

CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL COUNCIL CHAMBERS
2929 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, DECEMBER 4, 2012, 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. Letter from Southeastern Wisconsin Regional Planning Commission regarding *2011 Annual Report*.
 - b. Letter from Scott Royer, President and General Manager of Veolia Water Milwaukee, LLC regarding professional services capabilities of Veolia Water.
- C. Approval of Minutes
 - 1. Approval of regular meeting of November 13, 2012.
- D. Hearings
- E. Organizational Business
 - 1. Boards and Commissions Appointments
 - a. Mike Soto, Forward Franklin Economic Development Commission-Ald. Dist. #5.
 - b. Ralph Rogowski, Board of Public Works-Ald. Dist. #1.
 - c. Marvin Wolff, Board of Public Works-Ald. Dist. #6.
- F. Letters and Petition
- G. Reports and Recommendations
 - 1. Consent Agenda
 - a. Reschedule Committee of the Whole/Common Council meetings for January, 2013.
 - b. Donation from Brenwood Park Seniors in the amount of \$400 to the Fire Department.
 - 2. Resolution honoring the lifetime of public service performed by City of Franklin Fire Department Chief James Martins upon his retirement as a Firefighter.
 - 3. Approval to re-allocate remaining capital budget funding in the amount of \$5,200 to pay for Federal Communication Commissions (FCC) compliant VHF radio base station.
 - 4. Selection of the Stop Loss, Life and Accidental Death and Dismemberment, and Long Term Disability Insurance Carriers and Retention of the Administrative Services Providers as Third Party Administrator, Insurance Consultant, and Pharmacy Benefit Manager, following a presentation on rates.
 - 5. City of Franklin Audit Agreement between Clifton Gunderson LLP and the City of Franklin for audit of the 2012 year.
 - 6. Request for Common Council approval of the Administrative Rules and Procedures for the Quarry Monitoring Committee of the City of Franklin, Wisconsin.
 - 7. Resolution Amending Code Enforcement Policies and Procedures.

Franklin Common Council

12/04/12

Page Two

8. Resolution for acceptance of a water main easement for Wheaton Franciscan Healthcare Center, located at 9969 S. 27th Street.
9. Authorization for certain officials to authorize agreement extension for street and utility construction inspection services for the years 2013 and 2014.
10. Resolution authorizing officials to execute an engineering services agreement with Graef, Inc. for the extension of sanitary sewer and/or water main on the west side of S. 76th Street between W. Faith Drive and W. Puetz Road.
11. Authorization for the Department of Public Works to sell surplus vehicles and equipment.
12. Committee of the Whole Recommendations
 - A. Recap from Civic Celebrations Commission of 2012 activities, and request for funding and authorization to sign contracts for 2013 in an amount not to exceed \$64,050.
 - B. Memo from Craig Kammholz, Milwaukee County Fiscal and Budget Administrator, to Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors, regarding a Memorandum of Understanding with the City of Milwaukee Police Department to Provide Park Patrol and Cellular 9-1-1 Response Services (from 10/16/12 Common Council meeting).
 - C. Milwaukee County change of administrative authority for the Milwaukee County Correctional Facility-South (from 11/13/12 Common Council meeting).

H. Licenses and Permits

1. Miscellaneous Licenses.

I. Bills

1. Vouchers and Payroll approval.

J. Adjournment

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

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

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

REMINDERS:

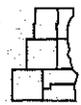
December 18	Common Council	6:30 p.m.
December 24 & 25	Holiday-City Hall Closed	
December 31 & January 1	Holiday-City Hall Closed	

B.2.a.

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

W239 N1812 ROCKWOOD DRIVE • PO BOX 1607 • WAUKESHA, WI 53187-1607 • TELEPHONE (262) 547-6721
FAX (262) 547-1103

Serving the Counties of: KENOSHA
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RACINE
WALWORTH
WASHINGTON
WAUKESHA



November 27, 2012

Mayor and Members of the Common Council
of the City of Franklin
c/o, Ms. Sandra L. Wesolowski, City Clerk
9229 W. Loomis Road
Franklin, WI 53132

Dear Mayor and Members of the Common Council:

Pursuant to Section 66.945(8)(b) of the *Wisconsin Statutes*, we are providing to you herewith a copy of the Commission's *2011 Annual Report*. This report describes the organization, objectives, and functions of the Commission; describes the Commission work programs in calendar year 2011; and presents in summary form the major findings and recommendations of that program.

Review of the report should provide interested public officials with a better understanding of the regional planning program and of development trends in the Region. If additional copies are needed for City officials, please notify the Commission offices.

Should your governing body or individual members of that body have any questions concerning the report, or should you desire a briefing on the work of the Commission or any particular aspect thereof, please do not hesitate to contact the Commission offices.

Sincerely,

Kenneth R. Yunker, P.E.
Executive Director

KRY/dad
AR04-00200608.doc

Enclosure

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B.2.6.

November 7, 2012

Mayor Thomas M. Taylor
Franklin City Hall
9229 W. Loomis Road
Franklin, WI 53132

Dear Mayor Taylor,

Re: Professional Services Capabilities of Veolia Water

As the operations and maintenance (O&M) service provider to the Milwaukee Metropolitan Sewerage District (MMSD) for the past 5 years Veolia Water has had the opportunity to serve Franklin (indirectly) as one of the 28 municipalities served by MMSD. As the O&M service provider, Veolia Water is responsible for the majority of service related to wastewater conveyance and treatment in the MMSD service area. In addition, Veolia Water is also responsible for Milorganite production and works hand-in-glove with MMSD to innovate energy efficiencies that help MMSD achieve its sustainability goals.

Veolia Water is a global water company now in its second century of operation serving the public from inception in France as "*Companie Generale des Eaux*", literally "General Water Company". Veolia Water is the leading provider of comprehensive water and wastewater services to municipal and industrial customers providing custom tailored solutions to more than 400 facilities serving 650 communities in North America. The combined total of water and wastewater pipes managed in the United States is equivalent to the distance from the east to west coast.

With more than 93,000 employees, Veolia Water is the world leader in water and wastewater and manages 372,000 miles of pipes globally - equivalent to the distance from Earth to the moon with a value of \$155 to \$185 Billion. Veolia Water is a division of Veolia Environnement (NYSE: VE and Paris Euronext: VIE).

Veolia Environnement has also expanded and contracted into other business areas over the years such as transportation, solid waste, and energy. Most recently, we have consolidated back to our core business areas and are divesting our North American solid waste division. Our North American operations are headquartered in Chicago, IL and our largest project is in fact the O&M contract with MMSD. Veolia

Mayor Thomas M. Taylor
City of Franklin, Wisconsin
November 7, 2012

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Water recognizes the significance of water technology to this region and is collaborating with the Milwaukee Water Council to help establish this area as the global leader in water technology.

Mayor Taylor, Veolia Water respectfully requests the opportunity to present our credentials to the City of Franklin Common Council. We believe that you will find our service offering, our depth and our presence here in Southeast Wisconsin to be innovative, progressive and economically beneficial to the residents of Franklin.

We enclose herewith some additional information on the company for your perusal prior to making a presentation.

Please let us know how we can be of service.

