge Subdivision in the Northwest 1/4 of the Northwest 1/4 of Section 5, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

EXISTING AND PROPOSED CONTOUR LINES

VICINITY MAP

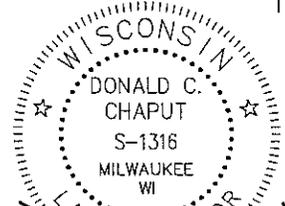
NW 1/4, SEC. 5
T5N, R21E.

W. COLLEGE AVE.

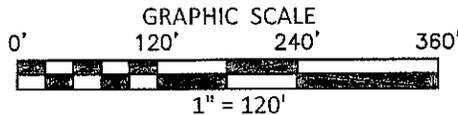


LEGEND

- Indicates existing contours
- Indicates proposed contours



Donald C. Chaput
November 28, 2011



CHAPUT LAND SURVEYS LLC

234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

CERTIFIED SURVEY MAP NO. _____

A redivision of Lots 1, 2 and 3 Whitnall Edge Subdivision in the Northwest 1/4 of the Northwest 1/4 of Section 5, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

As owners, Boucher Holdings, LLC a Wisconsin limited liability company, duly organize and existing under and by virtue of the laws of the State of Wisconsin hereby certifies that said limited liability company caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin Statutes, and Unified Development Ordinance Division - 15 of the City of Franklin in surveying, dividing and mapping the same.

Anthony M. Karabon

STATE OF WISCONSIN}
:SS
COUNTY}

Personally came before me this ___ day of ___, 2011, the above named Anthony M. Karabon, to me known as the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires.
My commission is permanent.

CONSENT OF CORPORATE MORTGAGEE

JP Morgan Chase Bank, N.A., mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping the land described on this map and does hereby consent to the above certificate of Boucher Holdings, LLC.

By: ___ Its
Name: ___
Title: ___

STATE OF WISCONSIN}
:SS
COUNTY}

Personally came before me this ___ day of ___, 2011, the above named ___, to me known as the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires.
My commission is permanent.

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of Franklin by Resolution No. _____

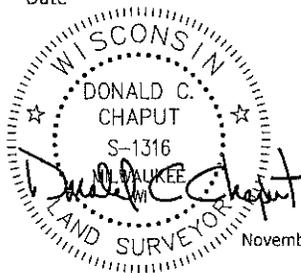
Signed this ___ day of ___, 2011

Date

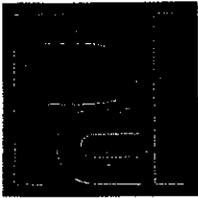
Thomas M. Taylor, Mayor

Date

Sandra L. Wesolowski, City Clerk



CHAPUT LAND SURVEYS LLC
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PROFESSIONAL CONSULTANTS, INC.

300 Cottonwood Avenue
Suite #7
Hartland, WI 53029

Franklin

NOV 28 2011

November 28, 2011

David Kanning, Planner II AICP, LEED AP
Orrin Sumwalt, Planner
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

City Development

RE: Boucher Volkswagen
6420 S. 108th Street
Franklin, WI

Dear Planners,

Boucher Volkswagen is requesting to expand its building size and parking lot. The current facilities are inadequate to serve the City of Franklin.

The building housing Boucher Volkswagen needs to expand for its operations to service the customer base of Franklin. Boucher Volkswagen is the number one Volkswagen Dealership in the State of Wisconsin. The current dealership employs approximately 50 people in the 19,896 sq. ft. building. The success requires an expansion to the current operation. A building addition of 13,884 sq. ft. is being proposed. The total building size will expand to 33,780 sq. ft. The addition will add to the sales, parts and service departments. The expansion will allow for approximately 20 new employees. The total number of employees will be approximately 70 employees when the expansion is complete.

The site expansion project proposal includes expanding the parking lot to the east. The current area is a vacant lot. A new Certified Survey Map has been created to add this lot to the Boucher Volkswagen Property. There are currently 274 parking stalls. The proposal is to add 182 parking spots to bring the lot capacity to 456 parking spots. Most of the new spots will be used to hold new car inventory. We request the parking space depth be kept at the existing size 18 feet deep. Eighteen feet is adequate to hold a Volkswagen. In addition, the new spots will be used to hold new car inventory and not customer cars. The eighteen feet depth allows for a greater landscape buffer to the property to the east. A landscaping buffer is proposed to the east of the lot between the lot and the neighboring properties. The buffer will include a berm with coniferous trees planted at the top of the berm. The added landscape buffer will be a benefit to the adjoining properties. The parking lot addition allows for car transport haulers to unload on site. Currently, due to the height of We Energies power lines, the car transports need

to unload on the street. The new entrance to the parking lot will only be used by car transport haulers.

The building project expansion will be used to expand sales, service and parts.

We have met with the neighboring property condominium association. The response was favorable to the berm and landscaping between them and the parking lot. The people in attendance thought favorably of the project.

Please contact me with any additional questions or information needed.

Sincerely,
Professional Consultants, Inc.

A handwritten signature in black ink, appearing to read "Chad Kemnitz". The signature is written in a cursive style with a large, sweeping initial "C" and a long, horizontal stroke at the end.

Chad Kemnitz, President



Boucher Volkswagen



Dear City of Franklin Planning Commission:

I am submitting the application of Boucher Holdings, LLC and Boucher Volkswagen to expand its dealership lot at 6420 S. 108th Street.

6420 S. 108th Street
Franklin, Wisconsin 53132
Tel. (414) 525-1100
Fax (414) 525-4061

Since 1977 the Boucher family has owned and operated automobile dealerships in Southeastern Wisconsin and has its headquarters in West Allis. Since 2002 it has operated Boucher Volkswagen in Franklin. I have been a resident of Franklin since 2004, and General Manager of Boucher Volkswagen since it opened. My children attend Franklin schools, my wife works in Franklin and several Boucher employees are Franklin residents as well. We all agree...we absolutely love this city.

Boucher Volkswagen is requesting to expand its dealership lot to accommodate its growth. This dealership is a state-of-the-art facility and represents a convenient and necessary service for Franklin residents. Boucher Volkswagen believes that it is a good Franklin corporate citizen and a good neighbor to those near it. We have addressed all of the issues raised by the City and our neighbors, and believe this development will actually provide certain benefits to our immediate neighbors in several areas, including a reduction in noise from Highway 100. Our plan is to add approximately twenty jobs with the expansion.

Our hours of operation will remain unchanged and are as follows:

Monday-Friday

Sales=9:00am-9:00pm

Service=7:00am-6:00pm

Saturday

Sales=9:00-5:00

Service=7:00-1:00

Sunday

Closed

We look forward to continued success in Franklin. If you have any questions, please call me at (414)525-1100 or our project Manager, Kean Kemnitz at (262)367-6080.

Very Truly Yours,

Patrick Easterlin
General Manager

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APPROVAL SLW	REQUEST FOR COUNCIL ACTION	MTG. DATE 12/20/11
Reports & Recommendations	SUBJECT: Authorization for the City to participate in the Milwaukee Metropolitan Sewerage District (District) program for Private Property Inflow and Infiltration – City wide	ITEM NO. G.4.

BACKGROUND

See attached report dated November 29, 2011 from the City Engineer, “Milwaukee Metropolitan Sewerage District” (District) Program for Private Property Inflow and Infiltration.

ANALYSIS

It is staff’s recommendation that the City participate in the private property inflow and infiltration (ppii) program that has been established and funded by the District. The proposed program would look at the oldest sanitary sewers and laterals to determine areas that have potential for excessive clear water from entering the sanitary sewer system. These areas can initially be identified through metering sections of the sanitary sewer system. It is staff’s recommendation to proceed until excessive clear water is not found.

At the same time, funds are available to solve local drainage problems on private property on which water has entered the basement of homes or has the potential of entering basements of homes.

OPTIONS

Authorization to proceed on a pilot project as defined in the attached report to identify laterals that require rehabilitation and bring that information back to the Common Council for the review and action prior to proceeding with any construction of lateral rehabilitation. At the same time, through metering, obtain a better understanding how wide spread lateral rehabilitation is needed. Also, to proceed to identify areas with private property drainage problems where clear water enters basements.

FISCAL NOTE

An agreement would be developed with the District that all cost would be reimbursed to the City, and that for the pilot study no cost would be borne by the property owner.

RECOMMENDATION

Motion to authorize staff to proceed with the Milwaukee Metropolitan Sewerage District’s Private Property Inflow and Infiltration Program as defined in the City Engineer’s memo of November 29, 2011.

JMB/db

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MEMORANDUM: FROM ENGINEERING

DATE: November 29, 2011

TO: Mayor and Common Council

FROM: John M. Bennett, P. E., City Engineer

SUBJECT: MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (District)
PROGRAM FOR PRIVATE PROPERTY INFLOW AND INFILTRATION
(ppii)

I. Introduction

Due to the extensive flooding and sanitary sewer back-ups over the last two years in a number of communities in the District's service area, the District has determined that one of the major problems causing clear water entering into sanitary sewers originates on private property. Back in the early 1980's, communities have taken action to see that clear water did not enter the sanitary sewer system through public manholes and the main line sewers. The City of Franklin has replaced manholes with hole-less-gasketed covers, has installed internal and external seals on many of the manholes and smoke testing all the main line sanitary sewers in an effort to reduce the inflow and infiltration. No rehabilitation, however, has been expended on private property except for when smoke testing revealed the need to repair broken or missing caps on lateral clean-outs – an easy fix.

Prior to 1954 the state plumbing code allowed the building foundation drains to be connected to the sanitary sewer lateral. Many communities throughout the District have homes with foundation drains which allow a heavy flow of clear water to enter into the sanitary sewer system through their private lateral. Some homes within the District have the downspouts

from the roof gutter system connected to the sanitary sewer lateral. Also, most communities within the District have some leaky laterals which allow clear water into the sanitary sewer system.

In addition to the foundation drains, down spouts and leaky laterals, significant storm water can enter into basements through window wells or cracks in the basement walls from flow caused by intense storms and enter through to the floor drain into the private lateral and then into sanitary sewer mains.

The District has instituted the "ppii" program which was established to eliminate clear water from entering into the private property system. The District has established rules on how to administrate the "ppii" program. The "ppii" funding is limited to correction of clear water entering the sanitary through private lateral system or through over land flow of storm water into basements with no funding for the communities public system.

The District's funding of the "ppii" program is based on a ten (10) year program which began in 2010 and the District has estimated that the ten year's allocation to this program will be 62 million dollars. The funding will be distributed to each community on an annual basis based on the percentage of equalized property value for each community. The City of Franklin's percentage of the District's property value is presently 4.15 percent. This value may vary slightly each year depending on the increase in growth of Franklin compared to the total District growth. The City of Franklin's share of the 62 million will be \$2,575,824 (Note this is the estimated amount, but the actual amount will depend on each years budget.)

Funding of the “ppii” program funds has broken down the funding into two groups – (1) funding private sanitary laterals including associated plumbing and (2) improvements in drainage which would eliminate over land flow into basements labeled “best management practices” or “bmp’s”.

The funding for the private sanitary lateral programs is as follows.

<u>Year</u>	<u>Amount</u>
2010	\$ 41,932
2011	331,978
2012	<u>332,364</u>
Total	\$706,274

Funding for the “ppii” for 2013 is estimated at \$332,364, which is based on a District “ppii” budget of eight million per year.

Funding for the “bmp’s” has been limited to the first year funding to Franklin of \$83,429. If the “bmp’s” are not utilized the funding can be transferred to the “ppii” funding. The “bmp” funding will be terminated at the end of 2014. While the “bmp” funding is limited to drainage correction that would eliminate water entering the basements, it appears that the community can also use the private sanitary lateral funding for “bmp” drainage corrections; therefore, the funding can be used as determined by each community as long as the use meets the District’s rules.

Prior to utilizing any funding from the private sanitary lateral program and the “bmp” program the community must obtain approval for the expenditures from the District and said

programs must comply with the district rules. Only 20 percent of the funding can be used for design, planning and investigation or a total over the 10 years of \$515,165.

II. Background of Franklin's Sanitary Sewer System

The City of Franklin sanitary sewer system is relatively new when compared to the 28 other communities in the District. The District first provided sanitary sewer service to Franklin in early 1970 with the completion of the interceptor that generally follows the Root River to W. Ryan Road (S.T.H. 100) and then flows to the east along W. Ryan Road. (Note: I started as City Engineer in the summer of 1969 so sanitary sewer became available while I was City Engineer.)

Prior to the District's extension of sanitary sewer service to Franklin, three areas were developed with private sewerage treatment plants: (1) Rawson Homes Subdivision (S. 37th Place and S. 36th Street south of W. Rawson Avenue) was developed during the mid 1950's and have the oldest sanitary sewers in the City; (2) Phase I of the Mission Hills Subdivision (S. Mission Drive both north and south of W. Church Street and connecting streets to S. Mission Drive) was developed in the mid 1960's and (3) Phase I of the Root River Heights Subdivision (S. 60th , S. 59th and S. 58th Street south of W. Drexel Avenue) which also was developed in the mid 1960's and the only area in the City that has sanitary sewers were installed along the rear lot lines. As small areas in the northeast corner of the City was provided sanitary sewer service in 1974 from a sanitary sewer located in the City of Milwaukee which serves the two mobile home parks south of W. College Avenue west of S. 27th Street and a small area along the south side of W. College Avenue west of S. 27th Street.

The first major sanitary sewer project constructed by the City was the East Central Sanitary Sewer project that was constructed in 1970 and serves the general area west of S. 27th Street to S. 47th Street and from W. Ryan Road to W. Acre Avenue. Over the last four decades many sanitary sewer projects were constructed until at the present time all but 4.26 percent of the City's population is served by sanitary sewers (over 95 percent of the City's population now has sanitary sewer service). The City sanitary sewer system consists of 1,011,186 feet or 191.5 miles of sanitary sewers ranging from 8 inch diameter to 36 inch diameter which has 4,570 manholes. Beginning with the mid 1960's all sanitary sewer installations were inspected by full time on-site inspections. During the early years the District provided inspection services and when the District discontinued providing communities with inspection services, the City employed consulting engineering firms to provide full time on-site inspections.

The general areas without sanitary sewer services are as follows: (1) the area north and south of W. Rawson Avenue from S. 92nd Street to east of W. Hawthorne Drive; (2) S. 116th Street south of St. Martin's De Tour Church, including W. Mayers Drive, (3) the southeast portion of the City along and south of W. Oakwood Road to W. South County Line Road between S. 27th Street and the lots on the west side of S. 60th Street and (4) the general service area of the Ryan Creek Interceptor.

The private laterals were permitted and inspected by the City's plumbing inspector. Until 1991 the City employed a part-time plumbing inspector who worked under the direction of the Mayor and then a plumbing contractor which provided part-time plumbing inspection. During the years of part-time inspection of laterals, the actual condition of the laterals is

unknown as the inspection was not continuous and in many cases handled after normal work hours.

The likelihood of finding foundation drains connected to the sanitary sewer system in the City of Franklin is very unlikely as beginning in 1954 the state plumbing did not allow foundation drains to be connected to the sanitary sewer system and the oldest sanitary sewers were installed in or after 1955. Homes constructed prior to 1955 were served by private onsite systems and were required to comply with the plumbing code when connecting to the sanitary sewer. Also, it is anticipated that very few if any downspouts from roof gutters are connected to the sanitary sewer system as smoke testing in the 1990's confirmed that smoke was not coming from roof tops. This is not the case with many of the older communities within the District.

It is the opinion of staff after living with the City Sanitary Sewer System for over four decades that the private laterals in the older developments are most likely to have leaky private laterals as the materials, installation techniques and inspection improved each year. Staff has observed through closed circuit television that root problems have developed in the older lateral system which is an indication of leaky laterals.

III. Recommended Program for Private Property Inflow and Infiltration

Based on staff's experience with the City's sanitary sewer system (City Engineer 42 years and Sewer and Water Superintendent 38 years) it is our recommendation that the "ppii" program – the private lateral rehabilitation be centered around the oldest sanitary sewer system as they are more likely to have leaky laterals, and roots have been observed by closed circuit television in many of the older laterals which indicate leaks. (Note: Staff has a closed circuit

main line camera and a camera that can travel within the sanitary sewer main line which will provide the viewing of the actual lateral all the way to the building foundation.)

The most cost effective method to determine if an area has leaky sanitary sewers or sanitary sewer laterals is to meter small areas that flow into a specific area that can be metered. Staff has already begun metering the oldest sanitary sewers in the City located in the Rawson Homes Subdivision as follows: (1) S. 37th Place between W. Rawson Avenue and W. Madison Boulevard metered in the spring of 2010, (2) the area of S. 36th Street north of Madison Boulevard and the area of S. 36th Street and S. 37th Place south of W. Madison Boulevard metered in the spring of 2011. The result of the metering of Rawson Homes indicates a relatively high level of leaky laterals.

The District had concerns with excessive clear water in the sewer systems in Meter Shed MSO111, which services Greenfield, Milwaukee, Oak Creek and a small portion of Franklin. Staff was able to have the District install flow meters in the sanitary sewer main that serves the two mobile home parks which are the only portion of Franklin that flows into Meter Shed MSO111. After reviewing the results with the District, it was determined that Franklin's portion of Meter Shed MS011 was not a major concern and did not have a high level of inflow and infiltration. (This area may want to be revisited after the completion of the City's whole system has been analyzed.).

It is recommended that the next older sanitary sewer system, the first phases of Mission Hills and Root River Heights sanitary sewers that were installed in the mid 1960's be metered in six locations in the spring of 2012 to determine if these systems have a clear water problem. The metering would be performed during a three month period during the months of April,

May and June. If Mission Hills and/or Root River Heights indicate high levels of inflow & infiltration the next oldest in the East Central System would be recommended for flow metering.

As staff has identified that the Rawson Homes Subdivision has leaky laterals from the evidence of a root problem in the laterals and the high clear water flow that was metered during rain events, it is recommended that a pilot or demonstration program be developed to correct the leaky lateral on S. 37th Place from W. Rawson Avenue to W. Madison Boulevard. This area of 33 homes was selected as 2/3 of the homes do not have basements, the mainline sanitary sewers are transit pipe with long laying length, and the sanitary sewers are very shallow (5 to 6 feet deep) which should provide least costly rehabilitation process.

The pilot or demonstration project would be completed to ascertain if it is cost effective to rehabilitate the laterals, if the rehabilitation is accepted by the majority of property owners, and if the District's funding is sufficient for the total City. A brief description of the proposed project is as follows:

- A. A public relations program would need to be developed as it will be necessary to obtain the permission of the 33 property owners to enter their property to conduct tests and rehabilitation of their laterals.
- B. That with the property owner's permission, the plumbing inspector inspects the eleven (11) homes with basements.
- C. That, with the property owner's permission, dye would be injected on top of the lateral (at three locations – one at the bottom of the ditch, one near the foundation of the home and one in the middle between the first two).

- D. That, with the aid of closed circuit television in the main line sanitary sewer, the flow of the dye water that enters a lateral would be observed for each of the 33 laterals.
- E. The result of the dye study will be reviewed by the consultant, and a recommendation made as to the action to be taken, if any, on each lateral.

It is anticipated that if the City uses 100 percent of the District funds to provide the engineering, investigation, and rehabilitating the lateral through either a dig-up, relining or pipe bursting, that a high percent or nearly all of the property owners will take advantage of this program as in effect their 56 year old lateral will be rehabilitated to a like new or better than new condition.

The second phase of the program would be the “bmp” phase which would be to identify drainage improvement throughout the City which could be constructed on private property to eliminate the potential of over land storm water from entering the basement of residential homes. The Assistant City Engineer would handle this phase, and working with the Board of Public Works to identify areas that would qualify for District funding. The drainage improvement could include the grading of swale or piping to convey storm drainage away from the basements. Each project that is identified and meets the District standard would receive a priority as to need, and be presented to the Common Council for approval. Depending on the project, some could be engineering in house and other more complex projects could be engineered through a consulting engineering firm. It is assumed that all construction would be by bid with work being completed by an outside contractor with written approval of the property owner or owners. It is estimated that 100 percent of the cost of the “bmp” program would be paid by the District.

IV. Initial Cost of Metering and the Pilot or Demonstration Private Lateral Rehabilitation Program

The following is the estimated cost to (A) meter the six locations in Mission Hills and Root River Heights Subdivision – 3 meters each and (B) to engineer, investigate the need to rehabilitate the 33 laterals on S. 27th Place between W. Rawson Avenue and W. Madison Boulevard, and (C) rehabilitate the 33 laterals on S. 37th Place:

A. Metering of Mission Hills and Root River Heights	\$ 31,800
B. Engineer, and investigate 33 laterals	30,530
C. Rehabilitate 33 laterals @ \$6,000/each	<u>198,000</u>
	\$260,330

After completing the metering and the pilot or demonstration study, the City should have the necessary information to move forward with the next seven years to remove clear water from the City's private property. A well managed plan will maintain the City of Franklin's sanitary sewer system as one of the best in the district.

V. Selection of Consulting Engineer

As per the direction of the Common Council on April 19, 2011, staff has completed the quality selection process to select a consulting firm to assist with the "ppii". Staff placed an "ad" in the Daily Reporter for interest and qualifications and six consultant engineers submitted. The Mayor appointed a selection committee made up of: Jim Bartnicki (Board of Public Works Commissioner and retired Public Works Director of Shorewood), Tom Wolf (Retired MMSD top management and resident of Franklin), Roy Kainz (Sewer and Water Superintendent), Assistant City Engineer Ron Romeis and City Engineer John Bennett.

The selection committee interviewed the six firms that responded to the request for interest and qualifications. The results were that two firms, Brown and Caldwell and Ruckert-Mielke were the two firms selected by the committee with Brown and Caldwell having one more vote. Staff worked with Brown and Caldwell but after a month did not receive a proposal. One of the concerns of the selection committee was that Brown and Caldwell were too busy to provide service to the City as they were selected by the District to perform "ppii".

Staff has negotiated a proposal with Ruckert-Mielke and have compared costs with the costs provided to the District and have found them very comparable. It is staff's recommendation that the Common Council approve the agreement with Ruckert-Mielke for the "ppii" program, engineering and investigation for the pilot program, and the metering of the Mission Hills and Root River Heights Subdivision. Also, as a sub-consultant to Ruckert-Mielke, that City contract separately with Visu-Sewer to perform the closed circuit television, dye flooding and ditch flooding. The costs submitted are unit costs and the estimated expenditures for the pilot or demonstration program are as follows:

A. Ruckert-Mielke

- 1.) Lateral inspection and external house inspection

33 @ \$125 each ----- \$ 4,125

- 2.) Summary of inspection report

33 @ \$25/each ----- 825

- 3.) Prepare MMSD work plan, administration and one

staff meeting ----- 3,500

- 4.) Review lateral inspection and recommend rehabilitation method

33 @ \$25/house ----- 825

Sub-total for pilot study: \$ 9,275

5.) Flow Metering in Root River Heights and Mission Hills

(3 meters each)

6 meters for 12 weeks @ \$400/metering - - - - - \$28,800

Reports of metering results @ \$500/meter - - - - - 3,000

Sub-total for metering: \$31,800

TOTAL Pilot Study & Metering: \$41,075

B. Visu-Sewer

1.) Camera set-up in five manholes @ \$350/each - - - - - \$ 1,750

2.) Set-up camera to launch in lateral 33 @ \$190/each - - - 6,270

3.) Camera inspection of lateral

@ 0.75/ft. (33 laterals @ \$60) - - - - - 1,485

4.) Lateral dye injection, 3 per lateral

33 laterals @ \$250/each - - - - - 8,250

5.) Sonde location of laterals

33 @ \$125/each - - - - - 4,125

TOTAL for pilot study: \$21,880

TOTAL COST For Ruekert-Mielke & Visu-Sewer: \$62,955

In addition to the above cost it is estimated that in order to run a cameral through each lateral, some laterals may require root cutting – estimate about 10 @ \$350/lateral or \$3,500. Also, some consulting time may be necessary for public information to create brochures and exhibits – estimate \$5,000. The building inspection’s plumbing inspector will made the inside inspections of the eleven homes with basements. It is estimated that the eleven

inspections would take two hours each for 22 hours at \$46.30 per hour including benefits or a billable cost to the District of \$1,018.60 – use \$1,020.

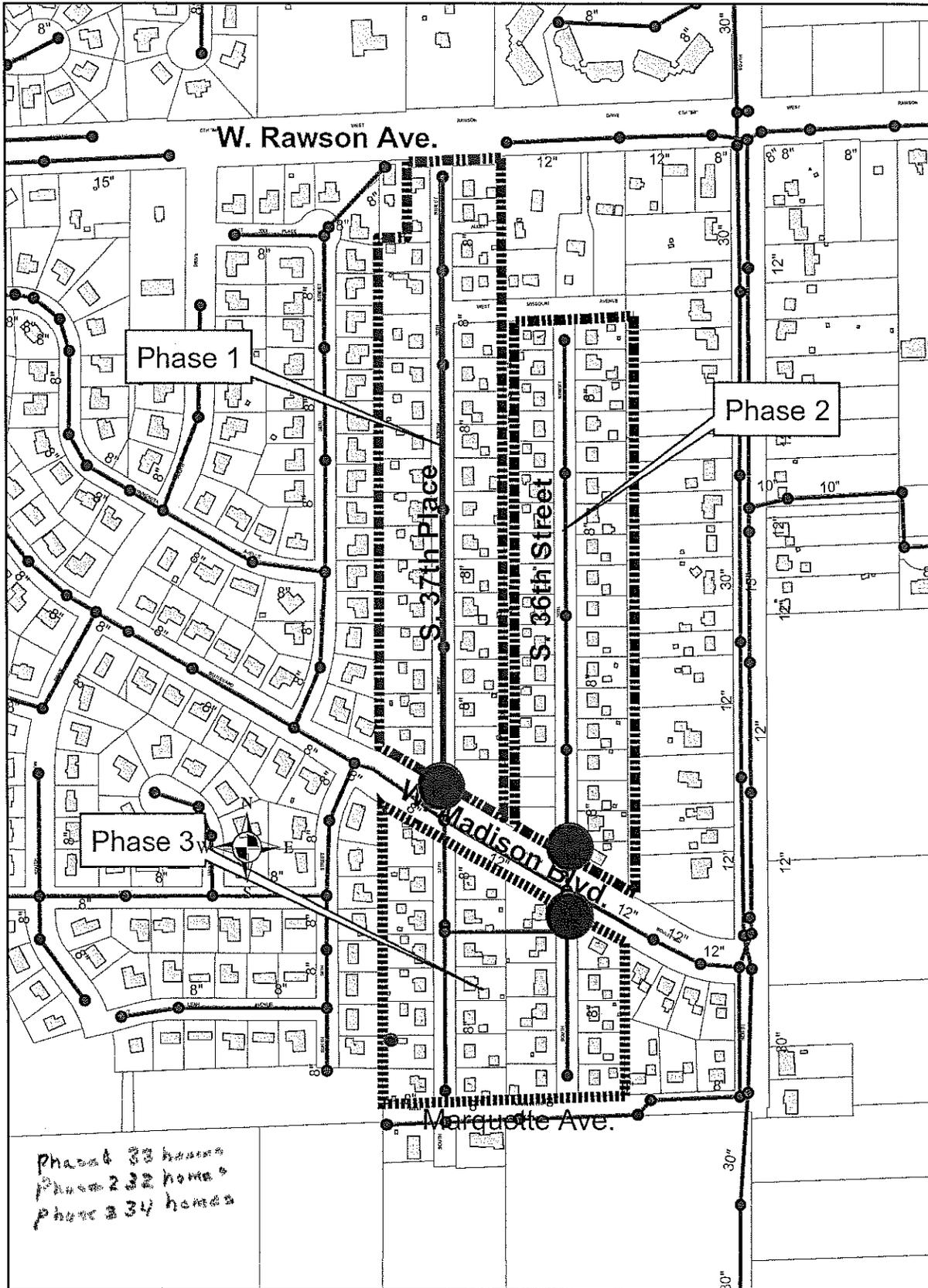
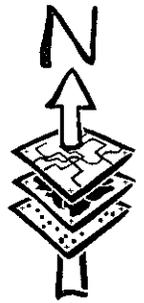
The total project cost is estimated as follows:

A. Consultant fees	\$62,955
B. Lateral Cleaning	3,500
C. Public relations	5,000
D. Inspection	<u>1,020</u>
TOTAL:	<u>\$72,475</u>

JMB/db/sg

Jb/Memo Mayor and Common Council ppi 2011

CITY OF FRANKLIN PRIVATE PROPERTY I/I PROGRAM PHASE ONE -- PILOT PLAN



Meter Locations

600

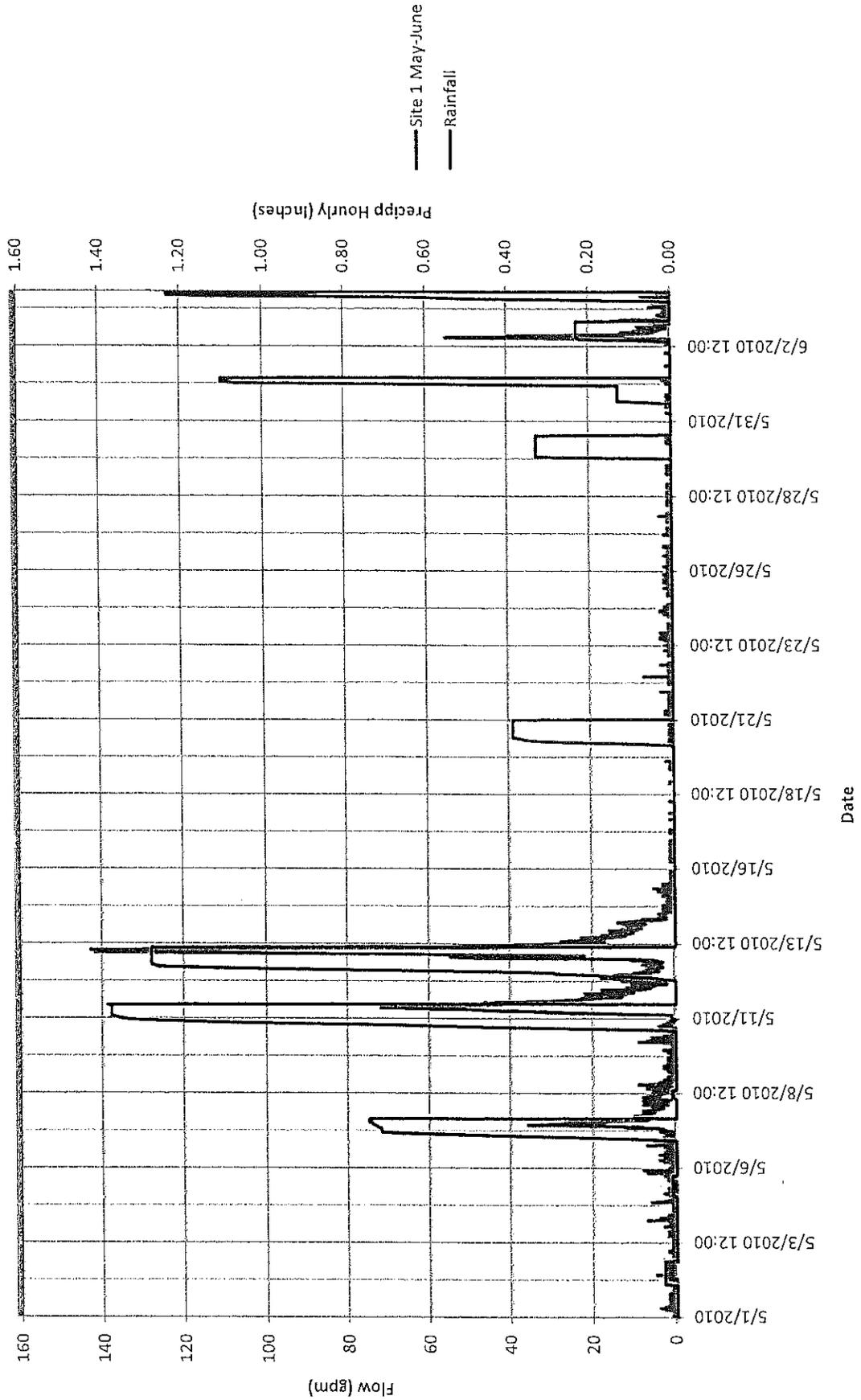
300

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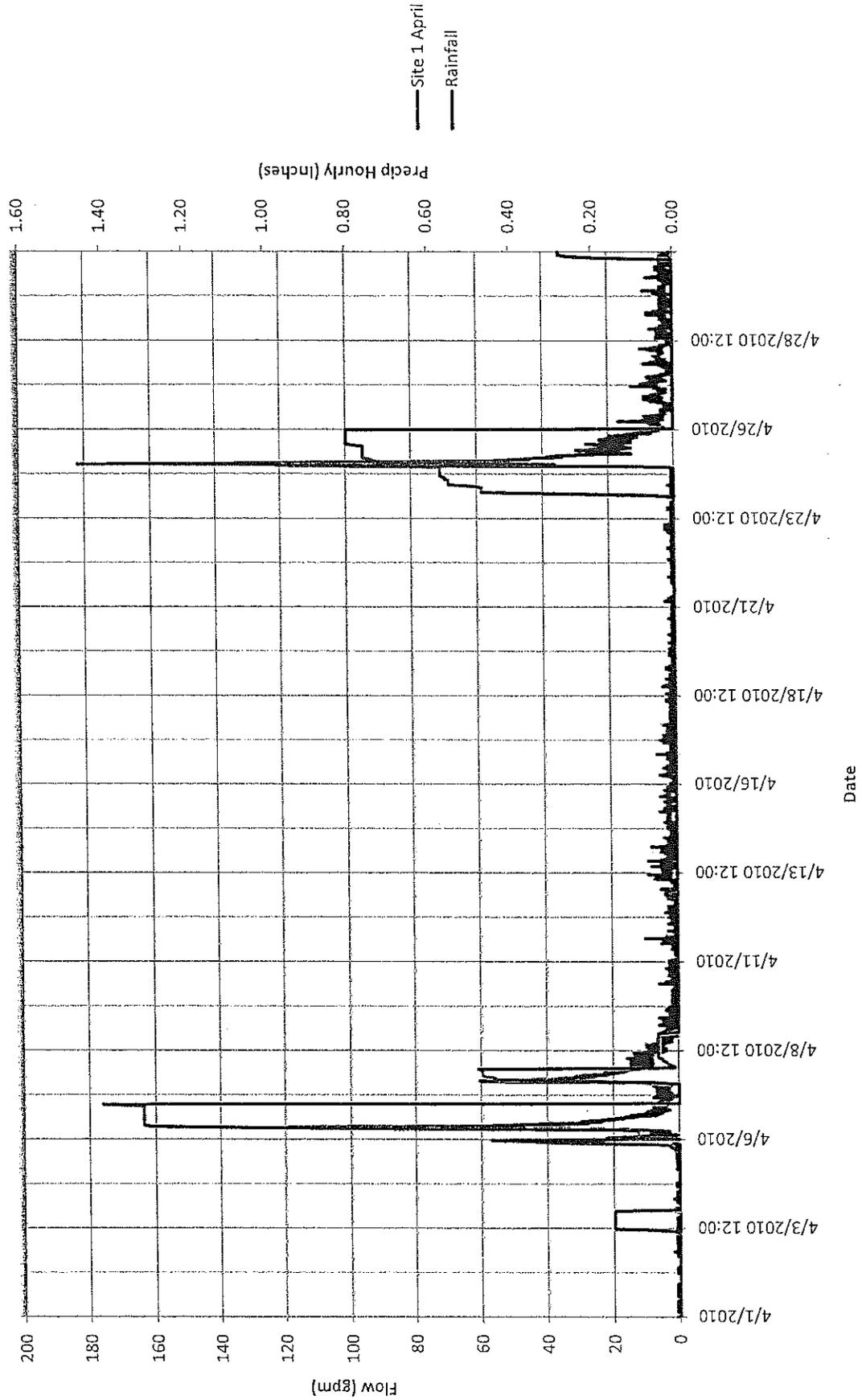
600 Feet



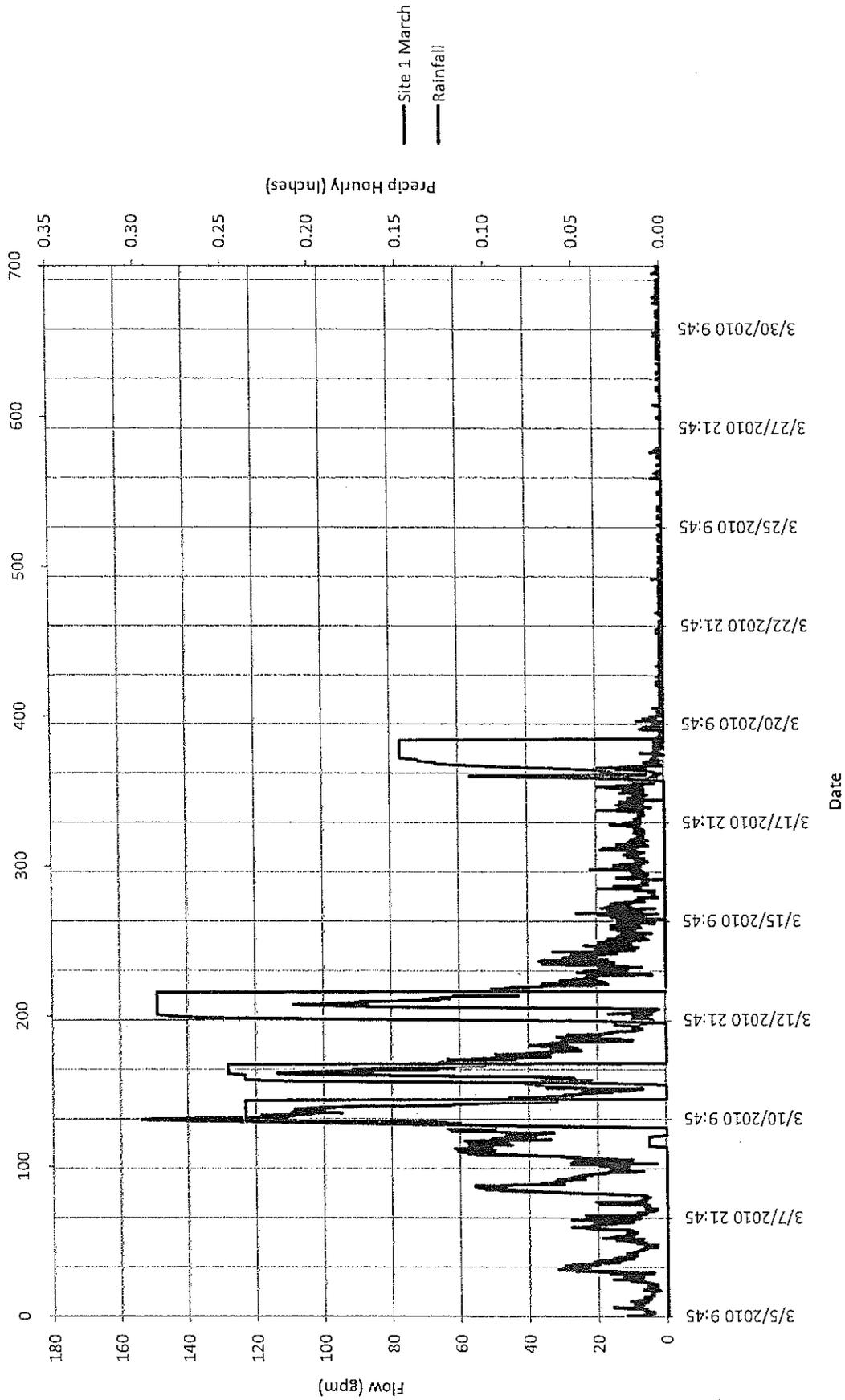
City of Franklin - 37th Street Flow Monitoring
Site 1 - May 1 to June 4, 2010



City of Franklin - 37th Street Flow Monitoring Site 1 - April 2010

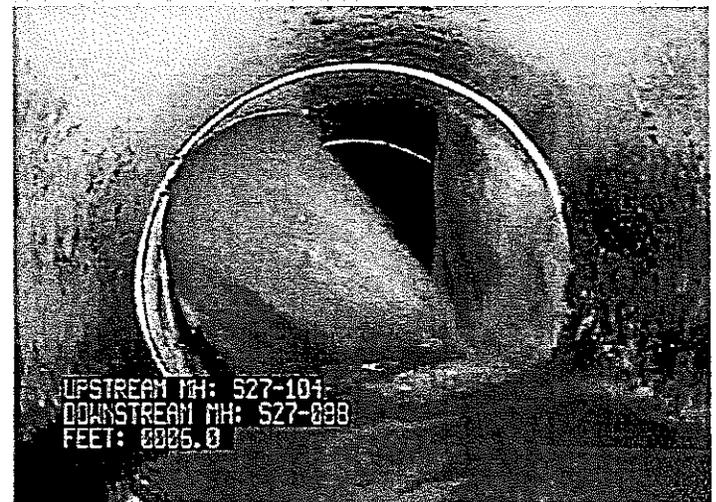
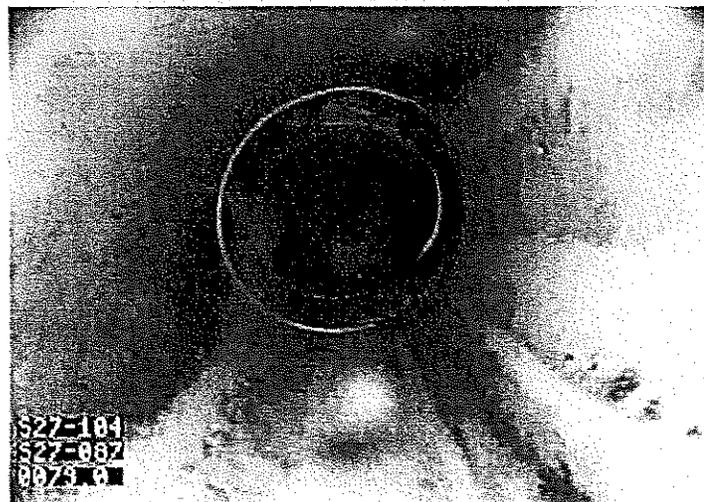
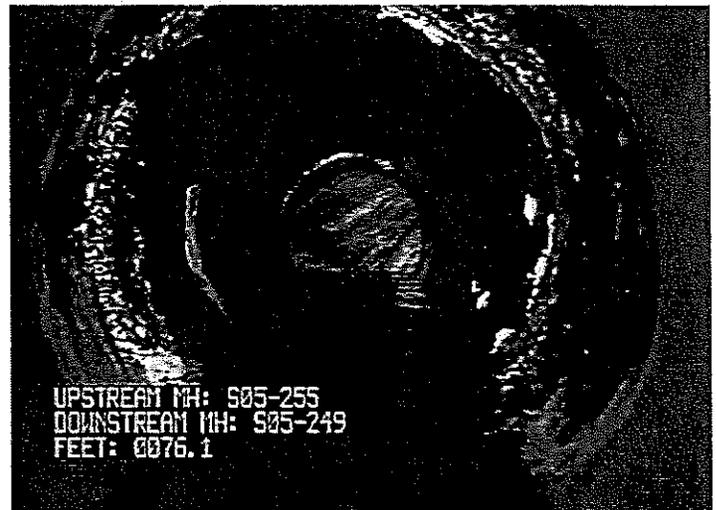
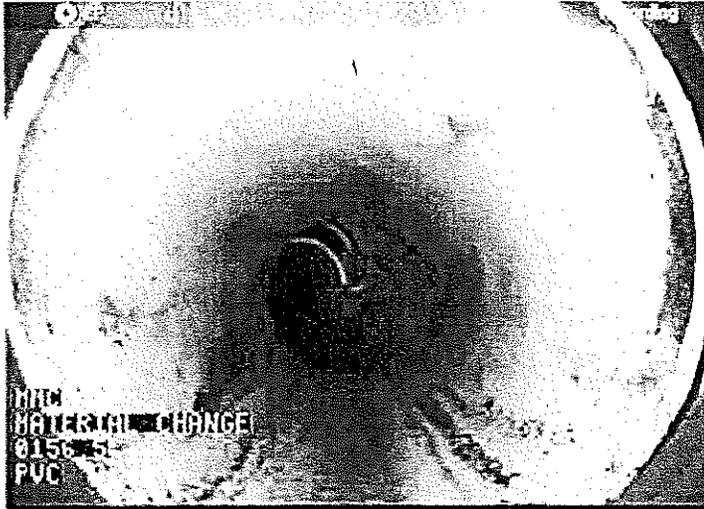


City of Franklin - 37th Street Flow Monitoring Site 1 - March 2010

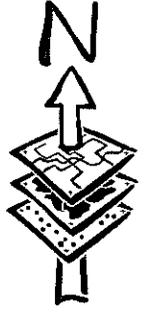
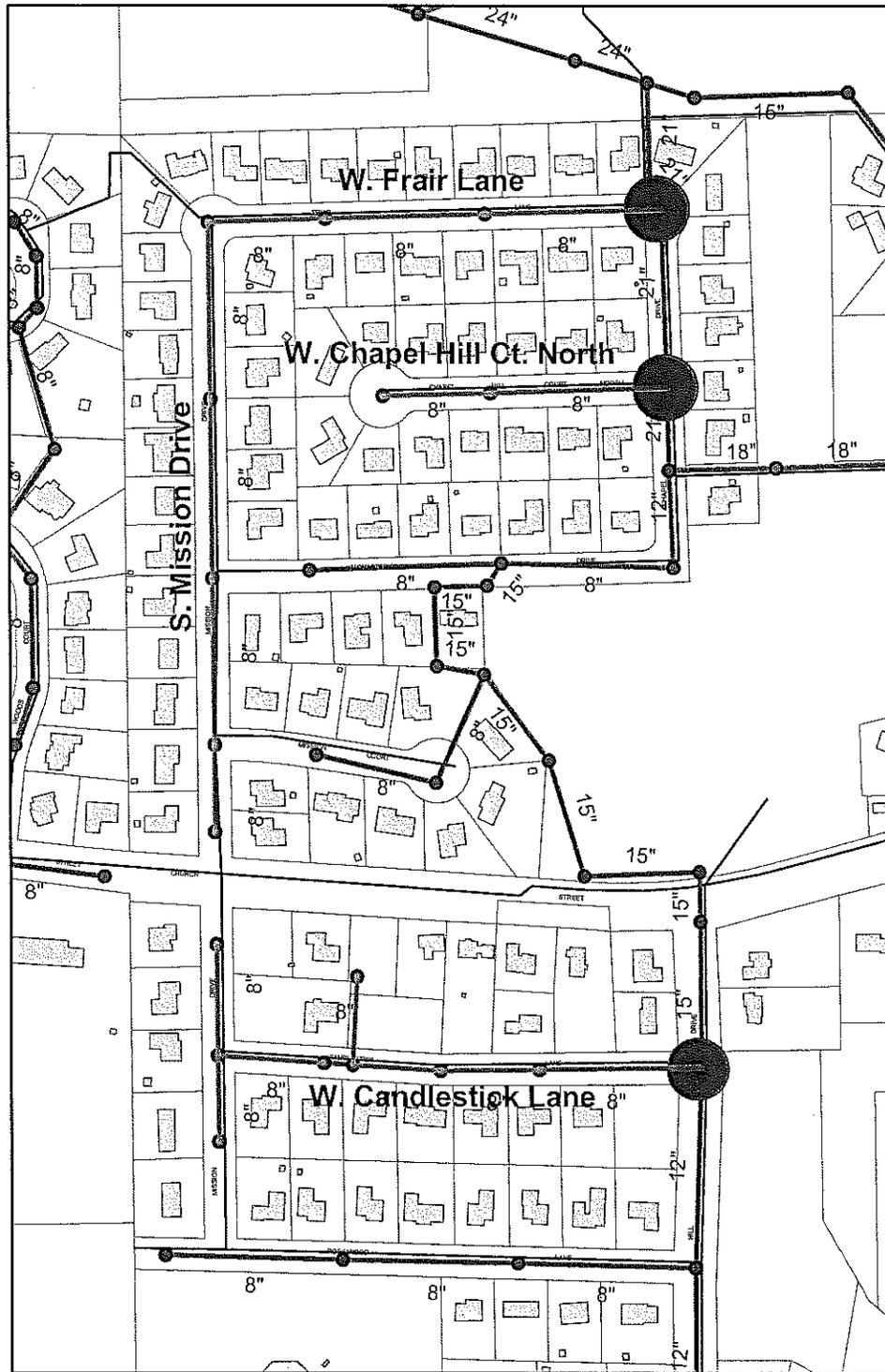


SAMPLE SANITARY SEWER DYE FLOODING PICTURES

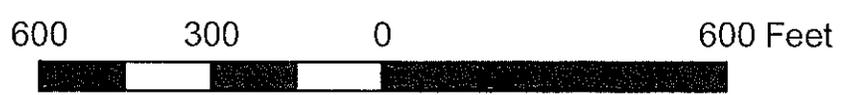
Before & During Dye Flooding



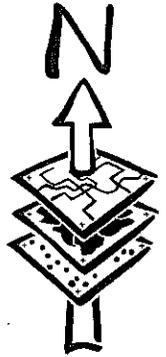
CITY OF FRANKLIN PROPOSED FLOW METERING PRIVATE PROPERTY /// MISSION HILLS



 Proposed Meter Location 91 homes



CITY OF FRANKLIN PROPOSED FLOW METERING PRIVATE PROPERTY III ROOT RIVER HEIGHTS



● Proposed Meter Location 118 homes

600 300 0 600 Feet



Appendix A

Private Property Infiltration and Inflow Reduction Program

Classification of Work

The following table offers guidelines for classification of work as eligible for District reimbursement or not eligible for District reimbursement. The list is not inclusive or exhaustive and is subject to change.