My contact information is as follows:

Mr. Scott Royer
President and General Manager
Veolia Water Milwaukee, LLC
700 E. Jones Street
Milwaukee, Wisconsin 53207
Telephone: 414-747-3851
E-mail: scott.royer@veoliawaterna.com

Sincerely yours,



Scott Royer
President and General Manager
Veolia Water Milwaukee, LLC

Enclosure



C. 1.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
NOVEMBER 13, 2012
MINUTES

- ROLL CALL A. The regular meeting of the Common Council was held on November 13, 2012, and called to order at 6:30 p.m. by Mayor Tom Taylor in the Franklin City Hall Common Council Chambers, 9229 West Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Aldermen Steve Olson, Tim Solomon, Kristen Wilhelm, Steve Taylor, Doug Schmidt, and Ken Skowronski. Also present were City Engineer John M. Bennett, Director of Administration Mark Luberda, City Attorney Jesse Wesolowski, and Director of Clerk Services Sandi Wesolowski.
- CITIZEN COMMENT B.1. Citizen comment period was opened at 6:32 p.m. and closed at 6:37 p.m.
- APPROVAL OF MINUTES-
10/16/2012 C.1. Alderman Wilhelm moved to approve the minutes of the regular meeting of October 16, 2012 as corrected. Seconded by Alderman Solomon. All voted Aye; motion carried.
- APPROVAL OF MINUTES-
11/01/2012 C.2. Alderman Schmidt moved to approve the minutes of the special meeting of November 1, 2012. Seconded by Alderman Skowronski. All voted Aye; motion carried.
- APPROVAL OF MINUTES-
11/05/2012 C.3. Alderman Wilhelm moved to approve the minutes of the Committee of the Whole meeting of November 5, 2012 as amended. Seconded by Alderman Olson. All voted Aye; motion carried.
- LETTERS FROM COUNTY EXECUTIVE AND COUNTY CHAIRWOMAN F.1. Mayor Taylor noted the memo from Chris Abele, Milwaukee County Executive, regarding County Board votes against taxpayers and for the status quo and a letter from County Board Chairwoman Marina Dimitrijevic were for information only.
Alderman Olson moved to refer Milwaukee County change of administrative authority for the Milwaukee County Correctional Facility-South to the Committee of the Whole meeting of 12/03/12. Seconded by Alderman Solomon. All voted Aye; motion carried.
- DONATIONS G.1. Alderman Solomon moved to accept the donation to the Fair Commission from the Landmark in the amount of \$140; and to the Health Department from Sam's Club in the amount of \$1,000 and Wal-Mart in the amount of \$1,000 and the American Lung Association in the amount of \$25. Seconded by Alderman Wilhelm. All voted Aye; motion carried.
- UPDATE FROM AEROTROPOLIS G.2. Tom Rave, Executive Director of The Gateway to Milwaukee, presented an update of the Aerotropolis Milwaukee Regional Economic Development effort.

ORD. NO. 2012-2096
2013 ANNUAL
BUDGETS AND
PROPERTY TAX LEVY

G.3. Alderman Wilhelm moved to adopt Ordinance No. 2012-2096, AN ORDINANCE ESTABLISHING THE 2013 ANNUAL BUDGET FOR THE GENERAL FUND, LIBRARY FUND, SOLID WASTE COLLECTION FUND, SEWER SERVICE FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, STREET IMPROVEMENT FUND, CAPITAL IMPROVEMENT FUND, DEBT SERVICE FUND, DEVELOPMENT FUND, AND TIF DISTRICT FUNDS AND ESTABLISHING THE PROPERTY TAX LEVY AND OTHER REVENUES TO SUPPORT THE 2013 ANNUAL BUDGET FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2013 including amending the plan within the Capital Improvement Fund of the 2013 Budget reducing the "Estimate 2012" column "Other" by \$50,000, reducing the "Recommended Budget 2013" column "Other" in by \$30,000, and adding to the "Recommended Budget 2013" column an Approved Projects line item of \$80,000 for "Extension of W. Marquette-PVS to 49th Street." Seconded by Alderman Solomon.

Alderman Solomon moved to amend Ordinance No. 2012-2096 to amend the plan within the Capital Improvement Fund of the 2013 Budget increasing the "Recommended Budget 2013" column "Transfer from Impact Fees" by \$225,000, and adding to the "Recommended Budget 2013" column a Projects Pending Approval line item of \$225,000 for land necessary for the Pleasant View Park Access and amend the plan within the Development-Impact Fee Fund of the 2013 Budget increasing the Transfer to Capital Improvement Fund line of the "Proposed Budget 2013" column by \$225,000. Seconded by Alderman Taylor. All voted Aye; motion carried.

Alderman Taylor moved to amend Ordinance No. 2012-2096 to increase the General Fund Contingency line item by \$950,000. Seconded by Alderman Schmidt. All voted Aye; motion carried.

On the main motion to adopt Ordinance No. 2012-2096 as amended, all voted Aye; motion carried.

ESTABLISH FUND
FOR OPEB

G.4. Alderman Solomon moved to authorize the Trust Employer representative and the Trustee to establish the Convergence Core Plus Fund as an additional investment option for the City of Franklin Post Employment Benefits Trust (OPEB). Seconded by Alderman Taylor. Motion carried on a voice vote; Alderman Olson voted No.

FFEDC BROCHURE
AND WEBSITE

G.5. Craig Haskins, Chair of the Forward Franklin Economic Development Committee, and Tim Tatlock, Member of the Committee, reported on the marketing brochure and website for the Forward Franklin Economic Development Committee. Alderman Solomon moved to authorize the Forward Franklin Economic Development Commission to proceed with brochure and website as presented. Seconded by Alderman Taylor. All voted Aye; motion carried.

COMPLAINT
HANDLING POLICY
AND
ORD. NO. 2012-2097

- G.6. Alderman Wilhelm moved to change the date for consideration of revisions to the City's complaint handling policy from November 20, 2012, to the Council meeting on December 4, 2012. Seconded by Alderman Taylor. All voted Aye; motion carried.

It was then moved by Alderman Wilhelm to adopt Ordinance No. 2012-2097, AN ORDINANCE TO AMEND CHAPTER 178 OF THE MUNICIPAL CODE TO PROVIDE FOR COST RECOVERY FOR CITY SERVICES PROVIDED TO CERTAIN NUISANCE PROPERTIES. Seconded by Alderman Taylor.

It was then moved by Alderman Olson to amend Ordinance No. 2012-2097 to include designee wording and date amendments. Seconded by Alderman Taylor.

On the main motion as amended, all voted Aye; motion carried.

ORD. NO. 2012-2098
AMEND UDO
(FORESTHILL
HIGHLANDS)
(UNITED FINANCIAL
GROUP)

- G.7. Alderman Olson moved to adopt Ordinance No. 2012-2098, AN ORDINANCE TO AMEND 15-3.0436 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 31 (FORESTHILL HIGHLANDS/UNITED FINANCIAL GROUP, INC.) TO ALLOW FOR A MARKET RATE AND SENIOR HOUSING APARTMENT DEVELOPMENT (UNITED FINANCIAL GROUP, INC., APPLICANT) (PUETZ ROAD AND HIGHLAND PARK AVENUE)(SOUTHWEST 22.65 ACRES OF THE FORESTHILL HIGHLANDS SENIOR COMMUNITY). Seconded by Alderman Solomon. All voted Aye; motion carried.

UNITED FINANCIAL
GROUP SPECIAL
EXCEPTION
NATURAL
RESOURCES

- G.8. Alderman Olson moved to adopt the Standards, Findings and Decision of the City of Franklin Common Council upon the application of United Financial Group, Inc. for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderman Solomon. All voted Aye; motion carried.

ORD. NO. 2012-2099
AMEND UDO (SOUTH
SHORE LODGE #3
FREE AND ACCEPTED
MASONS OF WIS.)

- G.9. Alderman Taylor moved to adopt Ordinance No. 2012-2099, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 STANDARD INDUSTRIAL CLASSIFICATION TITLE NO. 8641 "CIVIC, SOCIAL, AND FRATERNAL ASSOCIATIONS" TO ALLOW FOR SUCH USE AS A PERMITTED USE IN THE B-4 SOUTH 27TH STREET MIXED-USE COMMERCIAL DISTRICT (LAWRENCE D. NELDNER, TRUSTEE, SOUTH SHORE LODGE #3 FREE AND ACCEPTED MASONS OF WISCONSIN, APPLICANT). Seconded by Alderman Solomon. All voted Aye; motion carried.