Work Type	PPI/I Work Eligible for District Reimbursement	PPI/I Work Maybe Eligible for District Reimbursement	PPI/I Work Not Eligible for District Reimbursement
Private lateral replacement, repair, or rehabilitation, where replacement or rehabilitation is being performed to reduce private property I/I	X		
Public building lateral replacement, repair or rehabilitation as part of a larger private property based project.		X	
Private property foundation drain disconnections from sanitary that are not currently illegal	X		
Private property sewer main replacement, repair, rehabilitation and related design, planning, investigation		X	
Sump pump installation in conjunction with a foundation drain disconnect (that is not currently illegal) to direct inflow away from the sanitary including minor electrical directly related to the installation	X		
Major electrical upgrade such as new panel installation			X
Sump pump replacement of existing installation or upsizing of existing sump pump			X
Separation of combination sumps that have gray water (e.g. laundry wash water and floor drain wastes) and clear weather sources directed to them that are not currently illegal	X		
Cleanout repair/rehabilitation, where work is performed to reduce private property I/I	X		
Stormwater work that has a well defined and verifiable impact on the reduction or elimination of private property I/I		X	
I/I reduction work not related to private property			X

Appendix A

Private Property Infiltration and Inflow Reduction Program

Classification of Work

The following table offers guidelines for classification of work as eligible for District reimbursement or not eligible for District reimbursement. The list is not inclusive or exhaustive and is subject to change.

Investigation and inspection specifically intended to identify and or quantify PPI/I sources	X
<ul style="list-style-type: none"> • Dye testing • Smoke testing • Flow monitoring • House inspections • Televising focused on PPI/I 	
Staff and consultant time to prepare annual District PPI/I or CMOM reports	X
PPI/I Information and Education (such as website or publication as it directly relates to a project, etc.) efforts	X
Direct in-kind staff time directed toward managing and reporting on PPI/I work (no indirect: i.e. accounting, administrative overhead, etc)	X
Staff, consultant, or other costs related to developing, promulgating or enforcing ordinances related to I/I not directly related to or leading to specific work reducing PPI/I	X
I/I reduction work on the publicly owned main	X
I/I reduction work on the public portion of a lateral sewer if work is in conjunction w/ PPI/I efforts	X
Consultant time directly involved in PPI/I efforts	X
Sewer maintenance work	X
<ul style="list-style-type: none"> • Lateral root control • Lateral blockage removal • Lateral televising not specific to PPI/I identification • Lateral repair for non I/I control purposes 	
New Lateral construction related to development	X
Work on oil and grease separators	X
Previously completed work	X
Ongoing maintenance work	X
Work performed or already required as part of court order	X

Appendix A

Private Property Infiltration and Inflow Reduction Program

Classification of Work

The following table offers guidelines for classification of work as eligible for District reimbursement or not eligible for District reimbursement. The list is not inclusive or exhaustive and is subject to change.

Work done to eliminate illegal connections (Note – the municipality is still required to do this work although not considered PPI/I eligible work)	X
Indirect municipal staff time-administrative overhead	X
Purchase and installation of standby generators or battery backups to run sump pumps during power outages	X
Capital purchase of O&M equipment, investigative equipment, repair/rehab equipment, monitoring equipment, or similar (e.g. street sweepers, sewer cleaning equipment, sewer televising and inspection equipment, vacuors, other vehicles, pumps, plugs, smoke testing equipment, catch basin cleaning equipment, flow monitors, manhole picks, surveying equipment, lining equipment, computer hardware or software)	X
Purchase of equipment and supplies consumable and/or exclusively used for the PPI/I project	X
Municipal staff time for operating O&M equipment, investigative equipment, repair/rehab equipment, monitoring equipment specifically for the identification of PPI/I for the program as part of an approved work plan	X
Installation of backflow preventer, hung plumbing, or similar device not directly addressing the intent of the program.	X
Installation of a household sanitary pump station, e.g., grinder pump, or any other private sanitary system.	X
Disconnection and removal, sealing, or isolation of a sanitary connection from an abandoned lateral, a lateral intended to be abandoned, or a lateral that has been identified as a PPI/I contributor	X
Acquisition and/or demolition of property or structures	X
Construction inspection costs for verification of quality and completeness of work	X

Statement of Policy

Milwaukee Metropolitan Sewerage District's 2010-2020 Private Property Inflow and Infiltration Reduction Program

Introduction

Infiltration is the quantity of water entering a sewer system through such sources as defective pipes, pipe joints, connections or manhole walls. Inflow is the quantity of water entering the sewer system through connections such as area or foundation drains, connected downspouts, and catch basins. Many sources of inflow are illegal. During rain events, infiltration and inflow (“I/I”) dramatically increases the flows in the sanitary sewer system.

Infiltration and inflow increases the amount of flow in the sewer system which ultimately must be conveyed, stored or treated by the Milwaukee Metropolitan Sewerage District (“District”) at a cost to the District’s tax and rate payers. Infiltration and inflow, during significant rain events, can lead to overflows from the sewer system into area waterways and can cause property damage like basement backups. In 2008, 2009 and 2010, severe storms caused thousands of basement backups in the District’s service area causing lost possessions, destroyed appliances, and ruined living spaces at a significant cost to area residents, that in many cases cannot be recovered through insurance claims, and significant personal distress to thousands of people.

Infiltration and inflow can occur from sources on both public and private properties. Under Wisconsin law¹, the District is not authorized to “operate, maintain, rehabilitate or preserve local sewers or appurtenant local facilities” and therefore this 2010-2020 Private Property Inflow and Infiltration Reduction Program (“Program”) is not providing funding for work on local sewers that are owned and operated by the District’s member and customer communities. The District has determined that it may perform or fund work on private property to reduce I/I and thereby reduce operating costs, capital program expenditures, and reduce the risks of overflows and basement backups.

There are a variety of ways to remedy I/I on private property. These include downspout disconnection, foundation drain disconnection, lateral repair, lateral rehabilitation and improved surface water drainage.

¹ Wis. Stat. § 200.33(1)(b) states “[e]xcept as provided in sub. (2), ss. 200.21 to 200.65 do not authorize the commission to operate, maintain, rehabilitate or preserve local sewers or appurtenant local facilities constructed by a municipality....”

This Program, as described by this Policy Document, is focused on funding remedies for I/I in order to reduce the amount of flow that must be stored, conveyed and treated by the District thereby reducing the risk of basement backups. This Policy Document sets forth a framework for the Program – as the Program matures and additional information is gathered, the District anticipates that it will be necessary or desirable to modify this Policy Document, including the potential for a financial contribution by the private property owner served.

The District makes the following Legislative Findings as the rational basis for this Program.

1. Basement backups are a significant public health and safety issue.
2. Under many circumstances, removing I/I from private property is the most direct means to reduce the risk of basement backups because it removes excess flow at the source.
3. In most circumstances, basement backups are caused by sewer surcharging that is very close to the affected property. Therefore, a) I/I reduction work in the combined sewer area will help reduce the risk of basement backups in the combined sewer area, and b) separating combined sewers is likely to have a minimal effect, if any, on basement backups in the separated sewer area. Most basement backups in 2008-2010 occurred in separated sewer areas.
4. Private property I/I work can result in lower capital and operating costs to the District and the 28 municipalities it serves, along with benefits including the availability of sewer backup insurance, lower disaster recovery costs, and preventing the devaluation of properties.
5. Disconnecting foundation drains is a very effective strategy for reducing inflow. Rehabilitation or replacement of laterals (including flood grouting) is also one of the most effective strategies for reducing infiltration, especially in older communities where deteriorated laterals can contribute very large quantities of clear water to the sanitary sewer system.
6. Private property I/I work reduces the risks of combined and sanitary sewer overflows to surface water during wet weather by increasing the percentage of total flow that can be conveyed, stored and treated.
7. Deteriorated laterals are also a source of pollution to area surface and ground waters and pose public health issues other than basement backups.

8. Although privately owned, lateral sewers are a necessary part of the collection system. Although lateral replacement or rehabilitation may be a benefit to the private property owner, that benefit is incidental to the public benefits and public purpose described above.

Definitions

Account: The District will maintain a record of the funding allocated annually to each Municipality (the Funding Allocation) and the Cumulative Funding Allocation (see below) for each Municipality net of any disbursements or transfers.

Cumulative Funding Allocation (CFA): Means the amount of money allocated to a Municipality accumulated over a period of years up to the current District fiscal year, net of any disbursements or transfers.

Design, Planning and Investigation Work: Professional services to plan an I/I reduction program, to assemble bid packages, or to design rehabilitations or replacements. This includes investigation work such as house inspection, televising, dye testing and smoke testing, as well as flow monitoring work.

Design, Planning and Investigation Cap: At the beginning of the Program, the District will calculate the Design, Planning and Investigation Cap for each Municipality. This Cap will be calculated by taking 20% of the projected total allocation over ten years, assuming total allocation of \$156 million² and based on the 2011 equalized value percentages. For example, a Municipality with 4.5% of the equalized property value would be projected to receive a total of \$7,020,000 during the ten years of the Program (based on \$156 million in total allocation) and would have a calculated Design, Planning and Investigation Cap of \$1,404,000. **It is important to understand that the actual amount allocated and dispersed to the Municipality will depend on the District's annual budget process**, but to provide some level of certainty at the beginning of the Program, the Design, Planning and Investigation Cap will be based on the current spending projection.

Funding Allocation: Means the amount of money from the Program annually allocated to a Municipality in any given year of the Program. The Funding Allocation will be based, on a proportional basis, to the amount of equalized value of property in the Municipality that is

² \$156 million represents the total project cost of \$151 million for this Program, plus \$5 million for the total project cost of the Stormwater Best Management Practices Program. The District will be allowing Municipalities to transfer allocation from the Stormwater Best Management Practices Program to the Program by request to the District's Executive Director.

serviced by the District as a percentage of total equalized value in the District's total service area. **It is important to understand that the actual amount allocated and dispersed to the Municipality will depend on the District's annual budget process.**

Infiltration: Has the meaning established by sec. NR 110.03(16), Wis. Admin. Code.

Inflow: Has the meaning established by sec. NR 110.03(17), Wis. Admin. Code.

Lateral: For the purpose of this Program, this means the entire pipe which carries wastewater flow from a privately owned building to a publicly owned sewer, also known as a "building sewer". For the purpose of this Program, this definition includes the building drain and any portion of the pipe located beneath the building.

Municipality: Municipality refers to the 28 municipalities serviced by the District, either as members or customers. Milwaukee County is not considered a Municipality for the purpose of this Program.

Private Property: Property that is not owned by a governmental entity. Governmental entities include cities, villages, towns, counties, school districts, sewerage districts, park districts, federal agencies and the State of Wisconsin.

Program: The District's 2010-2020 Private Property Inflow and Infiltration Reduction Program.

Program Funding: The money provided by the District to Municipalities under this 2010-2020 Private Property Inflow and Infiltration Reduction Program.

Eligible Work

This Program provides funding for work which reduces I/I from private property sources. In order to receive funding, a Municipality must submit a Work Plan to the District and obtain approval from the District prior to beginning work. Work Plans for Design, Planning and Investigation Work may be submitted separately from, or together with, Work Plans for physical remediation work. The District expects Municipalities to prioritize work areas, where feasible, to focus on areas with sewersheds within identified metersheds that do not comply with the District's rules on Peak Flow Rate Reduction (MMSD Rules §3.201 et seq.) on areas with basement back-up issues, on areas with a history of municipal or District overflow activity, and other areas identified as sources of high I/I because of age and type of infrastructure. Municipalities which demonstrate they have no contiguous or discrete I/I problem areas may utilize funding for I/I work across the Municipality.

The following activities on Private Property will be eligible for funding upon approval of a Work Plan.

- i. Disconnection of a foundation drain from draining to the sanitary sewer system and installation of a sump pump and piping to discharge the drainage to a yard, rain garden, or storm sewer system.
- ii. Replacement of deteriorated lateral sewers.
- iii. Rehabilitation of deteriorated lateral sewers (for example, using cured-in-place lining, flood grouting or other methodologies).
- iv. Complete disconnection of existing laterals.
- v. Installation of privately owned storm sewer laterals and/or privately owned and located storm sewers where necessary to convey stormwater that is no longer going to the sanitary sewer system.
- vi. Inspection/investigation costs, such as dye testing, smoke testing, televising and flow monitoring (subject to the Cap).
- vii. Professional services including planning, design work, preparation of bid documents, and home inspections (subject to the Cap).
- viii. Construction inspection costs (different from item vi. above) to inspect and verify the performance of contractors.
- ix. Public education and outreach work.

The following activities may be eligible for funding as determined by the District on a case-by-case basis.

- i. Facilities or practices for management of surface flooding in circumstances where surface flooding is a source of inflow. Preference will be given to solutions which employ stormwater best management practices.
- ii. Public building laterals which are part of a larger private property based project in a high priority I/I reduction area.
- iii. Any other strategies for I/I reduction where demonstrated to be effective.

The following activities are not eligible for funding.

- i. Work to remedy situations which are currently illegal (for example, disconnection of foundation drains that are not “grandfathered” under current rules).
- ii. Backflow preventers, hung plumbing, and other basement backup prevention measures that do not result in a reduction in I/I.
- iii. Municipal staff time except as described in an approved Work Plan for activities the Municipality elects to self-perform rather than contract out (see Option 3, below).
- iv. Costs to develop, promulgate or enforce ordinances relating to I/I.

Work Plans should include the following information:

- a. A map of the location of the work.
- b. A description of the work to be performed, including public information/outreach and, for construction/remediation work, a plan for provision of construction inspection.
- c. A project schedule, including approximate start and end dates.
- d. A project budget, including a proposed procurement strategy, detailing how the Municipality anticipates obtaining necessary services (public bid, three quotes, self-perform, etc.).
- e. Expected results of the work, including a strategy for quantifying the reduction in I/I.

Work Plan Execution

Upon District approval of a Work Plan, the District and the Municipality will enter into a Partnership Agreement that sets forth the specific terms and conditions of funding. The Work Plan can be implemented through a variety of procurement options:

Option 1: The Municipality can hire contractors (including consultants) to perform the work and receive reimbursement from the District. The District will reimburse costs as incurred by the Municipality and verified by the District. The District will strive to reimburse all costs within 30 days of submission of an invoice and adequate back up documentation to the District.

Under Option 1, all construction work over \$25,000 must be awarded to the lowest responsible bidder conforming to an Invitation to Bid. The selection of professional service providers must be performed in accordance with the Municipality's internal ordinances and policies.

Option 2: The District can hire contractors (including consultants) to perform the work, and the District will make direct payments to the contractors. The use of this Option 2 is at the discretion of the Municipality but may be attractive for Municipalities who do not have the internal staff to manage bidding, contracting and oversight of the work. Municipalities may be able to combine Work Plans under District-let contracts for additional cost savings. The cost of District management and oversight will be deducted from the Municipality's funding allocation.

Option 3: A Municipality can elect to have its own staff perform planning and design work and/or remediation work. The District will reimburse actual labor (hourly rate plus a benefits multiplier), material and equipment costs for self-executed work. The District will reimburse costs for training work crews on I/I reduction strategies. The District will not reimburse administrative or indirect management costs.

Option 4: The Municipality can require Private Property owners to directly contract for the work and then provide reimbursement to the property owner from funds it receives from the District. Reasonable management costs would also be eligible for reimbursement under this option.

Access

Access to Private Properties can be obtained through a voluntary Access Agreement. If the Municipality desires, the District will provide a template Access Agreement that can be customized by the Municipality. Obtaining access is the responsibility of the Municipality (except under the District-let procurement option (Option 2)) and the cost of obtaining access is eligible for reimbursement.

If a Municipality or the District identifies property owners who will not allow voluntary access, either the Municipality or the District may apply to the appropriate Court for enforcement of the District's or Municipality's rules.

Work Plan Verification

Each Partnership Agreement will set forth specific mechanisms for inspection and verification of the work by the Municipality or the District, depending on the size, scope and nature of the work

to be performed. The District expects Work Plans to provide a strategy for performing adequate construction inspection.

In addition, the District may, at its sole cost and without debit to a Municipality's Funding Allocation, perform periodic checks of construction projects to ensure that the work is proceeding according to the approved Work Plan and Partnership Agreement.

In addition, each Municipality will be required to submit a final report to the District detailing the work accomplished, barriers encountered, costs, and any available flow reduction information.

Design, Planning and Investigation

The focus of this Program is on actual remediation work to reduce I/I from private property sources. Therefore, the District will cap reimbursement of management, planning, design and inspection/investigation work. The Cap will be established as set forth in the definitions. A Municipality may select a professional service provider (engineering firm, planning firm, etc.) or it may self-perform this work.

In addition, the District has hired a team of engineers to serve as a Regional Engineering Consultant to support all of the Municipalities in planning and designing private property I/I reduction projects. Each of the District's Municipalities may obtain services from the Regional Engineering Consultant, subject to the District's budget. The cost of service obtained from the Regional Engineering Consultant will be debited against the Municipality's Account and will count toward the Design, Planning and Investigation Cap.

In order to quickly respond to basement backups, the District has entered into contracts with National Power Rodding to inspect laterals throughout the District's service area. This service is available to each Municipality. The cost of inspections performed under these contracts will be debited against the Municipality's Account and will "count" toward the Design, Planning and Investigation Cap.

As the Program develops over time and the District is able to better evaluate the need for design, planning and investigation services, the District may elect to raise the Design, Planning and Investigation Cap.

Public Education and Outreach

Public education and outreach will be critical to the success of this Program. Owners will need to understand the importance of having this work performed on their property, and will need to understand their new infrastructure – particularly where foundation drains are disconnected and sump pumps are installed.

The District intends to enter into a contract for public outreach services. The Public Outreach provider will supply each Municipality with materials that can be used with owners. The Public Outreach provider will also be able to work directly with Municipalities.

Public education and outreach performed in a specific Municipality in conjunction with I/I reduction work is eligible for reimbursement under this Program. Public education and outreach is not subject to the Design, Planning and Investigation Cap.

Rule Changes

In support of this Private Property I/I Reduction Program, the District may make changes to its rules. Should this occur the District will follow the notice and comment procedures required by Wisconsin Statutes § 200.45 and involve the Technical Advisory Team.

Funding

A. 2010-2020 Funding Allocation (FA)

The Funding Allocation is the amount of money from the Program annually allocated to a Municipality in any given year of the Program based on the Equalized Value of the Municipality's service area as a percentage of the Equalized Value of the District's total service area.

Funding that is not provided to a Municipality (either by reimbursement or through District spending on behalf of the Municipality) during the year will be carried forward to the next year, referred to as the Cumulative Funding Allocation (CFA).

Any allocation of funding that remains in a Municipality's CFA account (i.e., money that has not been disbursed to the Municipality or spent by the District on the Municipality's behalf) as of January 1, 2021 may be reallocated by the District to other capital expenditures. However, if a Municipality has been making progress under an approved Work Plan, and unforeseen

circumstances cause a delay in completion of the work, the District may extend the funding allocation to allow for completion of the work.

B. Municipality's CFA Account

A Municipality's CFA account can be debited in two ways. First, the Municipality can perform eligible work and receive a reimbursement. Second, the District may contract directly for work on behalf of the Municipality and the payments made by the District for that work is debited against the Municipality's CFA account.

C. Spending Above the Annual Funding Allocation

Municipalities may wish to spend more dollars in a given year than the Funding Allocation for that year. Pursuant to an approved Work Plan, a Municipality may spend more than its Cumulative Funding Allocation, but the Municipality will have to wait for future years for reimbursement. For example, if a Municipality has an annual expected Funding Allocation of \$500,000, and it elects to spend \$2,000,000 on private property I/I reduction in 2011; it will receive reimbursement of the \$2,000,000 over four years – receiving the first \$500,000 in 2011, and the remainder as three lump sum payments of \$500,000 per year. Such lump-sum payments will not be made until May 1 of any given year and the District will not cover financing costs.

It is important to note that no Funding Allocation for any year is guaranteed until the District's Commission passes the Budget for that year.

D. Prior Spending Eligible for Reimbursement

A Municipality may submit a Work Plan for eligible work performed since January 1, 2010. If the Work Plan is approved, the Municipality may be reimbursed for the cost of eligible work performed since January 1, 2010, up to the available dollars in the Municipality's CFA account. No such payments will be made until after May 1, 2011.

E. Cost Match

The District is not requiring any matching funds from Municipalities in order to receive funding from the District under this Program. The District encourages Municipalities to put some of their own money toward Private Property I/I reduction as well, in order to maximize the results that can be achieved through this Program.

F. District Will Pursue Identified Remediation Work

The District is concerned about funding investigation activities where the investigation identifies needed remedial work but the Municipality fails to follow up with a Work Plan to actually perform the remediation. Therefore, where District funded investigation activities identifies the need for Private Property I/I reduction work, the District expects that the Municipality will follow up with the remediation work, at least to the extent that Program funding is available to pay for the work. If a Municipality does not proceed to utilize its allocated funding to perform identified remedial work, the District may decide to self-perform such work. In that case, the Municipality's CFA will be debited by the cost of the work.

Alternatives for "Low I/I" Municipalities

Certain Municipalities serviced by the District may reach a point where identifiable Private Property sources of I/I have been remediated, and the Municipality is not able to utilize its CFA to remediate Private Property I/I. For example, Municipalities with primarily post-1970 construction may reach a point where there is no private property I/I work to be accomplished. These Municipalities will be allowed to utilize their CFA for alternative activities designed to reduce flows to the sanitary sewer system, improve water quality, and maintain I/I levels into the future.

A Municipality that wishes to use such alternatives must first demonstrate to the satisfaction of the District that:

1. I/I from all sewersheds in the Municipality is at or below the standards set forth in the District's Chapter 3 rules on Peak Flow Rate Reduction (§3.201 et seq.); and
2. The Municipality has not experienced recurring sanitary sewer overflows or basement backups whose root cause is inflow and infiltration; and
3. To the best of the Municipality's knowledge, and making reasonable assumptions, private properties in the Municipality do not have foundation drains that discharge I/I to the sanitary sewer system; and
4. To the best of the Municipality's knowledge, and making reasonable assumptions, private properties in the Municipality do not have deteriorated laterals that discharge I/I to the sanitary sewer system.

Alternative expenditures of CFA under this Program will be approved on a case-by-case basis following a written application to the District by the Municipality. Alternative expenditures that

may be approved by the District could include installation of Stormwater Best Management Practices such as pervious pavement, green roofs, rain gardens, constructed wetlands, bioswales and the like. The District will not approve any alternative expenditures that violate state law.

District's Project Overview

To incentivize the municipalities served by the District to partner in the effort to address private property I/I sources, its 2010 Capital Budget established a project (M03044, I/I Reduction on Private Property, Phase II) to serve as a funding mechanism to the municipalities for I/I reduction efforts on private property. As of the adoption of the 2011 Capital Budget, the project provides \$8 million the first year with subsequent annual budgets projected to provide a total of \$151 million from 2011 -2021. Additionally, \$5 million of funds provided for Best Management Practices (BMP) work in the municipalities may be transferred to the PPII program subject to District review.

This document is intended to be used as a guideline for Work Plan submittal for the municipalities that elect for Option 1 or Option 3 of the Policy document. For municipalities that choose Option 2 or Option 4, please contact the District for assistance.

Eligible Work

The District shall approve all work before the work is commenced and deem that it is eligible work. Work considered to be eligible should meet the intent of the Statement of Policy as passed by the Commission on February 28, 2011 and any subsequent revisions thereof. *Appendix A* includes a table that classifies the work eligible for District reimbursement. The list is not inclusive and is subject to change.

Municipal Request Process

A municipality shall submit a Work Plan in various contexts such as:

- 1) A Work Plan for a specific scope of PPI/I work which the municipality is prepared to move forward with. Municipalities may submit multiple Work Plans within any yearly allocation period and/or throughout the extent of the program.
- 2) A Work Plan that encompasses the entire PPI/I program of the community of which only a segment of the entire Work Plan will be implemented in any particular year. Any consolidation of Work Plans is desirable as it will reduce administrative efforts for the municipality and the District.
- 3) A Work Plan for PPI/I work that is only a component of a larger scope of work that includes other aspects of municipal work not directly related to this program.

In any case, the submitted Work Plan should specifically define and segregate the details and the costs to be considered reimbursable for the immediate scope of PPI/I work that is proposed to be implemented. Work Plans should generally follow the Municipal Request Process as described below.

Work Plans shall be classified as one or a combination of the following types. If a Work Plan includes multiple types of work, please separate cost estimates by work type.

- A. Planning and Design
- B. Investigative OR
- C. Construction, Implementation, Rehabilitation (CIR)

The attached Work Plan Checklist/Template serves as a general outline to follow while completing a Work Plan. Depending on the scope and size of the project, the checklist/template may be sufficient with limited supporting documentation. Please be as comprehensive as possible to assist in an efficient review and approval process. The Work Plan Checklist/Template also provides an example Work Plan for reference.

District Review Process

The District shall review work or project plans in a timely manner. The municipality will receive dated verification the Work Plan has been received. Within 7 calendar days, an initial response will be issued regarding the Work Plan submission. This initial response will communicate if the Work Plan has progressed to staff review, if additional information is requested, request for clarification of particular items in the Work Plan, delays in review, or return of the Work Plan for modifications.

District Approval and Funding Agreement

Upon completion of staff review, Work Plans will be incorporated into a Funding Agreement between the District and the Municipality. Funding Agreements with value of less than \$250,000 will be subject Executive Director approval. Funding Agreements with value of \$250,000 or greater will be subject to approval by the MMSD Commission, however, the Executive Director will have the authority for interim approval of work up to \$250,000 prior to MMSD Commission approval of such Funding Agreements in order for municipalities to proceed with such work without delay. Within 30 days of submission a response of approval, conditional approval, extension in review period, notice of placement on Commission agenda, or disapproval will be issued.

Project Notice to Proceed

The municipality may commence PPI/I Work upon District approval of a Funding Agreement.

Change Process

In the event that the Municipality foresees a change within a project defined by an existing Funding Agreement affecting the cost, schedule, definition or outcome of the project, the Municipality shall provide timely notice to the District regarding the change request. A change request shall be accompanied by sufficient documentation to enable the District and the Municipality to review the change request and promptly determine the acceptability of the change. Changes in work within a Work Plan defined by an existing Funding Agreement will need District approval to be considered eligible for reimbursement.

Reimbursement:

All work eligible for reimbursement shall be a component of a Work Plan that has been approved by the District prior to commencement of work. Depending on the scope and timeline of the Work Plan, the municipality may submit requests for progress payments throughout the project OR submit for

reimbursement in lump sum at completion of the work. All reimbursements will be dispersed upon District approval through wire transfer. Arrangements for wire transfer should be completed with the District prior to the first anticipated reimbursement request by each municipality. The following documentation shall be included in a reimbursement request for timely review and processing

- 1) Progress Payment
 - a. A brief summary of work progress with estimated % complete by work category as defined by the Funding Agreement;
 - b. Paid invoices that total the requested reimbursement;
 - c. A summary sheet listing the invoices providing a description or relation to a work item for each invoice entry
 - d. For projects that include multiple program types of work, the invoice list shall also categorize each invoice by work type: 1. Planning and Design 2. Investigative 3. Construction, Implementation, Rehabilitation

- 2) Final Payment or Lump Sum Payment
 - a. All documents as listed in Project Completion;
 - b. Paid invoices that total the requested reimbursement;
 - c. A summary sheet listing the invoices providing a description or relation to a work item for each invoice entry.
 - d. For projects that include multiple program types of work, the invoice list shall also categorize each invoice by work type: 1. Planning and Design 2. Investigative 3. Construction, Implementation, Rehabilitation.
 - e. Completion of data collection reporting.
 - f. Completion of all Funding Agreement terms.

For approved work under established District contracts that will be invoiced directly to the District (Brown and Caldwell engineering services, Brown and Caldwell public outreach, and National Power Rodding lateral inspections), invoices will be forwarded to the Municipality for review and concurrence prior to the invoice amounts being deducted from the Municipality allocation balance.

To make arrangements for wire transfer of reimbursement requests, please contact:

Mark Kaminski
MMSD Acting Controller-Treasurer
414.225.2050
mkaminski@mmsd.com

Project Completion

The municipality shall notify the District upon completion of the PPI/I Work. This notification shall include a report including but not limited to the following:

- 1) Planning and Design
 - a. As applicable (e.g. new construction or installations), plan sets and specifications stamped by the design engineer and endorsed by an authorized agent of the

municipality. Plans and specs shall be submitted as one print copy and electronic pdf version.

- b. As applicable, a design report summarizing the results of data analysis with adequate background and stated assumptions, and explanation of means/methods to definitively justify the project. The report shall include specific recommendations by the engineer for subsequent investigative work or for Construction, Implementation, Rehabilitation work.
- c. As applicable, Municipality planning, procedure, etc. documents that were completed and approved by the Municipality through the scope of the work.

2) Investigative

- a. A summary report following the outline submitted and approved in the Work Plan which illustrates the results of the investigative work and clearly defines recommendations for subsequent Construction, Implementation, Rehabilitation work.
- b. Data collected in the format and media type as outlined in the Funding Agreement.
- c. Summary document of lessons learned as compiled by the municipality, the engineer, the contractors, feedback from residents, or any other participant.

3) Construction, Implementation, Rehabilitation

- a. As applicable, record drawings (e.g. new construction or installations) stamped by the design engineer and endorsed by an authorized agent of the municipality. (1 print copy and pdf electronic version)
- b. Reports outlining the results of testing used to verify the integrity and quality of the work completed such as post work televising, pressure testing, exfiltration testing, etc. (1 print copy and 1 pdf electronic version)
- c. Inspection reports for work completed including photo documentation with logs to refer photos to specific property and project detail. (1 print copy and pdf version of reports, individual photo files if available in jpeg format)
- d. Report summarizing the quantifiable results of the work based on pre-work estimates or measurements outlining means and methods for measuring success.
- e. Summary document of lessons learned as compiled by the municipality, the engineer, the contractors, feedback from residents, or any other participant.
- f. Plans for extended monitoring and success measurement such as flow testing, pump run time monitoring, exfiltration testing, etc.

The project shall be considered complete when all conditions of the Funding Agreement have been met.

District Funding

Funding will be allocated to each municipality consistent with the program Policy.

The maximum reimbursement a municipality may receive in a particular program year is equal to the relevant yearly allocation plus any accumulated unused allocation of the specific municipality from previous program years. A municipality may elect to complete approved work that is eligible for reimbursement which exceeds the yearly allocation and accumulated funds, however, the work will not be reimbursed until the allocation for the following year specific to the municipality is available. The

municipality should also consider that no guarantee is made of program funding beyond the current year budget and associated allocation. The District shall not advance any funds to a municipality for any project.

The District will maintain a list of the allocation by municipality, including any accumulated or net amounts.

Municipality Cost Share

No cost share requirement exists for municipalities for eligible work for PPI/I.

The municipality may elect to provide a funding match to supplement the allocated funds for PPI/I work.

Disclaimer

This project is included in the District's 2011 Capital Budget and long-range financing plan. For each fiscal year, the District's Commission adopts an annual budget and approves a long-range financing plan. Such approval of the long-range financing plan does not commit the District to any future project or funding. Should the project not be approved in future years' capital budgets, the District's funding and reimbursement obligation will be limited to projects having a completed Funding Agreement with the District for the work.

Any exceptions to the above policy will be on a case by case basis at the discretion of the District's Executive Director.

District Contact for the Private Property Infiltration and Inflow Reduction Project:

Jerome Fogel, P.E.
MMSD Senior Project Manager
414.225.2161
jffogel@mmsd.com

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<p style="text-align: center;"><i>SLW</i></p> <p>Reports & Recommendations</p>	<p>SUBJECT: A resolution authorizing officials to execute an Engineering Services Agreement with Ruckert-Mielke for the private property inflow and infiltration inspection and flow monitoring in the Rawson Homes Subdivision (S. 37th Place and S. 36th Street south of W. Rawson Avenue), Mission Hills Subdivision (along S. Mission Drive both north and south of W. Church Street and connecting streets) and the Root River Heights Subdivision (including S. 60th Street, S. 59th Street and S. 58th Street south of W. Drexel Avenue)</p>	<p style="text-align: center;">12/20/11</p> <p style="text-align: center;">ITEM NO.</p> <p style="text-align: center;"><i>6.5,</i></p>

BACKGROUND

See report from the City Engineer dated November 29, 2011 “Milwaukee Metropolitan Sewerage District (District) Program for private property inflow and infiltration (ppii).”

ANALYSIS

The pilot program with the closed circuit televising, dye water flooding and monitoring will not commence until written approval has been received from the District that the proposed program will be fully funded by the District.

OPTIONS

Approve

or

Table

FISCAL NOTE

All cost will be borne by the District and the City will be reimbursed. No cost to be borne by the property owner.

RECOMMENDATION

Motion to adopt Resolution No. 2011 - _____ a resolution authorizing officials to execute an Engineering Services Agreement with Ruckert-Mielke for the private property inflow and infiltration inspection and flow monitoring in the Rawson Homes Subdivision (S. 37th Place and S. 36th Street south of W. Rawson Avenue), Mission Hills Subdivision (along S. Mission Drive both north and south of W. Church Street and connecting streets) and the Root River Heights Subdivision (including S. 60th Street, S. 59th Street and S. 58th Street south of W. Drexel Avenue).

JMB/sg

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 4/19/11
Reports & Recommendations	SUBJECT: Authorization for staff to utilize the Quality Selection Method to select a consultant for Phase I of the Private Property Inflow and Infiltration Program established and financed by the Milwaukee Metropolitan Sewerage District	ITEM NO.

BACKGROUND

Staff has prepared a memo relative to the development of a program to take advantage of the Milwaukee Metropolitan Sewerage District (MMSD) Private Property Inflow and Infiltration Program. See attached memo.

ANALYSIS

As indicated in the memo, the MMSD is providing the 28 communities in the District, 11 million dollars to complete the first two years of a ten year program to reduce the entry of clean water into the sanitary sewer system from private property. The first phase of this program is to eliminate foundation drains and/or drain spouts connection to the community's sewer system and to repair leaky private sanitary sewer laterals. Franklin's share of the 11 million dollars is 4.2 percent or \$462,000. In order to begin this program, it is recommended by staff, to select a consultant engineer through the Quality Selection Process. It is recommended that an "ad" be placed in the daily reporter and local paper seeking interest and qualifications from consultant engineers, short list the most qualified and interview the short listed consultants with a selection committee appointed by the Mayor.

The recommended strategy is to start looking at the older sanitary sewer by metered sections to determine if they are producing heavy amounts of clear water during storm events. If the metering indicates problems, dye water flooding of the ditches or storm sewers would be conducted and the laterals viewed at the connection to the main line sewer with closed circuit televising to identify leaky laterals. At this point the most cost effective method to rehabilitate the laterals would be determined. Staff has already used some metering on the oldest sewers – Rawson Homes Subdivision (S. 37th Place between W. Rawson Avenue and W. Madison Blvd.) and has found a high level of clear water entering the sanitary sewer from private laterals.

The program established by the District would fund 100 percent of lateral rehabilitation with no cost to the property owner.

OPTIONS

Proceed with the first step to select a consultant engineering firm to assist with the Private Property Inflow and Infiltration Program with staff to bring a contract to the Common Council for review and approval

or
Table

FISCAL NOTE

All out of pocket costs for this program will be financed by funds from the Milwaukee Metropolitan Sewerage District.

RECOMMENDATION

Motion to direct the City Engineer to begin with the Private Property Inflow and Infiltration Program as developed with financing by the Milwaukee Metropolitan Sewerage District by using the Quality Selection Program to select a consultant engineer. The Selection Committee is to be determined by the Mayor and the negotiated contract to be returned to the Common Council for approval.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2011 - _____

A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH RUEKERT-MIELKE FOR THE PRIVATE PROPERTY INFLOW AND INFILTRATION INSPECTION AND FLOW MONITORING IN THE RAWSON HOMES SUBDIVISION (S. 37TH PLACE AND S. 36TH STREET SOUTH OF W. RAWSON AVENUE), MISSION HILLS SUBDIVISION (ALONG S. MISSION DRIVE BOTH NORTH AND SOUTH OF W. CHURCH STREET AND CONNECTING STREETS) AND THE ROOT RIVER HEIGHTS SUBDIVISION (INCLUDING S. 60TH STREET, S. 59TH STREET AND S. 58TH STREET SOUTH OF W. DREXEL AVENUE)

WHEREAS, the Milwaukee Metropolitan Sewerage District (District) has developed and financed a program to be utilized by communities in the District to take action to remove inflow and infiltration (clear water) on private property from entering the City's sanitary sewer system; and

WHEREAS, the Mayor has appointed an interview committee to recommend the selection of a consulting engineering firm to provide the engineering services to conduct a private property inspection and flow monitoring program; and

WHEREAS, staff has recommended a pilot or demonstration project on the oldest sanitary sewers in the City and has selected S. 37th Place from W. Rawson Avenue to W. Madison Boulevard as the pilot or demonstration project; and

WHEREAS, the private property lateral inspections will be reimbursed to the City by the District with no cost to the City or property owner; and

WHEREAS, the pilot project and monitoring will provide the necessary information to the City to plan for the City's private property program; and

WHEREAS, a proposal for engineering services for the private property inspection and flow monitoring has been submitted by Ruekert-Mielke which was rated as one of the two best qualified firms by the interview committee; 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 Ruekert-Mielke shall provide private property inspection and flow monitoring services. 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 _____, 2011 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2011.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of December 2011, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ruckert & Mielke, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is W233 N2080 Ridgeview Parkway, Waukesha, Wisconsin.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide consultation with respect to Private Property I/I inspections and sewer flow monitoring.

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

- A. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for assistance with the City's Private Property I/I inspections and flow monitoring as described in CONTRACTOR's proposal to CLIENT dated November 23, 2011, attached hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT with the exception of Visu-Sewer whose work for lateral TV and dye testing is covered by a separate contract between the City and Visu-Sewer. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at the rates outlined in Attachment A with an approximate budget of \$43,000 subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$43,000. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Russ Barry, P.E. will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Russ Barry CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

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

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

- | | |
|--|--------------|
| A. Limit of General/Commercial Liability | \$3,000,000 |
| B. Automobile Liability: Bodily Injury/Property Damage | \$1,000,000 |
| C. Excess Liability for General Commercial or Automobile Liability | \$10,000,000 |

D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work on the MMSD work plan in January 2012, set the flow meters in March, 2012 and perform lateral TV and dye testing and lot inspections in June and July of 2012. All work and reports shall be completed by August 31, 2012.

IX. DISPUTES

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

X. RECORDS RETENTION

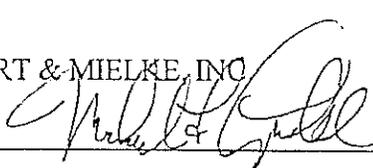
CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

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

CITY OF FRANKLIN, WISCONSIN

RUEKERT & MIELKE, INC

BY: _____

BY:  _____

PRINT NAME: _____

PRINT NAME: Michael F. Campbell, P.E.

TITLE: _____

TITLE: Senior Vice President

DATE: _____

DATE: 11/23/11

ATTEST:

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT A

October 5, 2011
Revised November 23, 2011

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

RE: Private Property I/I Pilot Program
37th Place

Dear Mr. Bennett:

Thank you for the opportunity to present this proposal for your Private Property I/I Pilot Program. We have developed the scope based upon your outline of 8/30/11 and based upon additional input from your staff at a 9/28/11 meeting and 10/25/11 meeting. The scope is for lateral TV and dye testing plus external and internal inspection of 33 homes along 37th Place. The unit prices are per house and lateral so the project cost will vary with the units.

Our team will include Visu-Sewer Clean & Seal, Inc. for the lateral TV and dye testing (by separate contract), and Tom Feiza (Mr. Fix-It) for public relations.

There are three contracts involved to perform the work: one with Ruekert/Mielke for project management, lot inspections, MMSD coordination and flow monitoring; one with Visu-Sewer for lateral TV and dye testing and one with a yet to be named lateral cleaning contractor.

1. TV and dye test laterals (where permission is granted).

This task includes three dye injections/lateral. If a fourth is desired, it would be performed at the additional unit price given. It is assumed that the City will handle property owner notification and obtain access permission.

- | | | | |
|----|--|---------------|-------------------------|
| a. | Set up camera in MH | \$350/MH | RE: Visu-Sewer Contract |
| b. | Set up in lateral | \$190/Lateral | RE: Visu-Sewer Contract |
| c. | Lateral TV | \$0.75/Foot | RE: Visu-Sewer Contract |
| d. | (3) Dye injections/lateral- -
City to furnish water | \$250/Lateral | RE: Visu-Sewer Contract |



Letter to Mr. John M. Bennett, P.E.
October 5, 2011 (Revised November 23, 2011)
Page 2

- Additional dye inspections \$100/Each RE: Visu-Sewer Contract
- e. Summary Reports:
 - Ruekert/Mielke \$25/House By Ruekert/Mielke
- f. R/M inspections (includes lateral and exterior house inspection) \$125/House By Ruekert/Mielke
- g. Optional Items
 - Clearing main line obstructions \$300/Hour RE: Visu-Sewer Contract
 - Lateral sonde tracing and marking \$125/Lateral RE: Visu-Sewer Contract
- 2. TV and dye test laterals-flooding ditch where no permission is granted
 - a. Same as 1 a. - per MH
 - b. Same as 1 b. - per lateral
 - c. Same as 1 c. - per foot of lateral
 - d. Ditch flooding
City to furnish water \$200/Lateral RE: Visu-Sewer Contract
 - e. Same as 1 d.
 - f. Same as 1 f. per house
- 3. Internal Home Inspections by City
- 4. MMSD approval
 - Complete work plan, administration and one staff meeting \$3,500 By Ruekert/Mielke



Letter to Mr. John M. Bennett, P.E.
October 5, 2011 (Revised November 23, 2011)
Page 3

5. Lateral Rehab

Provide a recommendation for the rehabilitation of laterals

with cost estimates \$25/House By Ruekert/Mielke

6. Flow meter - 12 Weeks of Metering - City to assist with MH entry and (8) check/clean

a. Meter rental set-up, (3) down loads and (3) check/clean \$400/Week By Ruekert/Mielke

b. Report of results \$500/Meter By Ruekert/Mielke

7. Public relations meeting with Mr. Fix-It and R/M P.M.

Mr. Fix-It \$150/Hour By Ruekert/Mielke

R/M Project Manager \$130/Hour By Ruekert/Mielke

8. Information and education

Create brochures, PR exhibits, website and mailers

R/M Standard Hourly Rates

9. Lateral root cut and cleaning (by separate contract with local sewer cleaning contractor)

with City making appointments \$350/Lateral (Estimated)

A sample budget if all tasks are included and permission is obtained from all houses would be as follows:

1. a. MH set-ups 5 @ \$350/Each = \$1,750

b. Lateral set-ups 33 @ \$190/Each = \$6,270



Letter to Mr. John M. Bennett, P.E.
October 5, 2011 (Revised November 23, 2011)
Page 4

- c. Lateral TV33 laterals x 60' @ \$.075/Each = \$1,485
 - d. Dye injection-3/Lateral 33 @ \$250/Each = \$8,250
 - e. Summary reports 33 @ \$25/Each = \$825
 - f. R/M inspection
(includes both lateral inspection and external
house inspection) 33 @ \$125 = \$4,125
\$22,705
2. Internal house inspection - (by City)
3. MMSD Work Plan, Administration
and one Staff meeting \$3,500
4. Lateral rehab recommendations
with cost estimates 33 @ \$25/House = \$825
5. Flow Meter - 6 Flow Meters
Assume City would assist with MH entry and check/clean 8 times
Rental, Install, (3) times down load and clean
6 meters for 12 weeks @ \$400/Meter Week = \$28,800
Report of results, 6 meters @ \$500/Meter = \$3,000
\$31,800



Letter to Mr. John M. Bennett, P.E.
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6. PR meeting w/ public

Mr. Fix-It and R/M P.M. 5 Hours @ \$280/Hour - \$1,400

7. Clean/root cut laterals (by others) - City to contract and arrange appointments

Approximate Cost 6 Laterals @ \$350/Lateral = \$2,100

Approximate Total Budget \$62,330

The approximate total is broken down as follows:

\$42,475	Ruekert/Mielke
\$17,755	Visu-Sewer
<u>\$ 2,100</u>	Un-named Lateral Cleaning Contractor
\$62,330	

We look forward to discussing this proposal with you in detail. If you have any questions, please call.