PRIVATE PROPERTY
INFLOW AND
INFILTRATION
PROGRAM

- G.10. Alderman Wilhelm moved to proceed with the work program for both South 37th Place between West Madison Boulevard and West Rawson Avenue, and South 36th Street between West Madison Boulevard and West Missouri Avenue, as follows:
- a) Approve the work plan for Phase 2 of South 37th Place subject to MMSD approval to relay or reline 31 of the 33 laterals and to eliminate the foundation drain tiles on 12 homes from the connection to the sanitary sewer including the installation of sump pumps;
 - b) Authorize staff to go out for bids for the relay or relining of 31 laterals and the elimination of foundation drains on South 37th place on 12 homes;
 - c) Approve the work plan for Phase 1 at South 36th Street subject to the MMSD approval which includes dye testing and home inspections;
 - d) Authorize staff to go out for bids to install a liner in the sanitary sewer on South 36th Street from West Madison Boulevard to West Missouri Avenue and authorize a letter agreement with Ruekert-Mielke to propose the specifications for said liner.

Seconded by Alderman Taylor. All voted Aye; motion carried.

DITCH ENCLOSURE
AT 9032 AND 9048 S.
84TH ST.

- G.11. Alderman Olson moved to accept the Petition and Waiver of Hearing forms for the roadside ditch enclosure at 9032 and 9048 South 84th Street. Seconded by Alderman Taylor. All voted Aye; motion carried.

BALL FIELD
MEMORANDUM
OF UNDERSTANDING

- G.12. Alderman Skowronski moved to approve the Memorandum of Understanding with Franklin Force for the 2013 use of the ball fields located south of the City of Franklin Department of Public Works Facility at 7979 West Ryan Road. Seconded by Alderman Solomon. All voted Aye; motion carried.

AGREEMENT-
FRANKLIN
PROFESSIONAL
FIREFIGHTERS

- G.13. Alderman Taylor moved to approve the Tentative Agreement for 2013-2015 with the Franklin Professional Firefighters, Local 2760 of the International Association of Firefighters, AFL-CIO, and to authorize the Mayor, Director of Clerk Services, and Director of Administration to execute a labor agreement incorporating the provisions of the Tentative Agreement included in the Council meeting packet for November 13, 2012. Seconded by Alderman Wilhelm. All voted Aye; motion carried.

NOVEMBER COUNCIL
MEETING

- G.14. Alderman Taylor moved to cancel the regular Common Council meeting of November 20, 2012. Seconded by Alderman Wilhelm. All voted Aye; motion carried.

CLAIM

- G.15. Alderman Solomon moved to deny the claim of Liberty Mutual Insurance for their insured's Michael Morphis/Oakbrook Corporation for injuries sustained by their insured, Michael Morphis, employee of Oakbrook Corporation, while driving his motorcycle on CTH U/S. 76th Street on August 8, 2012 based upon and in concurrence with the insurance adjuster that the City of Franklin is not responsible for the repairs to CTH U/S. 76th Street, rather Milwaukee County is. Seconded by Alderman Taylor. All voted Aye; motion carried.

LICENSES AND PERMITS

- H.1. Upon recommendation of the License Committee, Alderman Solomon moved to grant the following licenses:

Operator License to Kriztian M. Beasley, 3209 W. Manitoba St., Milwaukee; David A. Brunette, 4236 S. 61st St. #3, Greenfield; Jennifer L. Conrad, 3107 W. Mangold Ave. #12, Greenfield; Margaret L. Goelzer, 4969 S. 27th St., Greenfield; Allison L. Kitzerow, 1633 N. Prospect #9F, Milwaukee; Robin S. Palmer, 1830 Milwaukee Ave., South Milwaukee; Terese M. Reed, 8252 S. 8th St.; Dale E. Steingold, 1832 108th St., Franksville and Nicholas Stricharchuk, 2429A S. Austin St., Milwaukee;

Further moved to hold Operator License for Faye M. Young, 6156 S. 42nd St., Greenfield and Kristin J. Kowalski, 11210 W. Six Mile Rd., Franksville subject to appearing before the License Committee. Seconded by Alderman Taylor. All voted Aye; motion carried.

VOUCHERS AND PAYROLL

- I.1. Alderman Skowronski moved to approve net City vouchers in the range of Nos. 144730 through 14535 dated November 13, 2012. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

Alderman Schmidt moved to approve net payroll dated October 19, 2012 in the amount of \$353,231.40. Seconded by Alderman Solomon. On roll call, all voted Aye. Motion carried.

Alderman Solomon moved to approve net payroll dated November 2, 2012 in the amount of \$345,153.28. Seconded by Alderman Olson. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

Alderman Taylor moved to adjourn the meeting at 8:00 p.m. Seconded by Alderman Schmidt. All voted Aye; motion carried.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/04/12
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ORGANIZATIONAL BUSINESS	Boards and Commissions Appointments	ITEM NUMBER <i>E.1.</i>
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Several terms of offices on various Boards and Commissions have or will be expiring. The Mayor may have appointments for Council confirmation:

Forward Franklin Economic Development Commission
Mike Soto, 1 yr. term expiring 7/1/13

Board of Public Works
Randolph Rogowski, 3 yr. term expiring 4/30/15
Marvin Wolff, 3 yr. term expiring 4/30/15

Jodi Vandenoomb

From: volunteerfactsheet@franklinwi.gov
Sent: Tuesday, October 23, 2012 1:20 PM
To: Lisa Huening; Jodi Vandenoomb
Subject: Volunteer Fact Sheet

Name: Michael A. Soto
PhoneNumber: 414-975-6218
EmailAddress: mike.soto@continuumarchitects.com
YearsasResident: 13 years
Alderman: Doug Schmidt
ArchitecturalBoard: 0
CivicCelebrations: 0
CommunityDevelopmentAuthority: 0
FinanceCommittee: 0
EnvironmentalCommission: 0
ForwardFranklinEconomicDevelopComm: 1
FairCommission: 0
BoardofHealth: 0
FirePoliceCommission: 0
ParksCommission: 0
LibraryBoard: 0
PlanCommission: 0
PersonnelCommittee: 0
BoardofReview: 0
BoardofPublicWorks: 0
BoardofWaterCommissioners: 0
TechnologyCommission: 0
WasteFacilitySitingCommittee: 0
BoardofZoning: 0
WasteFacilitiesMonitoringCommittee: 0
CompanyNameJob1: Continuum Architects & Planners S.C.
TelephoneJob1: 414-220-9640
StartDateandPositionJob1: 2002- present / Architect
EndDateandPositionJob1:
CompanyNameJob2: HGA
TelephoneJob2: 414.278.8200
StartDateandPositionJob2: 1998 / Architect
EndDateandPositionJob2: 2002 / Architect
CompanyNameJob3: Kahler Slater
TelephoneJob3: (414) 272-2000

StartDateandPositionJob3: 1992 / Architect
EndDateandPositionJob3: 1998 / Architect
Signature: Michael A. Soto
Date: 10-23-12
Signature2: Michael A. Soto
Date2: 10-23-12
Address: 6749 Harvard Dr. Franklin WI 53132
PriorityListing:

WhyInterested:

I am a registered Architect in the State of Wisconsin since 1990. I am a Principal at the Architectural Design & Planning firm of Continuum Architects & Planners SC. My experience & passion for managing various projects from small publicly funded interior renovations (MATC), to large privately funded projects (St. Johns on the Lake 22 story tower), should serve the Forward Franklin economic development committee well. I am also a board member for Citizens for Community development.

CompanyAddressJob1:

220 S 1st Street Milwaukee WI

DescriptionofDutiesJob1:

Principal / Project manager managing projects from conceptual design through construction.

AddressJob2:

333 East Erie Street Milwaukee, Wisconsin, 53202

DescriptionofDutiesJob2:

Project manager / Project Architect managing projects from conceptual design through construction.

AddressJob3:

648 North Plankinton Avenue Milwaukee, WI 53203

DescriptionofDutiesJob3:

Project Architect managing projects from conceptual design through construction.

AdditionalExperience:

Martial Arts, 2nd degree Black belt, Bike riding, running, snow skiing. My wife Lisa owns the Snap Fitness Center, Franklin WI & the Snap Fitness Center, Mukwonago WI. We built our current home in Franklin in 1999. 2 children Aaron (15), Noah (12) both attending Franklin public school system.

ClientIP:

69.129.179.98

SessionID:

pkty2w5535d4wvqygz222liu

[See Current Results](#)

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/4/12
REPORTS & RECOMMENDATIONS	Reschedule Committee of the Whole/Common Council meetings for January, 2013	ITEM NUMBER <i>G.I.a.</i>

Due to City offices closed on December 31, 2012, and January 1, 2013 the Committee of the Whole and Common Council meetings will need to be rescheduled. As there are five Tuesdays in the month of January, it is recommended that the Committee of the Whole be scheduled for Monday, January 7, 2013, and the Common Council meetings be held on Tuesday, January 8 and Tuesday, January 22, 2013.

Note: Currently the City 2013 calendar contains a Board of Public Works meeting on January 8 at 7:00 p.m. and a Finance Committee meeting on January 22 at 6:00 p.m. If the Common Council takes action to reschedule the Council meetings as recommended, there is sufficient time for the Board of Public Works and Finance Committee to reschedule their meetings if they so desire.

--January 2013--						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	CITY HALL CLOSED	1 CITY HALL CLOSED	2	3	4	5
6	7 6:30 pm COMMITTEE OF THE WHOLE	8 6:30 pm COMMON COUNCIL	9	10	11	12
13	14	15	16	17	18	19
20	21	22 6:30 pm COMMON COUNCIL	23	24	25	26
27	28	29	30	31		

COUNCIL ACTION REQUESTED

Motion to schedule the Committee of the Whole on January 7, 2013, and the Common Council meetings on January 8 and 22, 2013, with all meetings beginning at 6:30 p.m.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/10/12
Reports and Recommendations	Donation from Brenwood Park Seniors in the amount of \$400 to the Fire Department	ITEM NUMBER <i>G.I.B.</i>

The City of Franklin Fire Department has received a donation from Brenwood Park Seniors in the amount of \$400.

COUNCIL ACTION REQUESTED

Motion to accept the donation of \$400 from Brenwood Park Seniors to the Fire Department.

Brenwood Park Senior Apartments
9501 W. Loomis Rd., Franklin, WI 53132
Office 414-427-8499
Fax 414-525-7349
www.brenwood-park.com

November 7, 2012

Attention Ron Mayer
Franklin Fire Chief
8901 W. Drexel Ave.
Franklin, WI 53132

Dear Ron,

We've been holding an Arts & Crafts Fair each year in which our residents and their friends/relatives sell their arts & crafts to the public. In addition, the crafters would donate one of their items to a raffle in order to raise money for the Franklin Fire Department/Paramedics. This year they collected \$400.00 and enclosed is the check.

Our residents here are very grateful for the wonderful help they've received from the Franklin Fire Dept./Paramedics and this is just a small token of their appreciation.

Please extend a huge thanks to the whole team.

Happy Holidays!



Becky Bohne
Admin.Asst.

Enclosed check

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/04/12
Reports and Recommendations	Resolution honoring the lifetime of public service performed by City of Franklin Fire Department Chief James Martins upon his retirement as a Firefighter	ITEM NUMBER <i>G.2.</i>

Attached is a Resolution honoring the lifetime of public service performed by City of Franklin Fire Department Chief James Martins upon his retirement as a Firefighter.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2012-_____ honoring the lifetime of public service performed by City of Franklin Fire Department Chief James Martins upon his retirement as a Firefighter.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2012-_____

A RESOLUTION HONORING THE LIFETIME OF PUBLIC SERVICE
PERFORMED BY CITY OF FRANKLIN FIRE DEPARTMENT
CHIEF JAMES MARTINS
UPON HIS RETIREMENT
AS A FIREFIGHTER

WHEREAS, Franklin Fire Chief James "Jim" Martins has been a firefighter for four decades, back to the days when he was a "fireman", and it was "24-on, 24-off", with those occasional "72's"; and

WHEREAS, Chief Martins has essentially been on call his entire adult life, with his purpose of existence being the care for, protection of and the saving of others in times of calamity and misfortune, and his work towards the prevention of such circumstances from which those devastations might arise; and

WHEREAS, the Chief worked his way up the ladder, from the Purple and White of Boys' Tech Football, to the Fire Science Services Bachelor of Science Degree in Saluki Maroon and White, to Fireman's Red; and

WHEREAS, Jim Martins climbed the ladder to the position of Chief in two of the top twenty of Wisconsin's largest cities, Milwaukee and Franklin, due not only to his primary purpose of the care for and the protection of others, but also due to his intelligence, civility and class, demonstrating his leadership and knowledge of the facts of life with regard to the administration of and the costs of service, not the least of which was having been the "Chief of the Chiefs" on behalf of the 19 Milwaukee County municipalities as the leader in working with Milwaukee County to maintain the emergency medical services program with the municipalities in the County over time; and

WHEREAS, the Common Council recognizes The Firefighter's Prayer:

*When I'm called to duty God,
wherever flames may rage,
give me strength to save a life,
whatever be its age.*

*Help me to embrace a little child
before it is too late,
or save an older person from
the horror of that fate.*

*Enable me to be alert,
to hear the weakest shout
and quickly and efficiently,
to put the fire out.*

*I want to fill my calling and
to give the best in me
to guard my neighbor and
protect his property.*

*And if according to your will
I have to lose my life,
bless with your protecting hand
my children and my wife.*

WHEREAS, Chief Martins has decided that it is time to retire, and he has earned it.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the City hereby respectfully honors Fire Chief James Martins upon his retirement, for his life-long service to the public and his commitment to duty; and

BE IT FURTHER RESOLVED, that upon the date of Chief Martins' last day of service as Chief, December 12, 2012, service calls and duty permitting, the City of Franklin Fire Department is hereby requested to ring the Fire Bell 12 times and 12 times and 12 times, in the Chief's honor.

Introduced at a regular meeting of the Common Council of the City of Franklin this 4th day of December, 2012.

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

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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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;">12/4/2012</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request approval to re-allocate remaining capital budget funding in the amount of \$5200 to pay for FCC compliant VHF radio base station.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.3</i></p>

Background:

The FCC is requiring narrow-banding of all radio equipment by January 1, 2013. Most of this can be done through a simple reprogramming process by hooking the radio to a laptop computer, which was done to our portable (hand-held) and mobile (vehicle mounted) units. However, the technician determined that our current VHF base station was too old to be reprogrammed, and would need to be replaced. The estimate to replace it with a FCC compliant unit is approximately \$5,200.

Originally, we considered NOT replacing the VHF frequency equipment, since most of our communications take place on the 800 MHz band. However, all of the departments in the southern half of the county are in the process of implementing an early-alert system that notifies surrounding departments of a working fire at the same time (this will improve response times and reduce the burden on the dispatchers, who previously had to call each department individually). This system requires us to have VHF broadcast capability in order to set off the alert tones. The VHF base station can also be used as a back-up to the primary 800 MHz system in the event of a large scale incident or disaster.

The Department would like to use the remaining \$3200 in the department's capital Building Improvements line (441.221.0000.5822), with the remaining \$2000 coming from the Furniture/Fixture line (41.221.0000.5821) to cover the cost of this unit.

We do need to make some facility repairs and replace some broken furniture, but those items can be put off until after the 2013 FCC deadline.