Very truly yours,

RUEKERT/MIELKE

Michael F. Campbell, P.E.
Senior VP, COO

MFC:lfc

cc: Ronald J. Romeis, P. E., City of Franklin
Russell J. Barry, P.E., Ruekert/Mielke
File



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R & R Insurance Services, Inc. 1581 E Racine Avenue PO Box 1610 Waukesha WI 53186		CONTACT NAME: Tanya Wesley-Beckley PHONE (A/C, No, Ext): (262) 574-7000 FAX (A/C, No): (262) 574-7080 E-MAIL ADDRESS: Tanya.Wesley-Beckley@rrins.com PRODUCER CUSTOMER ID #: 00028324													
INSURED Visu Sewer Inc W230 N4855 Betker Road PO Box 804 Pewaukee WI 53072-0804		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr><td>INSURER A: Phoenix Insurance Company</td><td>25623</td></tr> <tr><td>INSURER B: Charter Oak Fire Ins. Company</td><td>25615</td></tr> <tr><td>INSURER C: Travelers Indemnity Company</td><td>25658</td></tr> <tr><td>INSURER D: Trav Indem Co of Connecticut</td><td>25682</td></tr> <tr><td>INSURER E: Farmington Mutual Ins</td><td></td></tr> <tr><td>INSURER F: National Surety Ins Co</td><td></td></tr> </table>		INSURER A: Phoenix Insurance Company	25623	INSURER B: Charter Oak Fire Ins. Company	25615	INSURER C: Travelers Indemnity Company	25658	INSURER D: Trav Indem Co of Connecticut	25682	INSURER E: Farmington Mutual Ins		INSURER F: National Surety Ins Co	
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INSURER C: Travelers Indemnity Company	25658														
INSURER D: Trav Indem Co of Connecticut	25682														
INSURER E: Farmington Mutual Ins															
INSURER F: National Surety Ins Co															

COVERAGES CERTIFICATE NUMBER: 2011-12WI Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DTCO-5968X624-PHX-11	4/1/2011	4/1/2012	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> \$3000 PD Deductible					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Blkt Add'l Insd Endt					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					Employee Benefits Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		DT810-5968X624-COF-11	4/1/2011	4/1/2012	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					Medical payments \$ 10,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					Uninsured motorist BI-single \$ 1,000,000
	<input checked="" type="checkbox"/> 1000/2000 Comp/Coll Deductibles					
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		DTSM-CUP-5968X624-IND-11	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DEDUCTIBLE					Each Occurrence \$ 10,000,000
F	<input checked="" type="checkbox"/> RETENTION \$ 10,000		SHX 57569741	4/1/2011	4/1/2012	Aggregate \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	DTDTCE-UB5968X624-11 (WI)	4/1/2011	4/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	DTF-UB5985X713X-11 (AOS)	4/1/2011	4/1/2012	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	DTK-UB5985X713-11 (IL)	4/1/2011	4/1/2012	E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Workers Compensation		DTK-UB5985X713-11 (IL)	4/1/2011	4/1/2012	EL Disease or Accident/empl \$1,000,000
						EL Disease - policy limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas Scheider/C014

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
SLW		12/20/11
Reports & Recommendations	SUBJECT: A resolution authorizing officials to execute an Engineering Services Agreement with Visu-Sewer for the private property closed circuit televising and dye water flooding of laterals in the Rawson Homes Subdivision (S. 37 th Place and S. 36 th Street south of W. Rawson Avenue)	ITEM NO. 6.6.

BACKGROUND

See report from the City Engineer dated November 29, 2011 “Milwaukee Metropolitan Sewerage District (District) Program for private property inflow and infiltration (ppii).”

ANALYSIS

The pilot program with the closed circuit televising and dye water flooding will not commence until written approval has been received from the District that the proposed program will be fully funded by the District.

OPTIONS

Approve

or

Table

FISCAL NOTE

All cost will be borne by the District and the City will be reimbursed. No cost to be borne by the property owner.

RECOMMENDATION

Motion to adopt Resolution No. 2011 - _____ a resolution authorizing officials to execute an Engineering Services Agreement with Visu-Sewer for the private property closed circuit televising and dye water flooding of laterals in the Rawson Homes Subdivision (S. 37th Place and S. 36th Street south of W. Rawson Avenue).

JMB/sg

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 4/19/11
Reports & Recommendations	SUBJECT: Authorization for staff to utilize the Quality Selection Method to select a consultant for Phase I of the Private Property Inflow and Infiltration Program established and financed by the Milwaukee Metropolitan Sewerage District	ITEM NO.

BACKGROUND

Staff has prepared a memo relative to the development of a program to take advantage of the Milwaukee Metropolitan Sewerage District (MMSD) Private Property Inflow and Infiltration Program. See attached memo.

ANALYSIS

As indicated in the memo, the MMSD is providing the 28 communities in the District, 11 million dollars to complete the first two years of a ten year program to reduce the entry of clean water into the sanitary sewer system from private property. The first phase of this program is to eliminate foundation drains and/or drain spouts connection to the community's sewer system and to repair leaky private sanitary sewer laterals. Franklin's share of the 11 million dollars is 4.2 percent or \$462,000. In order to begin this program, it is recommended by staff, to select a consultant engineer through the Quality Selection Process. It is recommended that an "ad" be placed in the daily reporter and local paper seeking interest and qualifications from consultant engineers, short list the most qualified and interview the short listed consultants with a selection committee appointed by the Mayor.

The recommended strategy is to start looking at the older sanitary sewer by metered sections to determine if they are producing heavy amounts of clear water during storm events. If the metering indicates problems, dye water flooding of the ditches or storm sewers would be conducted and the laterals viewed at the connection to the main line sewer with closed circuit televising to identify leaky laterals. At this point the most cost effective method to rehabilitate the laterals would be determined. Staff has already used some metering on the oldest sewers – Rawson Homes Subdivision (S. 37th Place between W. Rawson Avenue and W. Madison Blvd.) and has found a high level of clear water entering the sanitary sewer from private laterals.

The program established by the District would fund 100 percent of lateral rehabilitation with no cost to the property owner.

OPTIONS

Proceed with the first step to select a consultant engineering firm to assist with the Private Property Inflow and Infiltration Program with staff to bring a contract to the Common Council for review and approval

or
Table

FISCAL NOTE

All out of pocket costs for this program will be financed by funds from the Milwaukee Metropolitan Sewerage District.

RECOMMENDATION

Motion to direct the City Engineer to begin with the Private Property Inflow and Infiltration Program as developed with financing by the Milwaukee Metropolitan Sewerage District by using the Quality Selection Program to select a consultant engineer. The Selection Committee is to be determined by the Mayor and the negotiated contract to be returned to the Common Council for approval.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2011 - _____

A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH VISU-SEWER FOR THE PRIVATE PROPERTY CLOSED CIRCUIT TELEVISIONING AND DYE WATER FLOODING OF LATERALS IN THE RAWSON HOMES SUBDIVISION (S. 37TH PLACE AND S. 36TH STREET SOUTH OF W. RAWSON AVENUE)

WHEREAS, the Milwaukee Metropolitan Sewerage District (District) has developed and financed a program to be utilized by communities in the District to take action to remove inflow and infiltration (clear water) on private property from entering the City's sanitary sewer system; and

WHEREAS, the Mayor has appointed an interview committee to recommend the selection of a consulting engineering firm to provide the engineering services to conduct a private property closed circuit televising and dye water flooding; and

WHEREAS, staff has recommended a pilot or demonstration project on the oldest sanitary sewers in the City and has selected S. 37th Place from W. Rawson Avenue to W. Madison Boulevard as the pilot or demonstration project; and

WHEREAS, the private property lateral inspections will be reimbursed to the City by the District with no cost to the City or property owner; and

WHEREAS, the pilot project and monitoring will provide the necessary information to the City to plan for the City's private property program; and

WHEREAS, a proposal for engineering services for the private property inspection and flow monitoring has been submitted by Ruckert-Mielke with Visu-Sewer as part of the team to complete the closed circuit televising and dye water flooding, which was rated as one of the two best qualified firms by the interview committee; 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 Visu-Sewer shall provide private property closed circuit televising and dye water flooding of laterals. 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 _____, 2011 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2011.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

JMB/sg

Private Property I/I Pilot Program

CONTRACT AGREEMENT

This Agreement is made as of the 13th day of December 2011, by and between Visu-Sewer, Inc. and The City of Franklin.

RECITALS

Visu-Sewer, Inc. (the "Contractor") shall provide services to The City of Franklin (the "Client") for the Private Property dye injection and lateral inspection project.

AGREEMENTS

In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

1. Scope of Work. Contractor agrees to perform the work specified in Attachment A, on a good faith basis under and all terms and conditions set forth herein. Client agrees to provide support and fulfill all obligations specified in Attachment A, on a good faith basis under and all terms and conditions set forth herein.

2. Compensation. The Client shall compensate Contractor for the Work as set forth on Attachment A. The parties agree the Unit prices listed include labor, materials, equipment, rent, supplies, taxes, insurance and any and all other items of cost necessary to complete the Work.

The Client shall pay Contractor for the Work as follows:

(a) Invoicing. Contractor may submit invoices to the Client for progress payments on or before the last Sunday of each month. Contractor agrees to prepare such invoices in a form and supported by such documentation as the Client may reasonably require.

(b) Payment. The Client shall issue payment to the Contractor within 30 days of receipt of invoice.

(c) Final Payment. The Client will make final payment of any balance to Contractor upon completion of the Work and receipt of all deliverables and all Project-related documents and data that are required to be furnished under this Agreement. Final payment will be made within 30 days of receipt of final invoice.

3. Performance. Contractor will perform the Work only under safe conditions in accordance with all appropriate OSHA regulations. Beyond cones and signs, traffic control will be coordinated by the Client. Contractor will exercise the reasonable skill and judgment normally employed by companies providing the same or similar services. If Contractor fails to timely correct any deficiency in the performance of the Work, The Client may cause the same to be corrected and deduct costs incurred from Contractor's compensation.

4. Time Table for Performance of Services. Contractor will complete the Work between June 2012 and July 2012.

5. Staffing. Contractor shall provide, at its own expense, all personnel required to perform its duties and responsibilities under this Agreement.

6. Lower Tier Subcontracts. Any proposed or existing subcontract(s) between Contractor and a subcontractor ("Subcontractor") to perform a portion of the Work hereunder must, before work is begun, be submitted to and approved in writing by the Client. Contractor will bind all Subcontractors to the provisions of this Agreement.

7. Liens. Contractor agrees to promptly pay for all services, labor, material and equipment used or employed in performing the Work and further agrees to maintain the materials, equipment, structures, buildings and premises of the Client and any other subject matter hereof, free and clear of mechanics or other liens.

8. Codes, Laws, Regulations, Permits and Licenses. Contractor agrees to comply with all applicable codes, laws, regulations, standards and ordinances in force with respect to the Work during the term of this Agreement. Client agrees to obtain and pay for all permits and licenses required by law that are associated with the performance of the Work. Contractor agrees to give all applicable regulatory agencies notice where required by law of its performance of the Work on the Project.

9. Reports. Contractor shall provide the Client with two copies of all reports, analysis, notes, drawings, prints and plans prepared by Contractor under the terms of this Agreement, at Contractor's expense, upon completion of the Work.

10. Confidentiality and Publicity. Contractor agrees not to disclose the nature of the Work or the Project or engage

in any other publicity or public media disclosures with respect to the Work or the Project without the prior written consent of the Client.

11. Insurance. Contractor shall provide proof of liability insurance coverage of \$2,000,000 minimum with the Client named as additional insured.

12. Indemnification. Contractor shall indemnify the Client for and hold it harmless from all liability claims and demands to the fullest extent allowed by law on account of personal injuries, property loss or damage of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected with the performance of this Agreement, based on injury or damage being caused by Contractor, its Subcontractors, if any, or the agents or employees of either.

13. Modifications and Additional Assignments. The Contractor will give the Client prompt written notice of any development that affects the scope or timing of the Work or any defect in the Work of Contractor. The Client agrees that it will negotiate any additions or modifications to the Work with the Contractor.

14. Miscellaneous.

(a) Specific Performance. In the event of any controversy concerning the rights or obligations under this Agreement, such rights or obligation shall be enforceable in court of equity by a degree of specific performance. Such remedies shall, however, be cumulative and nonexclusive and shall be in addition to any other remedy which the parties may have.

(b) Amendment. This Agreement may only be amended by a written agreement of the Client and the Contractor.

(c) Governing Law. This Agreement shall be governed by and subject to the laws of the State of Wisconsin.

(d) Waiver. The failure of the Client or Contractor to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.

(e) Notices. Any notice to be given hereunder shall be deemed given and sufficient if in writing and mailed by certified mail, in the case of the Contractor, to :

Visu-Sewer, Inc.
W230 N4855 Betker Dr.
Pewaukee, WI 53072

and in the case of the Client, to:

The City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

or to such address as the Client or Contractor may designate by notice in writing to the other.

(f) Successors and Assigns. This Agreement shall be binding upon and accrue to the benefit and burden of and shall be enforceable by the Client and Contractor, their successors and assigns. This Agreement may not be assigned by Client or Contractor without the written consent of the other.

(g) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed such invalidity or unenforceability shall not affect any other provision of this Agreement and the remaining covenants, restrictions and provisions thereof shall remain in full force and effect and any competent jurisdiction may so modify the objectionable provisions so as to make it valid, reasonable and enforceable.

(h) Entire Agreement. This Agreement contains the entire agreement between the parties with regard to the matters contained herein. This Agreement supersedes and takes precedence over any prior agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

Visu-Sewer, Inc:

City of Franklin:

BY: *Randy Belanger*

BY: _____

NAME: *RANDY BELANGER*

NAME: _____

TITLE: *Sale Representative*

TITLE: _____

Attachment A

To: John Bennett P.E.
City of Franklin
9299 West Loomis Road
Franklin, WI 53132
414-425-7510

From: Randy Belanger
Visu-Sewer, Inc.
W230 N4855 Betker Dr.
Pewaukee, WI 53072
262-695-2340

Date: 12/13/2011

Project: Private Property I/I Pilot Program

Visu-Sewer is pleased to offer the following services:

Inspect up to 33 sanitary sewer laterals to determine sources of private property I/I, in the City of Franklin. The proposal includes a variety of the following services: lateral dye injection, lateral televising, sonde lateral tracing/marking, ditch flooding, DVD's, inspection reports and one (1) pass with the jet if needed in the sewer main to provide camera access. (If needed and authorized, mainline root cutting, removal of protruding taps and mineral deposits, will be completed at \$300.00 per hour.) Heavy cleaning and easement lines will be quoted individually. **Note** - lateral inspection is limited by the condition of the lateral pipe - i.e. roots, debris, bends etc. Maximum length of the LETS inspection camera is 80 feet. This proposal does not include the removal of obstructions from the sewer lateral or televising from the basement clean-out.

- | | |
|---|-------------------------|
| 1.) Set-up camera in manhole. | \$350.00 per set-up |
| 2.) Set-up LETS camera to launch in lateral. | \$190.00 per lateral |
| 3.) LETS lateral inspection. | \$ 0.75 per linear foot |
| 4.) Lateral dye injections (up to three (3) injection site per lateral. | \$250.00 per lateral |
| 5.) Additional dye injection sites. (Beyond three (3)) | \$100.00 each |
| 6.) Sonde lateral tracing and marking. | \$125.00 each |
| 7.) Ditch dye water flooding. | \$200.00 each |

The City of Franklin will obtain written permission from all home owners to perform services that require access to private property, remove roots and obstructions from laterals prior to televising, provide access to all manholes, water for our jet truck from nearby hydrants(without charge), and a dump site for captured debris. Visu-Sewer will provide labor and equipment to complete the project.

Thank you for the opportunity to quote on this project. If you have any questions please do not hesitate to contact us at 800-876-8478.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. VSC&S, Inc. is authorized to do the work as specified.

Date: _____ Signature: _____

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APPROVAL <i>SLW</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 12/20/2011
Reports & Recommendations	SUBJECT: Request by Robert Albert for reimbursement from the Milwaukee Metropolitan Sewerage District for the relining of a lateral within the Rawson Homes Subdivision at 7333 S. 36 th Street	ITEM NO. <i>6.7.</i>

BACKGROUND

Please be advised that Mr. Robert Albert had a sanitary sewer lateral relined at 7333 S. 36th Street located in the Rawson Homes Subdivision. He proceeded with the relining without staff's knowledge. Staff found out about the relining while it was in process, but was able to inspect the relining.

ANALYSIS

Staff has discussed possible reimbursement to the property owner as the City has metered the area and has inspected the lateral prior to the relining by closed circuit television and has determined that the lateral qualified for the District's private property inflow and infiltration program.

OPTIONS

Staff is requesting authorization from the Common Council to submit the \$7,500 cost for the relining to the District for reimbursement, and if the reimbursement is approved, and the City receives the funds then to reimburse Mr. Albert for the work completed.

FISCAL NOTE

At the beginning of 2012 the City will have \$706,274 in the private property inflow and infiltration account.

RECOMMENDATION

Motion to authorize Staff to reimburse Mr. Albert, of 7333 S. 36th Street, for the \$7,500 cost to reline the lateral from the District's private property inflow and infiltration program only if the City receives the reimbursement from the District.

JMB/db

Robert M. Albert
7333 S. 36th St.
Franklin, WI 53132

November 16, 2011

Mr. Jack Bennett
City Engineer, City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Mr. Bennett:

Per your request, I am submitting this letter requesting reimbursement for the sewer lateral replacement I had done on October 6th and 7th of 2011 at my home address shown above. The pipe bursting work was performed by Badger Plumbing and Excavating. My total cost for the work was \$7500, which I paid when the work was completed, and am requesting reimbursement of. Attached is a copy of my invoice from Badger Plumbing and Excavating and a copy of my paid receipts. I had also previously provided Ronald Romeis with a copy of a second estimate (which came in at \$9500) along with two CD's containing pictures and videos of the work.

Please proceed with my reimbursement as we discussed. Your prompt attention to this matter would be greatly appreciated.

Thank you very much,



Robert M. Albert

414-526-7011

PROPOSAL

**BADGER PLUMBING
EXCAVATING**
10343 W. Fond du Lac Av.
Milwaukee, WI 53224
Ph# 414-464-6760 Fax# 414-358-1045

PROPOSAL NO. 1
SHEET NO. 1
DATE 9-23-11

PROPOSAL SUBMITTED TO:

NAME <i>Bob Albert</i>
ADDRESS <i>7333 s 36th</i>
<i>Franklin, WI 53132</i>
PHONE NO. <i>414-526-7011</i>

WORK TO BE PERFORMED AT:

ADDRESS <i>Same</i>
DATE OF PLANS <i>10-6-11 to 10-7-11</i>
ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of _____

*Relay sanitary sewer from cleanout to city main with 4" pvc pipe
Saw cut and repair street
Break open and repair basement floor
Install 4" pvc cleanout
Truck away excess ground
Permits included*

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of *Seventy five*
Hundred Dollars ^{00/100} Dollars (\$ *7,500⁰⁰*)

with payments to be made as follows.

Respectfully submitted _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Per _____

[Signature]
Badger Plumbing

Note — This proposal may be withdrawn by us if not accepted within *28* days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____

Signature _____

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APPROVAL <i>SLW</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 12/20/11
Reports & Recommendations	SUBJECT: Recommended revision S. 51 st Street Trail on the west side of S. 51 st Street from W. Rawson Avenue to the north	ITEM NO. <i>6.8</i>

BACKGROUND

Please be advised that I met with the Trails Committee on December 8, 2011 relative to the location design of the S. 51st street trail and after their review it was recommended that the trail be revised. The trail was originally planned to be constructed on the west side of S. 51st Street from the existing walk (just south of St. Paul's Church) to the northerly street to W. Harvard Drive.

ALTERNATIVES

The Trail Committee recommended that the trail stop at W. Princeton Drive (Note: Residents on the west side of S. 51st Street can walk on interior streets to reach the trail) and that the trail be extended from the existing walk on the east side from the existing walk north of W. Rawson Avenue to W. Xavier Drive (Note: residents on the east side of S. 51st Street can walk on interior streets to reach the trail). Engineering staff concurs with the Trails Committee.

FISCAL NOTE

Length of walk is about the same so the costs should not increase.

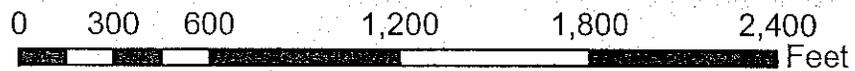
RECOMMENDATION

Motion to authorize the change in the location of the proposed trail on S. 51st Street for the extension on the west side to W. Princeton Drive and on the east side to W. Xavier Drive as recommended by the Trails Committee.

JMB/db

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PROPOSED S. 51ST STREET TRAIL



■■■■■■■■■■ Proposed Revised Trail

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>SLW</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/20/11</p>
	<p style="text-align: center;">Termination of the Master Planning Fund and either return of the remaining funds to the General Fund or establishment of an Economic Development Fund</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.9.</i></p>

Background

The Master Planning Fund is a Special Revenue Fund. GASB #54 restricts Special Revenue Funds to those funds that have a continuing outside revenue stream to support the named activity. Those funds not having a continuing revenue source need to for reporting purposes be combined with the General Fund.

The Master Planning Fund does not have a continuing source. In 2005 the Master Planning fund was created by combining the balance (\$59,727) of an unused Economic Development Fund with a \$200,000 transfer from the General Fund to provide the funding for the revision of the City's Comprehensive Master Plan. The financial portion of that effort has been completed and the current balance of this fund is \$110,484.

If a designation of a revenue stream is desired it needs to be made by Council action before December 31, 2011.

There are thirteen motels that generate room tax revenue to the City of Franklin that revenue amounted to about \$152,000 in 2010. A breakdown of the amounts received in 2010 is attached.

Options.

One option would be to terminate the Master Planning Fund and return the remaining funds to the General Fund via transfer.

Another option has been suggested by the Forward Franklin Economic Development Committee (See minutes attached). To perfect this option the name of the fund should be changed; for example Economic Development Fund. The amount of the present fund balance that is to be a part of the new fund should be specified. A continuing revenue source would need to be established and the purpose of the fund would have to be established. To establish a continuing revenue source the Council would need to direct that the revenue received for the quarterly periods after 1/1/2012 for _____ Motel and _____ Motel would be designated for the name of the new fund.

Fiscal Impact

All room tax revenue is currently designated to the General Fund. Any designation to a special revenue fund will reduce the revenue available to the General Fund.

Recommendation

From a financial perspective and because a Council action is needed prior to December 31, 2011, staff would recommend that the option to terminate the Mater Planning Fund be adopted now. The decision as to whether to establish a Economic Development Fund or simply amend the General Fund budgets as economic development needs arise be referred back to the Forward Franklin Economic Development Committee for definition as to what is to be spent and why a separate fund with a designated revenue source is necessary.