COUNCIL ACTION REQUESTED

Request approval for re-allocation in the amount of \$5200 from remaining funds in Building Improvement and Furniture and Fixtures capital budget lines to cover purchase of VHF base station.

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APPROVAL <i>Slew</i> <i>MW</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/04/2012
REPORTS & RECOMMENDATIONS	Selection of the Stop Loss, Life and Accidental Death and Dismemberment, and Long Term Disability Insurance Carriers and Retention of the Administrative Services Providers as Third Party Administrator, Insurance Consultant, and Pharmacy Benefit Manager, Following a Presentation on Rates	ITEM NUMBER <i>G.4.</i>

The City of Franklin has a self-insured medical, prescription, and dental insurance plan. Claims are processed by our Third Party Administrator, Auxiant. Serve-You is our current pharmacy benefit management coordinator. Diversified serves as our consultant/broker for negotiating these agreements as part of the stop-loss renewal process. The administrators receive administrative and service fees through the policies, which fees represent part of the total cost of claims, except for Diversified which serves under a standard service contract that is no longer based on claims volume.

Although generally self-insured, the City purchases stop-loss insurance to protect against excessive claims. Each year the City pays a per-employee insurance premium to buy stop-loss insurance. The policy provides us a refund whenever an individual's medical costs exceed \$55,000 in a calendar year (unless the individual had a higher individual limit or "laser" pre-established) after an additional \$75,000 (Aggregating Specific Deductible) of such claims have been paid by the City. This specific structure can change annually. Last year, the City increased its self-insured deductible from \$50,000 to \$55,000 based upon a risk/benefit analysis. For 2013, the Personnel Committee, consultant, and staff recommend switching carriers to Gerber Life (Eastern) and increasing the self-insured deductible to \$60,000. Gerber Life's premium cost is over \$12,000 less than the current carrier at the current deductible level. Additionally, increasing the deductible would result in a reduction in Stop Loss premiums to approximately \$551,272 (-6.68%) versus \$596,742 (+1.02%) for remaining at the current deductible. This amounts to a breakeven position of about 7 claims, which is right at our average over the last 5 years. Last year and this year were the first years in recent history we were able to slightly increase our self-insured base while staying at a breakeven position of the historical average. Moving to the higher deductible does make the current carrier more competitive in base premium but they are still higher than Gerber Life and, importantly, the current carrier would require three higher individual specific deductibles as compared to two lower ones. This amounts to an added potential cost risk of \$475,000 staying with Companion Life versus \$250,000 moving to Gerber Life.

Retaining Auxiant as the Third Party Administrator (TPA or claims administrator) with only a 1.65% medical claims administration fee increase (approximately \$1,621) is recommended, particularly this year given the continued development of health plan language and impacts of federal PPACA requirements. Similarly, the budget anticipated adopting certain pharmacy plan changes based upon programs offered by our current pharmacy plan administrator, Serve-You. As those programs are being put in place and given their past performance, we recommend retaining Serve-You for 2013. Both of these providers have base contracts that can carry forward from year to year without further action, except rate amendments when required.

Although the long term disability insurance program is a voluntary program that is entirely employee funded for those electing to participate, the City (through Diversified) still solicits the rates and contracts for and manages the program. As our three-year price guarantee with The Hartford expires, it appears that moving to Assurant Employee Benefits provides over a 20% savings from renewing with The Hartford at their newly proposed rates. This will extend approximately \$9,000 in savings to participating employees as compared to 2012.

The Life and AD&D (Accidental Death and Dismemberment) carrier, The Hartford, proposed increasing their premiums over 24% (\$8,539) while the best proposal received, Met Life Insurance Company, proposed a premium increase of only approximately 10%, for a total premium of approximately \$38,854.

Additionally, I recommend that Diversified remain our consultant, and they have proposed retaining their current rates which have already been stable for 2011 and 2012. They have been very knowledgeable and helpful throughout the process of rewriting our health plan and addressing new federal requirements. Note that the Personnel Committee did discuss potentially re-evaluating the relationship and bidding out consulting services for 2014 during 2013. Importantly, the discussion was based solely on ensuring maintenance of a competitive program and not in any way as a reflection of their service.

As recommendations to the Common Council, the Personnel Committee made the following motions relative to these items:

1. Motion by Alderman Solomon and seconded by Alderman Olson to keep Auxiant as our third party administrator, move to Gerber Life with a change in the individual deductible from \$55,000 to \$60,000, provided the two lasers do not exceed the amounts shown in the proposal. Motion Carried: Ayes – All.
2. Motion by Alderman Olson and seconded by Alderman Schmidt to recommend MetLife as our life insurance carrier with the age reduction provision. Motion Carried: Ayes – All.
3. Motion by Alderman Solomon and seconded by Alderman Schmidt to move to Assurant for our Long-term Disability carrier. Motion Carried: Ayes – All.

Tom Jocz with Diversified Insurance Services will be in attendance at the December 4th Common Council meeting to present the recommended proposed rates/providers and answer any questions with the intention that a stop-loss carrier and administrative service providers be selected.

COUNCIL ACTION REQUESTED

Move that Gerber Life (Eastern) be engaged to provide stop loss insurance as proposed with a \$60,000 deductible, that Auxiant be retained as the City's Third Party Administrator, that Diversified continue as the insurance consultant at this time, that Met Life Insurance Company be engaged for Life/AD&D insurance for 2013 and 2014, that Assurant Employee Benefits be engaged for the Voluntary Long Term Disability Insurance program for 2013 and 2014, and that Serve-You continue as the pharmacy benefits management services provider, and authorize the Director of Administration to execute such documents and contracts as necessary to effectuate said insurances and services in accordance with the proposals as submitted.

APPROVAL <i>Slw</i> <i>CRP</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/4/11
	City of Franklin Audit Agreement between Clifton Gunderson LLP and the City of Franklin for audit of the 2012 year	ITEM NUMBER <i>G.5.</i>

Each year the City of Franklin engages an outside accounting firm to perform an audit of the City of Franklin annual financial statements. Clifton Gunderson LLP has provided that audit function under an RFP issued in 2009.

The Clifton Gunderson LLP engagement letter for 2012 is a contractual agreement. The City Attorney has reviewed prior year agreements and if there are any changes will be presented at the Common Council meeting.

The amount of the estimated audit fees for the 2012 year has been included in 2013 budgets.

The Director of Finance is recommending approval of the agreement.

COUNCIL ACTION REQUESTED

Motion to approve the Mayor, City Clerk and Director of Finance & Treasurer to execute the Audit Agreement between Clifton Gunderson LLP and the City of Franklin for audit of the City of Franklin for the 2012 year.



CliftonLarsonAllen

CliftonLarsonAllen LLP
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Milwaukee, WI 53226
414-476-1880 | fax 414-476-7286
www.cliftonlarsonallen.com

November 27, 2012

Calvin A. Patterson
City of Franklin, Wisconsin
9229 W. Loomis Road
Franklin, WI 53132

Dear Mr. Patterson:

We are pleased to serve City of Franklin, Wisconsin (hereinafter "you" or the "Entity") as your independent accountants. The purpose of this engagement letter and the accompanying Professional Services Agreement, which is attached and incorporated by reference, is to confirm our acceptance and understanding of the terms of our agreement. This letter and the attached Professional Services Agreement also clarify the nature, extent and limitations of the auditing and nonattest services to be provided.

Renee Messing, CPA, will be the relationship and audit engagement partner responsible for the services provided to you. She will be assisted on this engagement by Jacob Lenell, CPA. In addition to the services that we are to provide under this engagement letter, we would also be pleased to assist the Entity on issues as they arise throughout the year. We hope that you will contact either of these individuals when you believe the firm can be of assistance. Any such future services are outside the scope of this engagement and their terms would be covered by a separate engagement letter.

Services to be Provided

Our services will include:

Auditing services. We will audit the governmental activities, business-type activities, each major fund and the aggregate remaining fund information for the City of Franklin, Wisconsin as of and for the year ended December 31, 2012 and the related notes to the financial statements. We will also report on the supplementary information accompanying the financial statements. Our audit will be made in accordance with auditing standards generally accepted in the United States of America, and *Government Auditing Standards*, issued by the Comptroller General of the United States. In addition, if applicable, we will perform a compliance audit in accordance with the *Department of Health Services Audit Guide*, issued by the State of Wisconsin Department of Health Services.

Nonattest services. We will also provide you with the following nonattest services:

- Proposing adjusting journal entries
- Preparation of the Annual Report to be submitted to the Public Service Commission
- Preparation of the Annual Report Form C to be submitted to the Department of Revenue

Our Fees and Payment Terms

The charges for our work are to be based upon the time involved, degree of responsibility assumed and skills required, plus expenses including internal and administrative charges. Bills for services are due when submitted. Interim bills may be submitted at periodic dates to cover charges and expenses incurred. If a bill for services is not paid when due, we reserve the right to cease work and withdraw from the engagement.

It is hereby agreed that our fee will not exceed \$39,830. We will also perform a program audit for the funds received from the Wisconsin Department of Health Services, if required. The fee for this program audit will not exceed \$1,200. This fee is based on our understanding that your accounting records, including supporting schedules, will be substantially completed by March 25, 2013. We expect that your office personnel will help us by locating and providing us with invoices, vouchers, and other corporate documents and records that we request. We do not anticipate that we will encounter any substantial amount of accounting work to be completed or adjusted by us, or any defalcation or other significant problem or contingency. We will, of course, advise you before undertaking any work that would require an increase in the fee arrangement.

Unanticipated Services

Our fee considers the agreed-upon level of preparation and assistance from your personnel. We will advise management should this not be provided or should any other circumstances arise that may cause our time to exceed this estimate. These fees do not consider any time that might be necessary to assist management in the implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements that may apply. If there is a significant change in your organizational structure or size due to acquisitions or other events, we reserve the right to revise our fees. Circumstances may arise under which we must perform additional work and, thus, require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing audit requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, fraud, irregularities, errors or inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal controls
- Regulatory examination matters
- New or unusual transactions
- Failure of your staff to prepare information in a timely manner
- Numerous revisions to audit information
- Rescheduling of audit fieldwork without reasonable notice (at least a full week in advance)
- Lack of availability of appropriate Entity personnel during audit fieldwork

Accounting and auditing standard setters and regulators are continuing to evaluate the need for changes that may affect you. These actions may result in changes in reporting and expand the nature, timing, and scope of the activities we are required to perform to provide the services

Calvin A. Patterson
City of Franklin, Wisconsin
November 27, 2012
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discussed in this letter. Proposed changes and shortened deadlines could result in a reduction of the level of assistance and preparedness you are able to provide. We expect that our clients will look to us to assist them with these changes. To the extent that the amount of time required to provide the services described in this letter increases due to such changes or that additional time is required to complete any new tasks required by such changes, we reserve the right to adjust our fees appropriately.

We will endeavor to advise you of anticipated changes to our fees on a timely basis.

Agreed and Accepted

This engagement letter and the attached Professional Services Agreement constitute the entire agreement regarding services to be provided to you and supersedes all prior agreements, understandings, negotiations, and discussions between us relating to the scope of services described in this letter, whether oral or written. This agreement may be supplemented only by other written agreements.

Please sign, date, and return the duplicate copy of this letter to us to indicate your acknowledgement of, and agreement with, the above terms and the terms and conditions of the accompanying Professional Services Agreement including the arrangements for our audit of the financial statements including our respective responsibilities. This engagement letter should not be signed unless the Professional Services Agreement is attached and you have read and understand and agree to its terms.

We very much appreciate the opportunity to serve you and will be pleased to discuss any questions you may have.

Very truly yours,

Clyde Larson Allen LLP

RM:jb

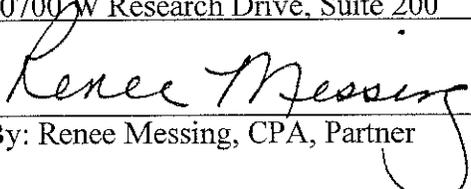
Calvin A. Patterson
City of Franklin, Wisconsin
November 27, 2012
Page 4

The services described in the foregoing letter and attached Professional Services Agreement are in accordance with our requirements, and we understand and agree to the terms and conditions recited above.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed in three original counterparts, the day and year first written above

CliftonLarsonAllen LLP
Contractor

10700 W Research Drive, Suite 200


By: Renee Messing, CPA, Partner

CITY OF FRANKLIN, WISCONSIN

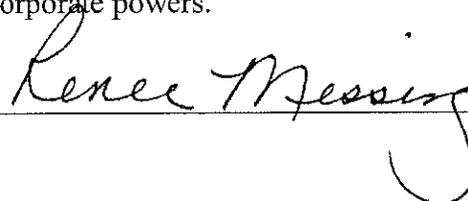
By: Thomas M. Taylor, Mayor

By: Sandra L. Wesolowski, City Clerk

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

By: Calvin A. Patterson, Director of Finance and Treasurer

I, Renee Messing, certify that I am a partner of the firm named as contractor herein above; that Renee Messing who signed the foregoing contract on behalf of the firm was then a partner of the firm; that said contract was duly signed for and in behalf of said firm by authority of its governing body and is within the scope of its corporate powers.


Renee Messing

Professional Services Agreement

Audit Services

This Professional Services Agreement, together with the engagement letter, which is attached and incorporated by reference, represents the terms and conditions relating to the services CliftonLarsonAllen LLP ("CLA") will provide to City of Franklin, Wisconsin (hereinafter "you" or the "Entity"). This Professional Services Agreement is an integral part of the terms of our engagement and contains important and critical information. You should read it carefully before signing the engagement letter and contact us if you have any questions.

Objective of the Audit

The objective of our audit is to lead to the expression of an opinion with respect to your financial statements. The audit will include tests of your accounting records and other procedures we consider necessary to enable us to express our opinion on these basic financial statements (and to report on the schedules of expenditures of federal and state awards), and on the Entity's compliance with laws and regulations and its internal controls as required by *Government Auditing Standards* and the *DHS Audit Guide*.

We will issue a written report upon completion of our audit of City of Franklin, Wisconsin's financial statements. Our report will be addressed to the Management of City of Franklin, Wisconsin. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other matter paragraph(s), or withdraw from the engagement.

We will also provide a report on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The purpose of this report, is solely to describe the scope of our testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of the Entity's internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Entity's internal control over financial reporting and compliance. Accordingly, this report is not suitable for any other purpose. If during our audit we become aware that City of Franklin, Wisconsin is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with generally accepted auditing standards

established by the Auditing Standards Board (United States) and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements. Furthermore, we will inform you if we discover circumstances that will have an effect on our opinion on the basic financial statements or on compliance with the direct and material compliance requirements applicable to programs required to be tested in accordance with the *DHS Audit Guide*. If our opinion, on the basic financial statements or on compliance with the requirements applicable to programs required to be tested in accordance with the *DHS Audit Guide*, will be other than unmodified, the reasons will be fully disclosed. If, for any reason, we are unable to complete the audit or are unable to form an opinion, we may decline to issue a report and terminate our engagement. If these circumstances occur, we will bill you; you agree, under the terms of this letter, to pay for our time and expense incurred prior to the termination of our engagement.

Auditors' Responsibilities, Procedures and Limitations

We will conduct our audit in accordance with standards generally accepted in the United States of America (GAAS), and *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America (GAAS), and *Government Auditing Standards*, issued by the Comptroller General of the United States.