COUNCIL ACTION REQUESTED

**CITY OF FRANKLIN
ROOM TAX RECORD FOR 2010**

Business	1st Qtr. (Jan., Feb., March) due 4/30	2nd Qtr. (April, May, June) due 7/31	3rd Qtr. (July, Aug., Sept.) due 10/31	4th Qtr. (Oct., Nov., Dec.) due 1/31/11	Total
American Motel 9335 S. 27th St. 761-2324	\$1,294.16 TR 60335 5/4/10	\$1,313.22 8/2/10 TR 63061	\$1,543.87 TR 65168 11/10/10	\$1,318.52 TR 2/1/11	\$5,469.77
El Rancho Motel 8973 S. 27th St.	\$433.37 TR 60963 5/10/10	\$630.72 TR 62965 7/27/10	\$649.68 TR 65134 11/9/10	\$566.12 TR 66767 1/31/11	\$2,279.89
Embassy Motel 8253 S. 27th St.	\$1,086.20 TR 60833 5/4/10	\$1,581.25 TR 63097 8/3/10	\$1,866.50 TR 65136 11/9/10	\$1,404.42 TR 2/1/11	\$5,928.39
Knotty Pine Motel 9063 S. 27th St.	\$244.87 TR 60640 4/27/10	\$188.03 TR 63019 7/30/10	\$248.11 TR 65133 11/9/10	\$157.17 TR 66674 1/27/11	\$828.18
Modern 41 9375 S. 27th St. 761-1331					2522.78
Park Motel 7273 S. 27th St.	\$2,652.78 TR 62675 7/14/10	\$2,635.17 TR 64078 9/17/10	\$2,757.08 TR 66286 1/10/11	\$2,724.03 TR 68292 4/15/11	\$10,681.26
Plaza Motel 8151 S. 27th St.	\$1,098.50 TR 61233 5/19/10	\$1,182.69 TR 65135 11/9/10	\$1,454.35 TR 66163 1/2/11	\$1,055.17 TR 68453 4/21/11	\$4,820.71
Silent Night 7973 S. 100th St.	\$287.28 TR 60314 4/15/10	\$312.25 TR 62674 7/14/10	\$360.52 TR 64452 10/8/10	\$591.30 TR 66178 1/6/11	\$1,351.35
Skyway Motel 8361 S. 27th St.	\$625.00 TR 60834 5/4/10	\$657.03 TR 63281 8/11/10	\$717.06 TR 65138 11/9/10	\$688.84 TR 2/1/11	\$2,687.93
Staybridge Suites 9575 S. 27th St.	\$24,084.51 TR 60810 5/3/10	\$28,585.93 TR 62972 7/27/10	\$34,404.85 TR 65139 11/9/10	\$24,257.16 TR 66729 1/28/11	\$111,332.45
Sunrise Motel 9347 S. 27th St.	\$360.24 TR 60704 4/30/10	\$425.50 TR 63098 8/3/10	\$657.49 TR 65168 11/10/10	\$503.59 TR 2/1/11	\$1,946.82
Traveler's Motel 9419 S. 27th St.	\$845.47 TR 60864 5/5/10	\$897.15 TR 63096 8/8/10	\$1,192.53 TR 65167 11/10/10	\$875.37 TR 66850 2/4/11	\$3,810.52
Whitnall View 6991 S. Lovers Lane Rd.	\$801.76 TR 60865 5/5/10	\$1,120.85 TR 63279 8/11/10	\$1,194.32 TR 65137 11/9/10	\$851.47 TR 2/1/11	\$3,968.40
GRAND TOTAL					

will pay full
year w/int. and penalties
prior to 12/31/11

foods are a good thing for restaurants. Katz-Petted likes the idea and questioned whether a public market might be combined with the plans. Motion made (Sweeney) and seconded (Michlig) to recommend to the Common Council and Plan Commission to take such actions necessary to accommodate the proposed use. Motion carried; Ayes (5), Noes (0).

- B. Consideration of request to add a "Downtown Retail" zoning classification as a method of driving economic development with possible recommendation to Common Council/Plan Commission for future action.

Item was tabled because scheduled presenter was not present.

- C. Update on Forward Franklin Economic Development Committee actions related to marketing materials and website work including funding thereof.

Member Michlig presented information concerning the web site. Ald. Taylor stated that there is a \$110,484 comprehensive plan fund balance which Administrator Luberda agreed could be re-appropriated. Discussion followed concerning preferences for using the City's site vs. a separate site linked with the City site. Administrator Luberda presented possibilities using the City's present content management tool. Motion made (Sweeney) and seconded (Tatlock) to recommend to the Common Council to use the remaining fund balance for the comprehensive plan for economic development purposes and to establish a continuing fund source for the same. Motion carried: Ayes (5), Noes (0).

- D. Presentation of materials and information obtained from the Planning Communities for Generations Plan Commission Workshop attended on October 20, 2011.

Chairman Haskins provided a description of the event and some take-away points from it. Committee members agreed that it sounded like an interesting program that might spur similar discussion opportunities within FFEDC meetings. No action taken.

- E. Update on 27th Street Reconstruction Project

Ald. Taylor advised that the City has formalized it's position on the matter and that the next step is to meet with Oak Creek representatives. No action taken.

- VI. Next Meeting Date – November 28, 2011

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<p>APPROVAL</p> <p><i>SLW</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/20/11</p>
	<p>Resolution Dissolving/Terminating TIF District #2 and Authorizing the City of Franklin Director of Finance & Treasurer to distribute excess increment to the overlying Taxation Districts</p>	<p>ITEM NUMBER</p> <p><i>G,10.</i></p>

The Wisconsin Department of Revenue requires a resolution from the City of Franklin as part of their process to end TIF District #2. Because the CDA is the responsible agency they have advised having a termination resolution from both the CDA and the City of Franklin.

Even though the DOR has indicated that a resolution from one of the entities is sufficient our Bond Counsel due to differences in the authority levels of the City and the CDA would rather have both entities adopting resolutions to terminate TIF District #2.

The attached resolution meets the DOR requirements.

Also attached is a current cash flow report and a calculation of the amounts due to each of the taxation districts based on the current estimates. In the event an opportunity would present itself during January or early February the estimates could change based on CDA action.

COUNCIL ACTION REQUESTED

Motion to approve resolution 2011 - _____ to authorize the Dissolving/Terminating TIF District #2 and Authorizing the City of Franklin Director of Finance & Treasurer to distribute excess increment to the overlying Taxation Districts

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2011-_____

A RESOLUTION DISSOLVING/TERMINATING TIF DISTRICT #2 AND
AUTHORIZING THE CITY OF FRANKLIN DIRECTOR OF FINANCE &
TREASURER TO DISTRIBUTE EXCESS INCREMENT TO THE OVERLYING
TAXATION DISTRICTS

WHEREAS, the City of Franklin passed a creation resolution creating Tax Incremental District NO. 2 and adopted a Project Plan both on January 5, 1993; and

WHEREAS, the responsibility for managing the District was vested in the Community Development Authority of the City of Franklin; and

WHEREAS, all TIF District No. 2 all but two projects have been completed to date and escrow arrangements have been established for the two remaining projects; and

WHEREAS, sufficient increment has been collected as of the 2010 tax roll, payable in 2011, to cover TIF District No. 2 project costs including the escrowed funds for two projects and the final debt payments were made in 2011.

NOW BE IT THEREFORE RESOLVED, that the City of Franklin does agree to dissolve/terminate TIF District #2;

BE IT FURTHER RESOLVED, that the City Clerk of the City of Franklin notified the Wisconsin Department of Revenue prior to the May 15 deadline that the district will be terminated and no tax increment for the following year was requested; and

BE IT FURTHER RESOLVED, that the that the City of Franklin Director of Finance & Treasurer shall sign the required Wisconsin Department of Revenue final accounting form agreeing on a date by which the Community Development Authority of the City of Franklin shall send final audited information to the Wisconsin Department of Revenue; and

BE IT FURTHER RESOLVED, that the City of Franklin Director of Finance & Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the District, to the affected taxing districts with proportionate shares to be determined and verified by the final audit by Clifton Gunderson, LLP the CDA auditors.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of December, 2011.

APPROVED:

ATTEST:

Thomas M. Taylor, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

City of Franklin
Community Development Authority
Projected Cash Flow
November 16, 2011

Year	Revenue					Total Available	Debt Service	Expenditures			Total Expenditures	Net Yearly Change	End of Year	
	Tax Levy	Land Sales Participation & Other	State Computer Aid	Interest 3.0%	Amounts Borrowed			Fiscal Charges	Admin Expense	Capital Expenditures			Net Assets	CDA Debt Outstanding
1993-02	9,350,587	4,981,162	222,403	1,712,372	54,345,000	70,611,624	43,352,376	1,160,196	805,574	24,800,536	70,118,662	492,942	492,942	
Reclass									(75,446)	75,446				
2003	2,631,082	68,222	119,379	13,023		2,831,706	2,523,167	5,187	6,227		2,534,581	297,125	790,068	22,270,000
2004	2,729,979	52,119	102,135	20,994		2,905,227	3,365,053	4,250	2,564	83,580	3,455,447	(550,220)	239,847	20,030,000
2005	2,919,438	177,846	88,555	39,876		3,225,715	3,311,836	3,000	11,410	237,461	3,563,707	(337,992)	(98,146)	17,715,000
2006	2,860,368	19,547	68,964	164,260	10,000,000	13,113,139	13,435,703	39,450	12,157	37,577	13,524,887	(411,748)	(508,893)	15,195,000
2007	2,858,012	11,544	88,791	37,440		2,995,787	3,488,287	3,000	8,043	4,235	3,483,565	(487,778)	(997,671)	12,375,000
2008	3,944,725	-	72,391	40,060		4,057,176	2,833,531	1,550	10,792	29,375	2,875,248	1,181,928	184,257	10,000,000
2009	3,071,885	1,000	55,599	32,767		3,161,251	2,648,250	-	9,313	151,469	2,809,032	352,219	536,476	7,700,000
2010	3,894,359	125,672	234,886	23,027		4,277,944	3,248,000	-	11,563	93,316	3,352,879	925,065	1,461,541	4,700,000
	34,260,535	5,437,111	1,053,103	2,083,819	64,345,000	107,179,569	78,186,203	1,216,633	802,197	25,512,995	105,718,028	1,461,541	1,461,541	
2011	4,493,995	15,000	1,022,785	31,477		5,563,257	4,794,000	-	13,798	1,000,000	5,807,798	(244,541)	1,217,000	0
2012	4,493,995	15,000	1,022,765	31,477		5,563,257	4,794,000	-	13,798	1,000,000	5,807,798	-	1,217,000	0
Less Debt	38,754,530	5,452,111	2,075,888	2,115,296	64,345,000	112,742,826	82,980,203	1,216,633	815,995	26,512,995	111,525,826	1,217,000		
					(64,345,000)	(64,345,000)	(64,345,000)	-	-	-	(64,345,000)			
	38,754,530	5,452,111	2,075,888	2,115,296	-	48,397,826	18,635,203	1,216,633	815,995	26,512,995	47,180,826			

Baptistas 500,000
Oakwood Road 325,000
Pond Escrow 150,000
Final Bond payment 25,000
1,000,000

M E M O R A N D U M

DATE: September 3, 2010
TO: Community Development Authority
FROM: Cal Patterson, Director of Finance & Treasurer
RE: Steps to terminate TIF District #2 and the potential impact of termination on the City of Franklin

2011/2012 TIF District #2 activity

- 2011 tax increment received – 1/31/2011
- Final payment of TIF obligations – 3/1/2011
- Final payments of road project, if approved – October & November of 2011
- Final TIF Audit – December 2011/January 2012
- Distribution of any remaining increment to the Taxing Districts after audit

Steps necessary to terminate TIF District #2:

- ✓ • CDA/^{MOTION}Council Resolution expressing intention to terminate TIF District #2
- ✓ • State Form PE-209 filed indicating that no increment should be certified for the following year tax levy – May 15, 2011
 - CDA/Council Resolution formally Terminating TIF District #2 and authorizing distribution of any excess increment – November 2011
 - Final Accounting Agreement State Form PE-223 filed with State DOR – January 2012
 - Final Accounting Report State Form PE-110 & Excel Report filed with State – April 2012

Potential Impact of TIF District #2 Termination on the City of Franklin

The 2009 tax increment generated was \$954,177. The City of Franklin could increase its tax levy in 2011 by the amount of the increment and that would not change the tax rate on resident's tax bills. Municipal tax levy limits can restrict the tax levy increase allowed in any one year. In a year that a TIF District is terminated the levy limit will include an increase of 50% of the City's portion of the tax increment of that TIF District.

Currently the City is below the levy limit by \$947,880 and would be eligible for an additional \$477,000 to be added to its levy limit due to TIF District termination (50% of the City's portion of the tax increment). The limits are increased annually. The tax rates could increase by 13 cents to the levy limit or decrease by up to 27 cents depending upon the actions of the Common Council. The current annual increase in the limit of 3% would be in addition to the above amounts. Decreases to the tax rate will result in reduced expenditure restraint revenue in the following year.

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<p>APPROVAL</p> <p><i>SLW</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/20/11</p>
	<p>Establish an Escrow agreement between the Community Development Authority and the City of Franklin for disbursing funds when due on the Franklin Business Park Pond Retrofit Project</p>	<p>ITEM NUMBER</p> <p><i>G. 11.</i></p>

Background

At the September 21, 2011 CDA meeting an escrow was authorized to fund the costs of removing and relocating storm water pond retrofit soils from the location within the Franklin Business Park.

In discussing the issue with the City and CDA auditors it is necessary to establish an escrow agreement and transfer the funds prior to closing TIF District #2. The City can act as the escrow agent.

An escrow agreement was prepared, is attached and was approved by the CDA.

The Finance Department is willing to monitor the escrow agreement.

Fiscal Impact

A small amount of staff time will be required to set up and monitor the payments from the escrow account. When payments have been completed the balance in the escrow account is distributed to the various taxing districts per Department of Revenue procedures.

COUNCIL ACTION REQUESTED

Motion to approve an Escrow agreement between the Community Development Authority and the City of Franklin for disbursing funds when due on the Franklin Business Park Pond Retrofit Project

APPROVAL	REQUEST FOR COMMUNITY DEVELOPMENT AUTHORITY ACTION	MEETING DATE 11/17/11
PUBLIC HEARING	Establish an Escrow agreement between the Community Development Authority and the City of Franklin for disbursing funds when due on the Franklin Business Park Pond Retrofit Project	ITEM NUMBER

At the September 21, 2011 CDA meeting an escrow was authorized to fund the costs of removing and relocating storm water pond retrofit soils from the location within the Franklin Business Park.

In discussing the issue with the City and CDA auditors it will be necessary to establish an escrow agreement and transfer the funds prior to closing TIF District #2. The City can act as the escrow agent.

An escrow agreement has been prepared and is attached.

CDA ACTION REQUESTED

Motion to establish an Escrow agreement between the Community Development Authority and the City of Franklin for disbursing funds when due on the Franklin Business Park Pond Retrofit Project

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF FRANKLIN WISCONSIN

ESCROW AGREEMENT TO ASSURE THE DISTRIBUTION OF TIF DISTRICT #2
FUNDS

This escrow agreement is made and entered into as of this 17th day of November, 2011, by and between City of Franklin ("Escrow Agent"), and the Community Development Authority of the City of Franklin, Wisconsin (CDA)

WHEREAS, the Community Development Authority of the City of Franklin is responsible for the administration of TIF District #2; and

WHEREAS, TIF District #2 is ready to close during 2011 and one of its remaining projects, Pond Retrofit soil removal and relocation, will not be complete until mid 2012; and

WHEREAS, the estimated cost of completion of this project is approximately \$150,000; and

WHEREAS, the CDA to enable TIF District #2 to close in 2011 is willing to deposit these funds and any funds remaining after the proposed initial distribution to the Taxation Districts into an escrow account for disbursement for the remaining project and any remaining funds to be proportionally distributed to the Taxation Authorities; and

WHEREAS, pursuant to a motion duly adopted by the governing body of the CDA, at a meeting held on November 17, 2011 the CDA has appointed the Escrow agent to hold and administer the Escrow agent here in established with the funds of the CDA.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Escrow Deposit. Concurrently with the execution of this agreement, the CDA has deposited \$150,000 and later will make an additional deposit of remaining funds on hand at termination of TIF District #2 of funds of the CDA to be held and used by the Escrow agent, together with any investment income accruing thereto for the express purpose of paying for the costs of the Pond Retrofit soil removal and relocation. The CDA relinquishes any and all claim it may have to the funds constituting the escrow deposit or to the return of said funds deposited into the Escrow Agreement, and thereby the CDA is deemed to have expended funds toward the payment of costs of the project herein described.

2. Acceptance of Escrow Escrow Agent acknowledges receipt of the escrow deposit hereunder and accepts the responsibilities imposed on it, as escrow agent, by this agreement.
3. Deposited funds Escrow agent shall deposit funds received into an interest bearing separate account at the Local Government Investment Pool.
4. Distribution of Escrow Funds The Escrow Agent will distribute funds as the work of the Pond Retrofit soil removal and relocation is completed and the Executive Director of the CDA has signed indicating that it is okay to pay the invoices.
5. Distribution of remaining funds After the Pond Retrofit soil removal and relocation project is completed any funds remaining will be distributed to the taxation Districts in proportion to the 2010 tax increment received by the CDA and the Escrow will be closed.
6. Escrow Agent Fee The Escrow agent will not receive a fee.
7. Final Report The Escrow agent will prepare a Final Report for the CDA after the funds are distributed. In the event that the funds are held more than a year an annual report will be provided.

In witness, the parties have executed this agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first written above.

COMMUNITY DEVELOPMENT AUTHORITY

Chairman

Attest _____
Executive Director

CITY OF FRANKLIN

Mayor

Attest _____
City Clerk

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/20/11
REPORTS & RECOMMENDATIONS	A Resolution to Establish 2010, 2011, and 2012 General Wage Adjustments for Dispatchers	ITEM NUMBER G.12

The Dispatcher's labor contract expired at the end of 2009. They have not received a general adjustment to their wages and benefits since that time. All other bargaining group employees and non-represented employees participated in a three-year settlement pattern generally as follows: 1% 7/1 of year one, 1% 1/1 and 7/1 of year two, 2% 1/1 of year three, and 1% 12/31 of year three. Additionally, each employee received one additional day off in each of the three years, except if the group was part of a 24-hour operation that would create overtime by allowing time off; they received an additional .4% on 7/1 of year three in place of the added time off.

By not actively pursuing a settlement, the Dispatchers have placed themselves in a position such that the City is not obligated to provide a similar increase. In fact, the City is restricted by the general increase that can be awarded by Act 10, which limits across-the-board increases for represented units to the CPI of a prior 12-month period, as published by the WERC. Although I am told the union has voted not to continue to be represented and the WPPA representative has indicated that there is no longer a need to involve him in matters pertaining to the Dispatchers, the Union is still technically represented until the WERC says otherwise. The likely official deadline will be March 1st if the employees and the union have not filed a petition for an election by February 28th.

Nonetheless, it is reasonable to move forward at this time to address the current inequity related to the Dispatchers being the only group of employees not to receive the last three-year settlement pattern. The Personnel Committee concurred that providing them with a similar pattern of adjustments was reasonable and appropriate. In short it was a matter of fairness.

Unfortunately, the pattern could not simply be applied in exactly the same manner. First, as referenced above, there is a CPI restriction to the increase that can be awarded in a given year, which is estimated to be .4% for 2010. Secondly, other employee groups are experiencing the 10% health insurance premium contribution, a 4.2% pension contribution, and an additional 1% wage increase this year. Although 2012 would be the third year of the prior pattern, it is desirable to bring the Dispatchers into sync with the other groups of employees generally falling into the Civil Service System.

As such, it was necessary to devise a pattern that blended the prior three-year pattern with the 2012 pattern for Civil Service Employees. The resulting three-year arrangement is reflected on the attached document. The document shows that over the first two years the pattern provides a net wage benefit within \$20 of what would have been the result from the original pattern. It applies an additional .6%, instead of 1%, in the third year but recognizes the prior Council action that imposed the 10% health insurance premium share and the 4.2% pension contribution, both starting in January. As an additional partial offset, there would not be the \$10 per month retroactive collection for 2011 health insurance premium shares.

In short, the intent of the attached proposal as set forth in the resolution is to address retroactive and 2012 general wage increases for Dispatchers and to do so in a manner that treats them comparable with other employees, relative to the prior three-year settlement pattern, while at the same time incorporating the 2012 Civil Service adjustments already approved by the Common Council. Additionally, you will see that the resolution includes some language to comply with the technicalities of the current labor laws.

The Personnel Committee reviewed the matter and recommends approval. Prior year amounts were booked and set aside as anticipated expenditures, so there is not a large unanticipated expenditure to occur this year.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2011-_____, "A Resolution to Establish 2010, 2011, and 2012 General Wage Adjustments for Dispatchers".

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2011-_____

A RESOLUTION TO ESTABLISH 2010, 2011, AND 2012
GENERAL WAGE ADJUSTMENTS FOR DISPATCHERS

WHEREAS, members of the Dispatcher's union contract expired December 31, 2009, and no general wage or benefit adjustment has occurred since that time, and

WHEREAS, other employee groups and non-represented employees generally participated in a three-year settlement pattern, and

WHEREAS, it is reasonable, fair, and appropriate to extend that settlement pattern to the Dispatchers while at the same time incorporating and anticipating 2012 approved general wage increases and health insurance and pension contribution benefit changes, and

WHEREAS, the Personnel Committee and Director of Administration recommend the following actions as representing such a wage adjustment pattern.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Franklin, Wisconsin, that in lieu of the general wage increase set forth in Resolution 2011-6766, current Dispatchers still employed by the City of Franklin shall receive general, across-the-board wage increases, applied to the approved step-and-grade plan, as follows: .4% on 1/1/10, 1.65% on 1/1/11, 1% on 7/1/11, 3% on 7/1/12 and 1% on 12/31/12.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this resolution shall constitute "Compensation Plan Addendum 12-14-11".

NOW, THEREFORE, BE IT FURTHER RESOLVED that acceptance of the retroactive wage adjustments for 2010 and 2011 by each Dispatcher constitutes their authorization for the City to deduct a reimbursement of an identical amount should union representation materialize that challenges said general wage increase absent negotiation and that the 2012 increases are effective only upon decertification of the union, in the event decertification does not occur and negotiation is required.

All resolutions and parts of resolutions in contravention to this resolution are hereby repealed.

Introduced at a regular meeting of the Common Council of the City of Franklin this 20th day of December, 2011 by Alderman _____.