Because we will not perform a detailed examination of all transactions, there is an inherent risk that we will not detect material errors, fraud, or other illegal acts, if they exist. We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. We would document the actual terms and fees of such an engagement in a separate engagement letter to be signed by both you and CLA.

The audit will include certain procedures to test compliance with certain provisions of laws, regulations, contracts, and grants and the requirements applicable to the federal and state award programs required to be tested as required by the *DHS Audit Guide*. Our procedures will consist of those identified in the *DHS Audit Guide* applicable to each program required to be tested that we consider necessary to express our opinion on the direct and material compliance requirements of such programs. We are responsible for determining which programs are tested for compliance under the requirements of the *DHS Audit Guide*. In addition, we are responsible for determining which compliance requirements have a direct and material effect on such programs.

In planning and performing our audit for the year ended December 31, 2012, we will consider internal control to the extent required to support our reports in accordance with *Government Auditing Standards* and the *DHS Audit Guide*. We will obtain an understanding of the design of the relevant policies and procedures and whether they have been placed in operation. We will perform tests of controls, as required by the *DHS Audit Guide*, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements that are applicable to each federal or state award program required to be tested in accordance with the *DHS Audit Guide*. Tests of controls may also be performed to test the effectiveness of certain policies and procedures that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements

and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. We are not required to provide an opinion and we will not provide an opinion, at any level, on the internal control over financial reporting.

In making our risk assessments, we consider internal control relevant to the Entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Our reports on internal control and compliance will each include a statement that the report is intended for the information and use of the Audit Committee (or equivalent), Management, and federal and state awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Responsibilities of Management for the Fair Presentation of Financial Statements, Internal Control and Accounting Services We Perform

Our audit will be conducted on the basis that you (management and those charged with governance) acknowledge and understand that you have the responsibility for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. This includes retaining qualified personnel in areas affecting financial matters and performing ongoing monitoring activities to ensure transactions are properly recorded, assets are safeguarded and the basic financial statements and the schedules of expenditures of federal and state awards are substantially accurate.

You are also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error. You are responsible for informing us of all known, suspected or alleged fraud involving the Entity, its employees or others that could have a material effect on the basic financial statements. You are responsible for identifying and ensuring compliance with the laws and regulations applicable to your activities.

You are responsible for providing us access to all information of which they are aware that is relevant to the preparation and fair presentation of the financial statements such as financial records, documentation and other matters. You are also responsible for providing additional information that we may request for the purpose of the audit, and providing us unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

Although our firm may prepare or help in preparing your basic financial statements and the schedules of expenditures of federal and state awards, the statements and the schedules of expenditures of federal and state awards are the representations of your management ("Management"). You are responsible for submitting the reporting package and for following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan. You are responsible for adjusting the basic financial statements to correct material misstatements, and for affirming to us in the representation letter (as further discussed below) that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the opinion units in the financial statements.

You are responsible for the preparation of the supplementary information in accordance with accounting principles generally accepted in the United States of America. You agree to acknowledge this responsibility in a written representation to us including that you believe this information, including form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America, that measurement or presentation methods have not changed from the prior period (or if they have, the reasons for such change), and that you have disclosed to us any significant underlying assumptions or interpretations. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

For all nonattest services we perform in connection with our engagement you agree to assume all management responsibilities, designate an individual to oversee the services, evaluate the adequacy and results of the services performed and accept responsibility for the results of the services. The individual designated to

oversee the services needs to possess suitable skill, knowledge and/or experience and understand the services performed sufficiently to be able to oversee them.

You will disclose any significant vendor relationships where the vendor transaction is structured such that the vendor is responsible for program compliance under the *DHS Audit Guide*.

Additional Management Responsibilities Under the *DHS Audit Guide*

Management has numerous responsibilities under the *DHS Audit Guide*. Such responsibilities include identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedules of expenditures of federal and state awards in accordance with the requirements of the *DHS Audit Guide*.

Management is also responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by the *DHS Audit Guide*, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Limitation on Who May Use Our Services

It is our understanding that the primary intent of engaging our professional audit services is for the

benefit of the Management of City of Franklin, Wisconsin.

Ownership, Retention, Access and Production of Workpapers and Original Documents

The working papers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

We will provide access to workpapers to applicable regulators for their regulatory oversight purposes. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm.

In the event our workpapers are subpoenaed, we may request that your legal counsel assist us in obtaining a protective order, to prevent public disclosure of our workpapers. Should we ultimately be required by a regulatory agency, subpoena, or other enforceable action to produce copies of our workpapers, you agree to reimburse us for the time and out-of-pocket expense, including our legal fees, necessary to comply with such order.

At the conclusion of our services, we will promptly return to you all of your original documents and records. Your original records are the primary records for your operations and comprise the principal back up and support for your financial statements. You should take the appropriate actions necessary to safeguard and preserve these original records. Any information that may be contained in our working papers is not a substitute for your own original records.

The firm may, from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information

to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such third-party service providers.

Our Consent and Dissemination of Financial Statements and Other Information

Should you decide to include or incorporate by reference these financial statements and our audit report(s) thereon into a future offering of debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such an offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have conducted any due diligence we deem necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, for which we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our working papers for those periods, we are under no obligation to permit such access.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied upon.

With regard to electronic filings, such as in connection with the World Wide Web area of the Internet, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

In the interest of facilitating our services to you, we may communicate by sending electronic mail over the Internet or by facsimile transmission. Such

communications may include information that is confidential to the Entity. You acknowledge that e-mail travels over the public Internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no fault of our firm. Unless you issue specific instructions to do otherwise, we will assume that you consent to our use of these electronic devices and facsimile transmissions during this engagement as we deem appropriate. In addition, we mutually agree that the engagement letter, including the professional services agreement, may be executed electronically.

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by ET Section 301 of the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of City of Franklin, Wisconsin's information in these cost comparison, performance indicator, and/or benchmarking reports.

Management Representations

During the course of our engagement, we may request information and explanations from Management regarding, among other matters, the Entity's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. As part of our audit process, we will require that you provide us a written confirmation concerning representations made by you and your staff to us in connection with the audit. The procedures we will perform in our engagement will be heavily influenced by the representations that we receive in the representation letter and otherwise from Management. Accordingly, inaccurate, incomplete or false representations could cause us to expend unnecessary efforts or could cause a material error or fraud to go undetected by our procedures.

In view of the foregoing, you agree that City of Franklin, Wisconsin will indemnify CLA and our partners, principals and employees and hold us harmless from any claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of Management of City of Franklin, Wisconsin regardless of whether such person was acting in the best interests of City of Franklin, Wisconsin.

Other Matters

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. A copy of our peer review report accompanies this letter.

CLA is qualified as a limited liability partnership under the laws of the State of Minnesota. Under such laws, an obligation of the firm incurred while the firm is a limited liability partnership, whether arising in contract, tort or otherwise, is solely the obligation of the firm, and partners of the firm are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. Any additional costs incurred due to these procedures will be fully billable in addition to our fees.

For all purposes, we mutually agree that the laws of the State of Wisconsin will govern any disputes regarding this engagement, excepting those relating to choice of laws. In the event that any portion of this professional services agreement or the attached engagement letter is deemed invalid or unenforceable, that finding shall not invalidate the remainder of the engagement letter or professional services agreement.

The Venue for any disputes arising under this agreement shall be the Circuit Court for Milwaukee. The prevailing party shall be entitled to its costs,

including its reasonable attorney fees, incurred for any litigation.

Notwithstanding anything to the contrary set forth above:

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

CliftonLarsonAllen shall during the term of the agreement, maintain insurance coverage with an authorized carrier acceptable to the City in amounts at least equal to the minimums set forth below:

Limit of general/commercial liability – \$2,000,000

Automobile liability; bodily injury/property damage - \$1,000,000

Excess liability for general commercial or automobile liability - \$2,000,000

Worker's compensation and employer's liability – per statute

Professional liability - \$1,000,000

Certificates of insurance evidencing the above shall be delivered to the City upon execution of this agreement and shall provide that such coverages may not be cancelled or amended without 30 days prior written notice to the City and naming the City as an additional insured for general liability.