Passed and adopted by the Common Council of the City of Franklin this 20th day of December, 2011.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, Director of Clerk Services

AYES ___ NOES ___ ABSENT ___

Dispatch Wages
Potential method to reconcile Dispatch wages with other employees

		Pattern					
		Beginning Wage	Monthly Employee Health Insurance Contribution	Yearly Employee Health Insurance Contribution	Total Wage (Includes Increases)	Year Ending Base Wage	Net Earnings (Wage less Health Contribution)
2009	Single	\$42,723	\$60	\$720	\$42,723	\$42,723	\$42,003
	Family	\$42,723	\$135	\$1,620	\$42,723	\$42,723	\$41,103
2010	Single	\$42,723	\$60	\$720	\$42,936	\$43,150	\$42,216
	Family	\$42,723	\$135	\$1,620	\$42,936	\$43,150	\$41,316
2011	Single	\$43,150	\$60	\$720	\$43,800	\$44,017	\$43,080
	Family	\$43,150	\$145	\$1,740	\$43,800	\$44,017	\$42,060
Sub Totals 2010-2011							
	Single	\$85,873		\$1,440	\$86,737		\$85,297
	Family	\$85,873		\$3,360	\$86,737		\$83,377
2012	Single	\$44,017	\$60	\$720	\$44,545	\$45,524	\$43,825
	Family	\$44,017	\$145	\$1,740	\$44,545	\$45,524	\$42,805
Totals 2010-2012							
	Single	\$129,890		\$2,160	\$131,282	\$45,524	\$129,122
	Family	\$129,890		\$5,100	\$131,282	\$45,524	\$126,182

Pattern Used
 2010 1%- 7/1/10
 2011 1%- 1/1/11; 1%- 7/1/11
 2012 2.4%- 7/1/12; 1%- 12/31/12

2009 Beginning wage cal: 21.34*2002 hours

2013 \$45,980

106.6%

		Option - Parity/Catch-up Recommendation					
		Beginning Wage	Monthly Employee Health Insurance Contribution	Yearly Employee Health Insurance Contribution	Total Wage (Includes Increases)	Year Ending Base Wage	Net Earnings (Wage less Health Contribution)
2009	Single	\$42,723	\$60	\$720	\$42,723	\$42,723	\$42,003
	Family	\$42,723	\$135	\$1,620	\$42,723	\$42,723	\$41,103
2010	Single	\$42,723	\$60	\$720	\$42,894	\$42,894	\$42,174
	Family	\$42,723	\$135	\$1,620	\$42,894	\$42,894	\$41,274
2011	Single	\$42,894	\$60	\$720	\$43,819	\$44,037	\$43,099
	Family	\$42,894	\$145	\$1,740	\$43,819	\$44,037	\$42,079
Sub Totals 2010-2011							
	Single	\$85,616		\$1,440	\$86,713		\$85,273
	Family	\$85,616		\$3,360	\$86,713		\$83,353
2012	Single	\$44,037	\$75	\$900	\$44,698	\$45,812	\$43,798
	Family	\$44,037	\$181	\$2,175	\$44,698	\$45,812	\$42,523
Totals 2010-2012							
	Single	\$129,654		\$2,340	\$131,411	\$45,812	\$129,071
	Family	\$129,654		\$5,535	\$131,411	\$45,812	\$125,876

107.2%

2010: increase of 0.40% on 1/1/10 based on CPI from 2009 of 0.40%.
 2011: increase of 1.65% on 1/1/11 and 1% 7/1/11 based on CPI from 2010 of 3.3%
 2012: increase of 3% on 7/1/12 and 1% on 12/31/12 based on CPI from 2011 of 3.5%
Hourly Wage based on net wage calculations

2010	Beginning Year	\$21,340	End of Year	\$21,425
2011	Beginning Year	\$21,425	End of Year	\$21,997
2012	Beginning Year	\$21,997	End of Year	\$22,883

2011 Health at 10% \$181.25
 2011 regular share \$145
 Difference in lift \$288
 0.63%

NOTES:

- 2012 includes the mid year .4% that was the approximate equivalent of 1 day off per year, per pattern 2012 can exceed CPI because it is assumed from current actions that the employees will not be unionized.
- Difficult to bring them into alignment with other groups, meaning to erase the misalignment of years
 - Other groups for 2012, when 10% health kicks in, get an extra 1% mid year.
 - However, giving dispatch the an extra 1% mid year 2012, effectively gives them 4 years of lift in three year.
- Strategy for 2012
 - 3% raise is component of 2% from pattern increase, plus .4% from pattern day off plus .6% of the 2012 increase (new pattern) of 1% midyear
 - Start 10% contribution beginning 2012 as with other employees, but do not require retro-active reimbursement for 2011 of \$10/month family
- This would apply only to current employees, not separated employees.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/20/11
REPORTS & RECOMMENDATIONS	Geographic Marketing Advantage, LLC Agreement for Geographic Information System (GIS) Support and Database Maintenance Services for 2012	ITEM NUMBER <i>G.13.</i>

Geographic Marketing Advantage, LLC has served as the City's primary consultant on its GIS system. City staff is very pleased with the performance of this company and its employees and is interested in continuing this relationship for an additional year. The employees, Todd Niedermeyer and Brian Fausel, have been very responsive in addressing our needs and very dedicated to continuing to move GIS forward.

At their December 13, 2011 meeting, the Technology Commission approved a motion recommending to the Common Council extension of the City's GIS service contract with Geographic Marketing Advantage, LLC through 2012 with a rate increase of no more than .5% and that the contract be modified to allow it to continue on a month-to-month basis after the term of the year.

Staff seeks authority to execute a contract extending the term through 2012 and adjusting the rates by .5% effective January 1, 2012. The requested .5% rate adjustment is in line with City employee wage increases for 2012.

Other than the rate adjustments, the 2012 contract would be in the same form as for the current year, except that the following language will be added to allow the contract to continue on a month-to-month basis after the term of the year similar to the language established in the current Heartland Business Systems IT service contract.

"This agreement shall cover a period including all of calendar year 2012 and shall continue thereafter on a month-to-month basis until such time that the agreement is terminated, as provided for herein, or modified or extended by a separate, future agreement."

The contract would reflect the 2012 budget as approved and, in general, is funded approximately 82% by the General Fund with 18% split between the Sewer and Water Funds. The current contract is attached for your convenience.

Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration to execute a 2012 contract with Geographic Marketing Advantage, LLC for Geographic Information System Support and Database Maintenance Services in a form substantially equivalent to the 2011 contract but incorporating 2012 budget limits, a .5% rate increase effective January 1, 2012, and substituting the necessary language to allow the contract to continue on a month-to-month basis after the term of the year as noted above.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this 22nd day of December, 2010, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Geographic Marketing Advantage, LLC, a Wisconsin Limited Liability Corporation (hereinafter "CONSULTANT"), whose principal place of business is 8757 W. Elm Ct, Franklin, WI 53132.

WITNESSETH

WHEREAS, CONSULTANT is duly qualified and experienced as a consultant and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to employ CONSULTANT in connection with outsourcing the design, development, and operation of an enterprise GIS for the City of Franklin.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CLIENT for the continuation of services for operation and support of the City of Franklin's GIS and for performing updates and maintenance to the GIS database. Services to be provided under this AGREEMENT are provided in Attachment A.
- B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies, and will give consultation and advice to CLIENT during the performance of said services. CONSULTANT may employ the services of outside consultants and subcontractors when deemed necessary by CONSULTANT to complete work under this AGREEMENT.
- C. CONSULTANT is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONSULTANT and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

E. CONSULTANT maintains certain copyrighted source documents that are subject to periodic independent evaluation and updates. CONSULTANT reserves the right to use copyrighted source documents and be compensated for such use, in an amount as mutually agreed upon, when it is necessary or convenient to accomplish the Basic Services covered by this AGREEMENT, and the fee for such use would be less than or equal to the cost of providing the same service through the creation of original source documents. For all copyrighted works provided to CLIENT, CONSULTANT grants CLIENT permission to reproduce such works in any manner; prepare derivative works; and lend, lease, rent, or transfer ownership to any private or public entity involved with the operation, financing, and use of the City of Franklin GIS. CLIENT agrees that the use of materials prepared from copyrighted source documents will be limited to the project needs encompassed by this AGREEMENT. Use of materials prepared from copyrighted source documents for other purposes shall be limited to reproduction for criticism, comment, news reporting, teaching, scholarship, research, or similar activities covered by the "fair use" principles of the copyright law. All copyrighted source documents will be clearly marked by the CONSULTANT.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services further described in Attachment A for a total not-to-exceed cost in the amount of \$119,750, in accordance with Attachment "B" and subject to the terms detailed below:

- A. CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay undisputed CONSULTANT's invoice within 30 days of invoice date for all approved work.
- B. CONSULTANT will invoice CLIENT on an hourly basis for tasks identified in Attachment A. Total cost will not exceed \$115,000 unless changes to the project budget are specifically agreed upon by CONSULTANT and CLIENT and documented in writing. For services rendered, invoices will clearly state the percentage of work completed and the fee earned.
- C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in draft and final reports, it will notify CONSULTANT in writing within thirty (30) days of receipt of report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CLIENT's review.
- E. CONSULTANT shall not initiate any services prior to January 1, 2011 and shall complete all services covered by this AGREEMENT by December 31, 2011, excepting for delays caused through no fault of the CONSULTANT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONSULTANT under this AGREEMENT. Upon acceptance of the request of such changes, CONSULTANT shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment as mutually agreed upon will be made to compensate CONSULTANT for any incremental labor or direct costs. Any claim by CONSULTANT for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from CLIENT.
- B. CLIENT and CONSULTANT reserve the right to subsequently amend this AGREEMENT to include additional services. Compensation and schedule for completion for additional services will be as agreed by CLIENT and CONSULTANT prior to the start of work on said additional services and may be incorporated as an Addendum to this AGREEMENT.

IV. ASSISTANCE AND CONTROL

- A. Todd Niedermeyer, or designee, will perform the work of the CONSULTANT, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of CLIENT, Todd Niedermeyer as CONSULTANT's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.
- D. CONSULTANT shall maintain all records pertaining to this AGREEMENT until at least three (3) years following its completion of the services hereunder and CLIENT shall have the right to inspect and copy such records upon request.

V. TERMINATION

- A. This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work performed and expenses incurred up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential AGREEMENTs for services with other parties.

B. In the event that this AGREEMENT is terminated for any reason, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination.

C. The rights and remedies of CLIENT and CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONSULTANT shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. Limit of General/Commercial Liability	\$1,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Workers' Compensation and Employer's Liability	Per Statute
D. Professional Liability	\$1,000,000

Upon the execution of this AGREEMENT, CONSULTANT shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days written notice to CLIENT.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the CLIENT from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any negligent or intentional and wrongful act or omission of CONSULTANT.

VII. TIME FOR COMPLETION

Subject to the conditions of Section II E., CONSULTANT shall commence immediately upon receipt of a Notice to Proceed to complete all work required herein. The CONSULTANT shall exert all reasonable effort to adhere to the services in Attachment A except that the services may be notified with the approval of CLIENT and shall be extended day for day for any delay introduced during CLIENT's review of products or in the general conduct of the project.

VIII. DISPUTES

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

IX. CONFIDENTIALITY

CONSULTANT shall keep confidential, except as may be required to perform its obligations under this AGREEMENT, any and all confidential information of the CLIENT of which the CONSULTANT has knowledge, possession, or to which the CONSULTANT has access. This confidentiality obligation shall survive the termination of this AGREEMENT.

X. AMMENDMENTS TO THE AGREEMENT

This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONSULTANT.

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

City of Franklin, Wisconsin

Geographic Marketing Advantage, LLC

BY: Thomas M. Taylor

BY: Todd Niedermeyer

PRINT NAME: Thomas M. Taylor

PRINT NAME: Todd Niedermeyer

TITLE: Mayor

TITLE: President, Sole Member

DATE: 12/28/2010

DATE: 12/22/2010

BY: Sandra L. Wesolowski

PRINT NAME: Sandra L. Wesolowski

TITLE: City Clerk

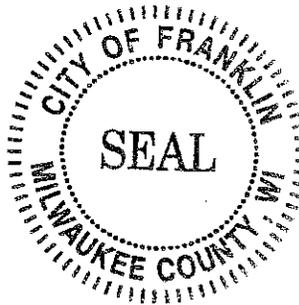
DATE: 12/29/2010

BY: Calvin A. Patterson

PRINT NAME: Calvin A. Patterson

TITLE: Director of Finance & Treasurer

DATE: 12/31/2010



Attachment A

Continued GIS Support and Services for 2011

On-Site Management and Technical Support of GIS Operation

- Monitor results of the GIS Rewrite Project to determine continued effectiveness and operability and to determine additional potential improvements.
- Continue communications and coordination with the City's Administration and Information Technology Support Providers
- Provide technical and programming services as needed by the City
- Setup login parameters for ArcGIS licenses
- Support database management
- Evaluate data quality and data errors
- Provide GIS user support
- Produce product to support special requests, including but not limited to map development
- Provide continued documentation, instruction and training
- Installation of software
- Load new and revised GIS data
- Provide other support as needed by the City
- Provide training on GIS applications and tools, including website tools
- Perform GIS database updates and maintenance, including related applications such as but not limited to Signview and Sewerview (Note: City staff will also continue to perform similar and related tasks. As such, Contractor will be evaluated on this aspect based upon their accuracy and productivity in performance of this contracted service.)
- Work with ESRI and Cartegraph Products and Services
- Help develop, support, and promote additional GIS applicability and use throughout City Departments.
- Maintenance and continued development, with approval of the Director of Administration, of the web-based GIS portal used for public access to mapping services.

Attachment B

**Geographic Marketing Advantage, LLC
TOTAL "NOT TO EXCEED" BUDGET
for
Continued On-Site Support Services And
GIS Database Updates and Maintenance**

Service	Approx. Number of Hours Per Week	Approx. Number of Weeks	Approx. Total Hours	Fixed Hourly Rate	Budget
On-Site Administrative and Project Management Support of GIS Operations (Project Manager)	16	50	800	\$81.94	\$65,552
Technical and Mapping Support	16	50	800	\$57.22	\$45,776
Total Estimated Expenditure Available for Additional Services Authorized in Writing Total "Not to Exceed"					\$111,328
					\$8,422
					\$119,750

<p>APPROVAL</p> <p>SLW. </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/20/11</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Report on Impact Fee Fund Balance Levels and a Proposal from Ruekert-Mielke for Preparation of a Review and Analysis of Impact Fee Data and Circumstances and Preparation of or Updating of Needs Analysis, Rate Calculations, and a Report on Such Matters</p>	<p>ITEM NUMBER</p> <p>G.14.</p>

The Municipal Code indicates that the Director of Administration should annually provide a report on the status of the impact fee funds. As provided for by Section 92-9 K of the Municipal Code, the report can provide a recommendation regarding as to whether "the amount of fees imposed continues to represent an equitable and reasonable apportionment of the cost of public improvements and requirements generated by land development."

The purpose of this Council Action Sheet is to meet that reporting expectation. First, as was provided last year, is a report prepared by the Director of Finance and Treasurer and reviewed and submitted by the Director of Administration in accordance with the ordinance. This report addresses the fund balance level for each of the impact fee funds as of the end of 2010. As noted last year, this report will be provided annually.

Also, please note that the project related to the authorization to pursue adjustments to the initial water impact fee payments has not progressed substantially during the course of the year due to commitments related to and requirements of Acts 10 and 32. It is hopeful that the project will move forward in early 2012. If this project needs to be made a priority over other duties, please provide me with such a direction.

Finally, relative to considering whether "the amount of fees imposed continues to represent an equitable and reasonable apportionment of the cost of public improvements and requirements generated by land development", it has been a period of years since the basis for the individual impact fees has been reviewed. In particular, the City recently completed and adopted a revised Comprehensive Outdoor Recreation Plan, whose recommendations should be incorporated into a revised needs analysis and impact fee calculation and determination. Attached is a draft of a proposal from Ruekert-Mielke to complete the necessary review, calculations, and report. The cost of the study is paid for by the impact fee funding and not property tax dollars. It is recommended that the Director of Administration be authorized to execute the proposal in a final form as he shall determine is necessary to accomplish the necessary review provided that the initial contract not exceed \$14,000, but that the Director of Administration be granted an additional contingency authorization of 15% (\$2,100) without requiring further Council action.

COUNCIL ACTION REQUESTED

Motion (1) to receive and file the report on impact fee fund balance levels and (2) to direct the Director of Administration to execute a proposal with Ruekert-Mielke, for review and analysis of impact fee data and circumstances and preparation of or updating of needs analysis, rate calculations, and a report on such matters for an amount not-to-exceed \$14,000, with an additional authorization to the Director of Administration not to exceed \$2,100.

M E M O R A N D U M

DATE: April 7, 2011
TO: Finance Committee
Mark Luberda Director of Administration
FROM: Cal Patterson, Director of Finance & Treasurer
RE: 2010 Annual Report on Impact Fees

The City of Franklin receives impact fees for Park (including a community center), Water, Transportation, Law enforcement and Library purposes. The amount of impact fees currently being received are less than the amounts needed to support some of the programs depending on impact fees to support expenditures already made.

Some categories that have borrowed to support spending on projects are dependent upon a higher level of impact fees than are currently being received. The 2010 Summary of Impact Fee Activity is attached. The last five years of total impact fees received were as follows:

2010	\$725,129	2009	\$294,445
2008	\$545,745	2007	\$710,358
2006	\$2,124,615		

The impact fees from specified activities were targeted for projects completed and money was borrowed for those projects with annual impact fees received to pay annual debt service cost on the growth portion of the debt on those projects.

The impact on each area of impact fees is detailed below:

Library Impact Fees

Library Impact fees are dedicated to the repayment of principal and interest from the growth portion of the Library building project, originally \$1,722,000. This impact fee comes mainly from impact fees on residential development. The Impact fee balance on hand at the beginning of 2010 was a negative balance of (\$2,358) with \$30,512 in new impact fees received in 2010. The \$140,000 annual payment due to the Debt Service Fund had to be deferred leaving an end of year balance of \$28,462. The principal payments due in 2009, 2010 and partially in 2011 have been deferred and all interest payments have been deferred since September of 2008. It is unlikely that the full 2011 payments will be able to be met at the present level of development. The annual impact fees received for Library purposes have ranged from the low in 2009 of \$16,840 to a high in 2003 of \$215,022.

Law Enforcement Impact Fees

Law Enforcement Impact fees are dedicated to the repayment of principal and interest from the growth portion of the 2001 Law Enforcement building project. The Impact fee balance on hand at the beginning of 2010 was a balance of \$36,995, \$78,721 in new impact fees were received in 2010, the \$205,000 annual payment to the Debt Service Fund was deferred leaving a balance of \$76,098. The principal payments due in 2009, 2010 and partially in 2011 have been deferred and the interest payments have been deferred since September of 2008. It is unlikely that the full 2011 payments will be able to be met at the present level of development. The annual impact fees have ranged from the low in 2009 of \$19,003 to a high in 2006 of \$261,870. The Police impact fee was recalculated for 2005 increasing the fee to what was anticipated to better meet the level of debt service that had been incurred.

Fire Protection Impact Fees

Fire Protection Impact fees were dedicated to the repayment of principal and interest from the growth portion of the Fire Station #2 building project. The Impact fee portion of that project has been repaid. The growth portion of Fire station #3 was partially funded with the impact fee balance and future impact fees were committed toward the growth portion of Station #3 completed in 2009. Impact fees contributed \$400,000 toward the project costs and the projected annual debt service payment for this project is \$43,000. The Impact fee balance on hand at the beginning of 2010 was \$53,637, \$42,681 in new impact fees were received in 2010, \$42,830 was made in payment to the Debt Service Fund leaving a balance of \$54,451. The annual impact fees have ranged from the low of \$10,260 in 2009 to a high in 2006 of \$142,261.

Transportation Impact Fees

Transportation Impact fees have been dedicated to the repayment of principal and interest from the Drexel Avenue reconstruction from Loomis Road to Highway 100 building project. Impact fees are eligible to cover 100% of the cost of this project. The Impact fee balance on hand at the beginning of the year was \$132,799, \$60,696 in new impact fees were received and \$81,324 in debt service payments were made leaving a balance of \$113,950. Future years debt service requirements are \$73,000 due to a payment received from the developer that reduced the amount of debt outstanding. By using the balance in connection with impact fees being received the entire annual payment should be able to be made for the next few years provided overall impact fees do not decrease from the 2010 level.

Water Impact Fees

Water Impact fees are programmed based on the amount of fees on hand after deducting the oversizing payments due in the coming year. The Impact fee balance on hand at the beginning of the year was \$81,578, \$364,015 in new impact fees were received and \$254,217 in oversizing payments were made leaving an end of year balance of \$192,768. Future commitments in water projects are significant when compared to the balance of impact fees on hand. Funds need to be accumulated to meet the water projects contemplated in the impact fee study.

Park Impact Fees

Park Impact fees are programmed based on the amount of fees on hand. The Park impact fee has been internally divided into two components: Park acquisition and development and a community center fee. The acquisition and development balance on hand at the beginning of the year was \$1,622,360, \$145,479 in new impact fees were received and \$47 in payments were made leaving a balance of \$1,805,396. The amounts must be spent within ten years of collection or returned to the current owner. The fees collected through the second quarter of 2005 have been spent, therefore if there is no additional spending returning fees would need to begin in the third quarter of 2015. The annual impact fees have ranged from the low of \$80,215 in 2009 to a high in 2005 of \$1,006,695.

The community center balance on hand at the beginning of the year was \$1,295,978, no payments were made and \$28,669 in interest was added leaving a balance of \$1,324,647. No impact fees have been received for this purpose since the law was changed in mid 2006. If these funds are not spent for this purpose they would be combined with the acquisition and development funds. The combined funds would need to be spent within ten years of collection or returned to the current owner. A rough estimate is that would be in 2014 or 2015.

The last impact fee study was in 2002 and it would be appropriate to do an updated study. The completion of the updated water utility master plan and the completion of the updated outdoor recreational plan provides a good time to update the City of Franklin Impact Fee study to insure that proper impact Fee rates are being charged.

2011 DEC 15 10:11 AM

December 14, 2011

Mr. Mark Luberda
Director of Administration
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Re: Impact Fee Updates

Dear Mr. Luberda:

On November 9 and November 16, we met with City Staff to discuss the City's existing impact fees. Currently the impact fees the City has in place and their status is as follows:

- a. 2002 Library Facilities *(9 years old)*
- b. 2002 Park & Recreation *(9 years old)*
- c. 2002 Police & Municipal Court -Updated in 2004 *(7 years old)*
- d. 2002 Fire & Rescue -Updated in 2004 *(7 years old)*
- e. 2002 Stormwater Management *(9 years old)*
- f. 2002 Water *(9 years old)*
- g. 2002 Sanitary *(9 years old)*
- h. 2002 Transportation *(9 years old)*

Impact fees should be updated every 3 to 5 years in order for them to remain current, relevant and defensible. The City updated their Comprehensive Master Plan in 2009 and their Comprehensive Outdoor Recreation Plan in 2011. Both of these documents updated the City's growth rate projections and populations – both of which are key components in the derivation of impact fees. In addition, land values and projected land uses utilized in the current versions of the impact fees need updating to current values.

The revised impact fees need to reflect to what extent items listed in the various needs assessments were implemented and at what cost. In addition, there may be items in the respective needs assessments that need to be added based on the most current capital



Letter to Mr. Mark Luberda
December 14, 2011
Page 2

improvement plans and items that should be deleted.

Ruekert/Mielke is providing this proposal to assist the City in updating the City's Impact Fees.

Scope of Services:

Impact Fees

1. Information and Data Gathering – We will work with City Staff to obtain the following information:
 - a. Impact fees collected by year to date and the current status of projects listed in each of the respective impact fees studies. We would rely on the data prepared by the City on an annual basis according to Ordinance No. 2002-1712.
 - b. The description of any additional anticipated future projects that were not listed in the previous studies from existing studies or any updated needs assessments.
 - c. Projects contained in previous studies that were eliminated.
 - d. The actual costs of projects contained in previous studies that were implemented.
 - e. The debt schedules for all projects funded with impact fees in order to review the amount paid and the remaining principal balance.
2. Update the Recommended Impact Fees for Library Facilities, Park & Recreation, Police & Municipal Court, Fire & Rescue, Stormwater Management, Water, Sanitary and Transportation
 - a. Update the lists of recommended improvements, estimated costs and the impact fee share of costs;
 - i. For purposes of this Study, we do not anticipate preparing new Needs Assessments for the various impact fees. – only updating the existing Needs Assessments based upon information provided by City Staff
 - b. Update population projections, land uses and land values to current values so that consistent data is utilized for all impact fees.



Letter to Mr. Mark Luberda
December 14, 2011
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- c. Prepare a summary of impact fees collected to date and remaining impact fee eligible costs to be recovered for each fee.
 - d. Compute an updated impact fee amount for each item.
 - e. Evaluate the impacts on housing affordability in the City of Franklin of imposing the recommended impact fees.
 - f. Work with the Director of Administration and the City Attorney to update the City's existing Impact Fee Ordinance to comply with legislative changes that have occurred since its last update.
3. Report Preparation
- a. Prepare a written report amending the existing impacts fees that will meet the requirements of Wisconsin Statutes 66.0617.
 - b. Submit an electronic (word format) draft report to the City for Staff review and comment.
 - c. Following the Staff review and comment, the draft report will be revised as needed and 15 bound copies will be submitted to the City.
4. Meetings
- a. Throughout the course of the study, it is anticipated that we will attend the following meetings at City Hall:
 - i. Three meetings with City Staff plus a kickoff meeting to gather information and a meeting to review the draft report.
 - ii. Attendance at the required Public Hearing to present the recommended fees and respond to questions.

We would propose to perform the above services based on our normal hourly rates per the attached schedule of rates with an estimated cost range of \$9,500 - \$14,000 and we are prepared to begin work immediately upon authorization by the City. The Project Manager for this project will be Joe Eberle as we believe he will create cost savings because of his need to frequently be in Franklin for the Ryan Creek Project. We will maintain a minimum of \$1,000,000 of Professional Liability Insurance throughout the course of this project. We would provide the City with monthly reports as to the budget and costs and would not exceed the maximum cost without approval of the City.

Letter to Mr. Mark Luberda
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Please contact me if you should have any questions.

Very truly yours,

RUEKERT/MIELKE



William J. Mielke, P.E., R.L.S.
President, CEO

WJM:lfc

Attachment

cc: Cal Patterson, Director of Finance and Treasurer
Jesse A. Wesolowski, City Attorney
Joseph W. Eberle, P.E., Ruekert/Mielke
File



HOURLY RATES

CLASSIFICATION

HOURLY RATE

Engineer 9	\$195.00
Engineer 7	\$165.00
Engineer 2	\$ 84.00
Senior Economic Consultant	\$145.00
Administrative Assistant	\$ 57.00

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/20/11
REPORTS & RECOMMENDATIONS	Authorization to restructure the management of the Finance Department and authorize advertisement of a Finance Director	ITEM NUMBER G.15.

The current results of the City's hiring process for the Director of Finance and Treasurer have highlighted a potential serious threat to the City's financial structure and position. After considerable effort, the Mayor has determined that the hiring process undertaken to fill the position has not yielded a viable candidate that the Mayor can submit for confirmation. Normally, in such instances the standard Human Resources reaction is to simply re-advertise to try to establish a new list of potential candidates. However, in addition to our inability to identify an appropriate candidate, West Allis has been going through the same process, had very few applicants, have not found a viable candidate, and have temporarily stalled their process.

The City cannot afford to be without a Finance Director, yet that is the risk we could face if a second hiring process were to yield the same results as our first or as West Allis'. It should go without saying that the Director of Finance and Treasurer is a key position that simply cannot be left vacant if there is any reasonable way to avoid it. Given the risk of a second hiring process also yielding no viable candidate, it is appropriate to consider an alternative that reduces the risks and doesn't put the City's financial structure in potential peril.

The attached memo details an action plan for restructuring the Finance Department and breaking apart the duties of the Director of Finance and Treasurer to create a remaining vacancy that can more easily be filled. The Mayor proposes and I recommend the following actions to mitigate that risk. The recommendation includes the following steps:

- 1) Create a new Finance Director position. The new position would not have the duties associated with Treasury, investments, and financial management of the areas discussed in the attached memo and would report to the Director of Administration. A position of this nature would be much easier to fill.
- 2) Create a Treasurer position. This half-time position would enable the City to continue to take advantage of Mr. Patterson's expertise. The duties, in part, would incorporate oversight of and responsibility for Treasury; investments; financial management of (not the accounting of) TIF Districts, Water Utility, the Sewer Fund, Self Insurance, and impact fees. This would require development of a new, part-time contract to take effect after his current contract expires in April.
- 3) Restructure the Finance Department, including Treasury, to be under the general oversight of the Director of Administration after April. The Director of Administration, under the continued oversight of the Mayor and Common Council, would provide strategic guidance to the department, prepare administrative policy, act as the primary spokesperson on department matters, and take point in development of the Mayor's recommended budget and the budget process. This would take advantage of my expertise and experience in budgeting and in general administration as exhibited by my period as Director of Administration for Kenosha County, where I oversaw Finance, and as Town Administrator of Caledonia, where I oversaw all operating departments.

4) Restructure Planning so that it reports to the City Attorney. A services contract should be prepared that addresses the potential for the added workload.

This strategy addresses a number of the problems and opportunities identified through the recent process.

- It reduces the risk of reaching April and having nobody in a Finance Director position.
- It addresses the total workload expected of the position which eliminates one of the primary obstacles that led to problems in filling the position.
- It allows the City to retain the talents of Mr. Patterson for a longer period.
- It alters the expectations for the new Finance Director's position and better aligns it with the talent identified as most recently available in the market place.
- It builds upon the natural linkage of finance as an aspect of general administrative services and uses the Director of Administration's background in policy and budget development and general administrative oversight to eliminate this requirement as a core component of the Finance Director's job.

From a financial perspective, the strategy could fit into the current departmental appropriations but might require the use of some of the \$15,000 set aside for DOA and Human Resources costs of the COO initiative.

Absent such authorization above from the Common Council or other such direction from the Common Council, the City will simply move forward with re-advertising for the position of Director of Finance and Treasurer and take our chances that a viable candidate willing to accept the workload can be found. This is not recommended for the reasons discussed above and due to the potential risk that the end of April could come and the City would not have an adequate successor in place.

Please see the attached memo for greater detail and discussion on the entire issue.

COUNCIL ACTION REQUESTED

Motion to authorize the action steps set forth in the memo from the Director of Administration of 12/15/11, including restructuring the management of the Finance Department and advertising for a Finance Director.



Date: December 15, 2011

To: Mayor and Aldermen

From: Mark W. Lubberda 
Director of Administration

RE: Review of attempt to hire a Director of Finance and Treasurer and
Recommendation to authorize restructuring of the management of the Finance
Department and related action steps.

Introduction and Background: After considerable effort, the Mayor has determined that the hiring process undertaken to fill the Director of Finance and Treasurer position has not yielded a viable candidate that the Mayor can submit for confirmation. We have worked diligently to fill the position, but circumstances have only led to further delay without results. The responsibilities of this position are key to the success and sustainability of the organization. Fortunately, the City has been in a position to continue to meet the minimum obligations because Mr. Patterson has remained available to us through the approved succession plan. Admittedly, we have not gained the advantages of the succession plan itself, but I could not understate the value of having had Mr. Patterson in place part-time during these past few months. Nonetheless, it is critical that the full duties of the position be addressed in a timely manner and going forward.

The list of applicants for the position has been exhausted. Normally, in such instances the standard Human Resources reaction is to simply re-advertise to try to establish a new list of potential candidates. There is no guarantee, however, that a candidate meeting our high expectations would be found going through the process a second time, given our work requirements and compensation levels. In the middle of our process, for example, West Allis had a Finance Director vacancy as well; they had very few applicants and have temporarily stalled their process.

It should go without saying that the Director of Finance and Treasurer is a key position that simply cannot be left vacant if there is any reasonable way to avoid it. After all, this position is the watchdog, the canary, and the pit bull of our entire fiscal operation, which is at the heart of our entire range of service delivery. Given the potential risks of not finding a viable candidate on a second advertisement and the essential nature of the function, it is worth considering alternative strategies to ensure the duties are continually addressed and to reduce the risks that could put the City's financial structure in potential peril.

Lessons from the Hiring Process and Options: The process undertaken to this point has highlighted a potential problem area in successfully completing the hiring process: the department is arguably understaffed creating a result that the job may be too big for one person. This conclusion is supported by the fact that Mr. Patterson has repeatedly indicated a need for an Assistant Finance Director to meet the obligations of the department and is retiring, in part, due to the full scope of responsibilities coupled with the workload. It is further supported by the fact that the most senior, qualified applicant for the position, who held a similar job in a similar sized community, withdrew his name from consideration because he determined the department was understaffed and the workload would exceed reasonable levels. Similarly, a second candidate, who withdrew because of a competing offer from her current employer, also indicated that the added workload beyond 40 hours per week was not desirable and a deciding factor. Other candidates fell short somewhere in consideration of the breadth of skills and experience required of the position.

As Human Resources Director I'm charged with helping the City fill vacancies. As noted, the typical response to such circumstances is to simply re-advertise; however, given our first results and those of West Allis, it is reasonable to consider other alternatives. A second typical strategy is to boost the compensation to lure somebody out of the woodwork. This strategy would ignore the conclusion that the department is understaffed and assumes throwing money at an individual will enable them to ignore that fact for some period of time. Absent hiring an additional, full-time Assistant Finance Director, the City should consider the potential options of addressing the range of duties with a different structural approach.

In considering a potential different structure, I believe it is important to consider what resources may already be available. For example, although Mr. Patterson has indicated an intent to retire from the full authorities and responsibilities of the position of Director of Finance and Treasurer, he would consider a part-time position with less total responsibility while still performing a sub-set of his current higher-level duties. In that regard, I believe that Mr. Patterson's history with the City has proven that he is an invaluable resource, and if there is any reasonable way to continue to have access to his skills and abilities, it is an option that should at least be vetted.

Consider also that the applicant pool for the position did identify a number of individuals with less experience who were somewhat lacking in certain aspects of the job's expectations while being very qualified in other aspects of the job's expectations. In particular, a number of candidates exhibited acceptable experience in the accounting/CPA side, but may have been less strong in the overall direction and presentation and policy development aspects of the job and in the Treasury and investment aspects of the job. In short, altering the expectations for the position could expand the range of potentially qualified individuals.

Recommendation: Taking the above factors into consideration, the Mayor proposes and I recommend that the Council consider restructuring the position of the Director of Finance and Treasurer and certain aspects of the administrative structure of the City. The following recommendation/strategy addresses the problems that have come to light as well as the opportunities that currently exist.

1) Create a new Finance Director position and position description and don't fill the position of Director of Finance and Treasurer. The new position would not have the duties associated with Treasury, investments, and financial management of the areas discussed below and would report to the Director of Administration following completion of currently approved succession plan. The expectations of the position are discussed more thoroughly below. The position would likely be slotted at about the VIII salary grade level anticipating a starting salary of about \$80,000.

2) Create a Treasurer position and position description. This would be a part-time position enabling the City to continue to take advantage of Mr. Patterson's expertise. The duties would incorporate oversight of and responsibility for Treasury; investments; financial management of (not the accounting of) TIF Districts, Water Utility, the Sewer Fund, Self Insurance, and impact fees, and special projects supporting the Finance Department, and would begin the efforts toward consideration of and planning for implementation of a new financial system, which is a project that would clearly benefit from his broad experience. This would require development of a new, part-time contract to take effect after his current contract expires at the end of April.

3) Restructure the Finance Department, including Treasury, to be under the general oversight of the Director of Administration. The Director of Administration, under the continued oversight of the Mayor and Common Council, would provide strategic guidance to the department, prepare administrative policy, act as the primary spokesperson on department matters, and take point in development of the Mayor's recommended budget and the budget process. This incorporates the natural linkage between finance and personnel as is common in many organizations. It also utilizes my background, expertise, and experience in budgeting and in general administration as exhibited by my period as Director of Administration for Kenosha County, where I oversaw Finance, and as Town Administrator of Caledonia, where I oversaw all operating departments. In both locations, I directed their budget process.

4) Restructure Planning so that it reports to the City Attorney. A services contract should be prepared that estimates and addresses the potential for the added workload.

Discussion on the Recommended Alternative: The above alternative could be implemented in lieu of the Chief Operating Officer position, but may require use of some of the appropriations set aside for that initiative. This strategy addresses potential threats to the organization as well as a number of the problems and opportunities identified through the recent process. First and most importantly, it reduces the risk of reaching April and having nobody in a Finance Director position. Second, it addresses the total workload expected of the position which eliminates one of the primary obstacles that led to problems in filling the

position. Third, it allows the City to retain the talents of Mr. Patterson for a longer period, with him receiving a pro-rated salary for a reduced workload, while retaining his high-level skills for investments and special projects. Fourth, it alters the expectations for the new Finance Director's position and better aligns it with the talent identified as most recently available in the market place. Fifth, it builds upon the natural linkage of finance as an aspect of personnel and general administrative services (over 80% of the operating budget are the costs of personnel) and uses the Director of Administration's background in policy and budget development and general administrative oversight to eliminate this requirement as a core component of the Finance Director's job (although it would still remain a component of the job). Sixth, and very importantly, it addresses the total work effort deployed to financial services issues, increasing it by approximately .6 or .7 FTE, which is considerably cheaper than hiring a full-time assistant finance director.

Financial Summary: From a financial perspective, the strategy could fit into the current departmental appropriations but might require the use of some of the \$15,000 set aside for DOA and Human Resources costs of the COO initiative, depending upon the actual starting date and salary of the new hire and the terms of the extension of Mr. Patterson's part-time contract.

Term: This is potentially a short-term strategy. After Mr. Patterson has decided to fully retire (or the City determines a different strategy), the City can re-evaluate its options. At that time the new Finance Director may be in a position to step into the full position as currently held by Mr. Patterson, the Treasurer role could be combined with another existing position, the City might consider the need for an assistant finance director allowing the duties to be rolled back into the department, or another qualified part-time person (ie. a retired banker) might be found to take the part-time Treasurer position.

In short, there are multiple options available in the future that could be considered. The proposed strategy, however, provides the City with an immediate alternative to reduce the serious risk of a vacancy after April and takes advantage of retaining Mr. Patterson's expertise while restructuring the job to better align the position with the market place. As noted, the City should anticipate and Mr. Patterson should acknowledge that the expectation is that the part-time arrangement and organizational structure would remain in place through 2013, with further consideration during the 2014 budget process.

Impact on Succession Plan: The succession plan should remain in place as established. The newly hired Finance Director should continue to report to Mr. Patterson, as Chief Financial Officer, through April of 2012. This would allow Mr. Patterson to continue to oversee the initial education and training of the individual and coordinate the initial attack on the workload that has piled up while Mr. Patterson has been on part-time status these past few months. After the end of the succession period, April 2012, is the point that oversight of Finance would transition to the Director of Administration.

Action Steps: Much more could be written to support and discuss the concept presented here, but it will likely be more straight forward to simply answer questions that you may have at the meeting. If the Common Council is interested in moving forward with this option and reducing the risk that the City could face a complete vacancy at the chief financial position, a motion incorporating the following actions is recommended.

1. Direct staff to create a job description for Finance Director and for part-time Treasurer and prepare a revised job description for the Director of Administration, in accordance with the above outline, for consideration at the January 10th Common Council meeting, recognizing that if the Personnel Committee wanted to review such they would have to have a special meeting on January 9th.
2. Prepare a proposed contract for Mr. Patterson as part-time Treasurer to be effective in conjunction with the hiring of a new Finance Director and prepare a revised contract with the Director of Administration eliminating oversight of Planning and incorporating responsibility for Finance. (A separate action will need to address the immediate issue of what do we do until we get somebody hired for either position.)
3. Authorize the Mayor to advertise for the Finance Director position in advance of completion of the job description and/or to interview/hire from the list of applicants from the Director of Finance and Treasurer job posting.
4. Prepare a professional services contract with Wesolowski, Reidenbach, & Sajdak, S.C. to incorporate oversight of the Planning Department.

Failure to Act: Absent such authorization above from the Common Council or other such direction from the Common Council, the City will simply move forward with re-advertising for the position of Director of Finance and Treasurer and take our chances that a viable candidate willing to accept the workload can be found. This is not recommended for the reasons discussed above and due to the potential risk that the end of April could come and the City would not have an adequate successor in place.

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<p>APPROVAL</p> <p><i>SLW.</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/20/11</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Amendment to the Employment Agreement (6/27/11) with Calvin Patterson Due to the Continued Vacancy in the Position of the Director of Finance & Treasurer</p>	<p>ITEM NUMBER</p> <p><i>G.16.</i></p>

The current employment agreement with Cal primarily involved him moving to half-time effective August 1, 2011 and anticipated filling his vacancy approximately October 1. As addressed elsewhere on this agenda, circumstances have caused the vacancy to not be filled at this point, with an expectation that it will remain vacant into early next year.

As such, it has been necessary for Cal to consistently exceed the anticipated and contracted level of service (half-time) as he had to perform additional work not contemplated. (For example, it was assumed his replacement would be involved in the work load of the budget process and a veto with the additional meeting and work was not anticipated). Furthermore, the continued dedication of only his half-time service is leading to a significant back-log of work going into tax collection, year-end close out, and audit commencement. As such, it is strongly recommended that Cal's contract be amended to provide for an adjustment to three-quarter time. The effective date would be 11/1/11 based upon the amount of extra work and hours already performed in excess of the half-time status. The status will remain at three-quarter time until the vacancy is filled.

Sufficient funds are available in the 2011 budget, but the added time in 2012 could require limited use of contingency funding, which would be addressed in a future budget modification as required.

The attached amendment itemizes the changes necessary to effectuate the increase to three-quarter time and, if approved elsewhere on the agenda, to anticipate the hiring of a Finance Director instead of a Director of Finance and Treasurer. (If the other action was not approved, then Item No. 5 on the attached amendment could be eliminated.)

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor to execute the "Amendment to the Employment Agreement (6/27/11) with Calvin Patterson".

**Amendment to the Employment Agreement (6/27/11) with Calvin Patterson
December 14, 2011**

The general purpose of this Amendment is to increase his workload, expected duties, and time commitment to approximately three-quarters time due to the continued vacancy in the position of the Director Finance and Treasurer.

The Employment Agreement dated 6/27/11 shall be amended as set forth below:

1. The reference on page one to "half-time employment" shall be changed to "three-quarter-time employment until the Finance Director is hired and in place and half-time thereafter.
2. The salary reference in Section 3 shall be increased by 50% effective November 1, 2011, and continuing for the period prior during which the employment is three-quarter-time, as per #1 above.
3. Benefits: For any month where the employee is considered a three-quarter-time employee for the entire month, the benefit ratio applied per Section 5 of the Employment Agreement shall be 75%, instead of the "50%" identified.
4. The "Ordinance Establishing Benefits for Full-Time Non-Represented Management Employees of the City of Franklin" shall be replaced with "Employee Handbook" as the ordinance has been repealed and the components thereof have been incorporated into the handbook.
5. Employee acknowledges and agrees that his job description may be modified to reference the position of "Finance Director" as determined by the City. It is understood and agreed that the City will be hiring a Finance Director in lieu of a Director of Finance and Treasurer, and the Employment Agreement and referenced job descriptions shall be interpreted with that understanding.

City of Franklin

By:

Employee

Thomas M. Taylor, Mayor

Calvin A. Patterson

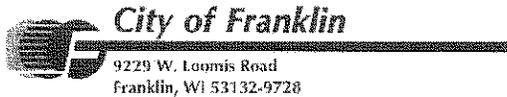
Dated: _____

Dated: _____

APPROVAL <i>SLW</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/20/2011
Licenses and Permits	Miscellaneous Permits	ITEM NUMBER <i>H. 1.</i>

See attached list from meeting of December 20, 2011

COUNCIL ACTION REQUESTED



9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

**License Committee
Agenda*
Alderman's Room
December 20, 2011 – 5:30 p.m.**

1.	Call to Order & Roll Call	Time			
2.	Applicant Interviews & Decisions				
	License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information		Approve	Hold	Deny
Operator 5:40 p.m.	Fugate, Alicia L 8934 S 26 th St Oak Creek, WI 53154 The Bowery Bar & Grill				
Operator 5:50 p.m.	Brenneman, Tawny M 6373 Riverdale Ln Greendale, WI 53129 Open Pantry				
Operator 6:00 p.m.	Najera, Ali L 8627 W Cascade Dr Franklin, WI 53132 The Landmark				
Operator 6:10 p.m.	Van Patten, Kristen L 300 W Uncas Ave Milwaukee, WI 53207 Hanley's & The Hideaway				
Operator	Brown, Donna M 8591 S 36 th St Franklin, WI 53132 St James Church				
Operator	Benning, Jon W Jr 9441 S 96 th St Franklin, WI 53132 Root River Center				
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Fleet Reserve Association Brancy 24 Fee Waivers: Labor Day Fair Permit Date of the Event(s): 9/2-9/3/2012 Location: St Martins Fair				
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Lions/Lioness Club Fee Waivers: Park Permits, Labor Day Fair Permits, Temporary Class B Beer Licenses and Temporary Operator Licenses Date of the Event(s): 4/7, 7/10, 7/24, 8/8 and 9/2-9/3/2012 Location: Lions Legend Park I and St Martins Fair				
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin City of-Civic Celebrations & Safety City Fee Waivers: Temporary Operator Licenses, Entertainment & Amusement License, Class B Beer & Wine, Soda and Park Permits Date of the Event(s): 7/1-4/2012, 6/18-29/2012 & 7/9-7/20/2012 Location: Lions Legend Park I and Ken Windl Park				
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Park Concerts, Inc Fee Waivers: Park Permits, Band Shell Fees and Temporary Entertainment & Amusement Licenses Date of the Event(s): 6/24, 7/8, 7/22, 8/5 and 8/19/2012 Location: Lions Legend Park I				

People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Knights of Columbus Fee Waivers: Extraordinary Event and Temporary Class B Beer License Date of the Event(s): 9/4/2012 Location: Sacred Hearts Monastery – 9335 S Lovers Lane Rd			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Military Order of Cootie Fee Waivers: Temporary Food Date of the Event(s): 5/26, 6/9, 6/30, 8/11 and 9/1/2012 Location: Sam's Club			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	RAMS Club –Rainbow Aero Modelers Society Fee Waivers: Temporary Food License & Temporary Entertainment & Amusement License Date of the Event(s): 7/9/2012 Location: 7000 W Oakwood Rd			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	St Martin of Tours Fee Waivers: Labor Day Fair Permit, Temporary Class B Beer & Wine Licenses and Temporary Entertainment & Amusement Licenses Date of the Event(s): 2/18, 3/24, 5/5 9/2-9/3 and 11/13/2012 Location: 7963 S 116 th St			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	VFW Post 10394 Franklin-Hales Corners Fee Waivers: Labor Day Fair Permit, Class B Beer License and Temporary Operator License Date of the Event(s): 9/2-3/2012 Location: St Martins Fair			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Victory of the Lamb Church Fee Waivers: Park Permit & Temporary Food and Entertainment & Amusement Licenses Date of the Event(s): 7/21/2012 Location: Lions Legend Park I			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Xaverian Missionaries – Annual Festival Fee Waivers: Extraordinary Event License, Temporary Class B Beer and Wine License, Temporary Operator License, Temporary Food License, and Sign Permits Date of the Event(s): 6/23-24/2012 Location: 4500 Xavier Dr			
Wisconsin Act 97 Regarding Closing Hours for Class "A" Establishments	Wisconsin Act 97 Regarding Closing Hours for Class "A" Establishments Consideration of amending Franklin Municipal Code to prohibit Class "A" fermented malt beverages sales from 12 midnight to 6:00 a.m. (sales currently prohibited from 9:00 p.m. to 8:00 a.m.)			
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 <i>SKW [Signature]</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/20/2011
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I.1.</i>

Provided separately for Council approval is a list of vouchers Nos. 140970 through 141136 in the amount of \$ 1,151,287.71. Included in this listing is \$ 318.46 in Library vouchers and \$ 1,930.50 in fund 45 vouchers. The net City vouchers are \$1,149,038.75.

Approval is requested for the net payroll of December 16, 2011 in the amount of \$ 352,021.61.

COUNCIL ACTION REQUESTED

Motion approving net City vouchers in the range of Nos.140970 through 141136 in the amount of \$ 1,149,038.75.

Approval is requested for the net payroll of December 16, 2011 in the amount of \$ 352,021.61