To the fullest extent permitted by law, CliftonLarsonAllen shall defend, indemnify and hold harmless the City, City officers, employees, agents, boards, commissions and agencies from and against costs losses and damages (including but not limited to reasonable fees and charges of CliftonLarsonAllen, architects, attorneys, and other professionals, and reasonable court and/or alternative dispute resolution costs) caused by negligent or intentional and wrongful acts of CliftonLarsonAllen, its officers, directors, employees, agents and consultants with respect to this agreement.

CliftonLarsonAllen warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest.

CliftonLarsonAllen warrants that it will immediately notify the City if any actual or potential conflict of interest arises or becomes known to CliftonLarsonAllen. Upon receipt of such notification, the City's review and approval is required for CliftonLarsonAllen to continue to perform work under this agreement.

CliftonLarsonAllen shall maintain all of its records pertaining to this agreement for not less than three years following the completion of this agreement and shall provide for the inspection and copying of such records by the City upon request.

CliftonLarsonAllen shall not assign any of its rights, title, interest or obligations under this agreement without the permission of the City, which permission shall not be unreasonably withheld.

This agreement may be terminated upon written notice at the City's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of the agreement. CliftonLarsonAllen shall terminate performance of services on a schedule acceptable to the City, and the City shall pay CliftonLarsonAllen for all services performed prior to such termination.

CliftonLarsonAllen shall commence immediately upon receipt of a notice to proceed, to complete all work required under this agreement in accordance with the schedule outlined in the City's request for proposal.

Entire Agreement

The attached engagement letter and this Professional Services Agreement constitute the entire agreement regarding services to be provided to you and supersedes all prior agreements, understandings, negotiations, and discussions between us relating to the scope of services described in the attached engagement letter, whether oral or written. This agreement may be supplemented by other written agreements and is null and void if not executed within sixty days of the date on the initial page of the agreement. This Professional Services Agreement is an integral part of the terms of our engagement and contains important and critical information. You should read it carefully before signing the engagement letter, and contact us if you have any questions.



System Review Report

To the Principals of LarsonAllen LLP
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of LarsonAllen LLP (the firm) applicable to non-SEC issuers in effect for the year ended March 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*; audits of employee benefit plans, and an audit performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice applicable to non-SEC issuers of LarsonAllen LLP in effect for the year ended March 31, 2010 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. LarsonAllen LLP has received a peer review rating of *pass*.

Clifton Gunderson LLP

August 13, 2010



System Review Report

To the Partners of
Clifton Gunderson LLP
and the National Peer Review Committee of the AICPA

We have reviewed the system of quality control for the accounting and auditing practice of Clifton Gunderson LLP (the firm) applicable to non-SEC issuers in effect for the year ended July 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based upon our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Clifton Gunderson LLP applicable to non-SEC issuers in effect for the year ended July 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Clifton Gunderson LLP has received a peer review rating of *pass*.

Weaver and Tidwell, LLP

WEAVER AND TIDWELL, L.L.P.

Dallas, Texas
December 3, 2010

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<p>APPROVAL</p> <p><i>Slew</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/04/2012</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>REQUEST FOR COMMON COUNCIL APPROVAL OF THE ADMINISTRATIVE RULES AND PROCEDURES FOR THE QUARRY MONITORING COMMITTEE OF THE CITY OF FRANKLIN, WISCONSIN</p>	<p>ITEM NUMBER</p> <p><i>G, 6.</i></p>

At the June 4, 2012, meeting of the Common Council, the Council authorized the establishment of a Quarry Monitoring Committee.

With assistance from City staff, the Quarry Monitoring Committee at their meeting of October 11, 2012, finalized the attached Administrative Rules and Procedures for Common Council review and is requesting Council approval.

COUNCIL ACTION REQUESTED

A motion to approve the Administrative Rules and Procedures for the Quarry Monitoring Committee of the City of Franklin, Wisconsin.

THE QUARRY MONITORING COMMITTEE

OF THE CITY OF FRANKLIN, WISCONSIN

ADMINISTRATIVE RULES AND PROCEDURES

Adopted by the Quarry Monitoring Committee October 11, 2012

The City of Franklin Quarry Monitoring Committee

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ADMINISTRATIVE RULES AND PROCEDURES

ARTICLE I

Name of Committee

The name of this operation shall be the "Quarry Monitoring Committee" of the City of Franklin, Wisconsin, hereinafter referred to as the "Committee".

ARTICLE II

Duties and Expectations

The committee shall undertake actions reasonably necessary to assist the City in reviewing the monitoring of the operations and activities of the quarry operators for compliance with the regulations set forth under Planned Development District No. 23 and Planned Development District No. 24, and matters related thereto, and shall review and provide comment and recommendation to the Common Council on performance and monitoring data, reports, and complaints related to quarry extraction operations and control procedures.

The Committee shall be subject to the authority of the Common Council. All determinations of the Committee shall be advisory only to the Common Council.

Committee members are expected to notify the Committee Chair or staff representative if they are unable to attend a meeting, and come prepared and ready to participate in discussion.

ARTICLE III

Authorization

The authorization for the establishment of this Committee is pursuant to the June 4, 2012, meeting of the Common Council under Ordinance No. 2012-2077.

ARTICLE IV

Membership and Quorum

Section 1

The Quarry Monitoring Committee shall consist of five members, two of who shall be Aldermen and three of who shall be citizens.

The members of the Committee shall be appointed as follows: the Aldermen members and one citizen member shall be appointed by the Mayor and confirmed by the Common Council and each of the other two citizen members shall be separately appointed by the two Aldermen within whose districts the quarry is located, each of the two Aldermen separately appointing one citizen, which appointments shall be confirmed by the Common Council. At least one of the citizen members shall not be a member of any other City board, commission or committee.

One Staff member, assigned by the Mayor, will assume the duties of secretary to the Commission and perform the duties under Section 5.

Section 2

A quorum shall be three (3) members. All actions and decisions of the Committee shall be passed by simple majority except a motion to adjourn. A record of all Committee votes shall be kept as a part of its minutes. Each of the appointed members shall be

entitled to one (1) vote. The Chair is a voting member and votes according to Roberts Rules of Order. Voting by proxy is not permitted. On a tie vote, the motion is lost.

Section 3 All citizen members shall serve without compensation. The Aldermanic positions are served in their official capacity.

Section 4 The Staff member assigned to the Committee by the Mayor and with the assistance of the Chair, shall prepare agendas for regular and special meetings and reports of Committee action. The Staff member shall be responsible for keeping the official minutes and records of the Committee and provide notice to all Committee members, arrange proper and legal notice of hearings, attend to correspondence of the Committee, as approved by same, and have such other duties as may, from time to time, be assigned by the Committee.

Section 5 The Committee Chair is to be appointed at the first meeting of the Committee following the adoption of the Administration Rules and Procedures. The Chair shall be appointed by the voting members present by majority voice vote and shall serve for one year. The Chair shall preside at all meetings and hearings of the Committee, having the duties normally conferred by parliamentary usage to such office.

Section 6 The Committee members shall select the Vice-Chair by majority voice vote during the first meeting after the adoption of the Administrative Rules and Procedures and shall serve for 1-year. The Vice-Chair shall preside at all Committee functions in the absence of the Committee Chair, and shall have the duties normally conferred by parliamentary usage to such office, including the signing of approved Committee reports and all other documents requiring the Committee signature pursuant to state and local law.

When the Committee Chair and Vice-Chair are unable to preside or fulfill the duties of the Chair and a quorum of the Committee is present for a properly noticed and scheduled Committee meeting or hearing, the staff assigned to the Committee may call the Committee to order and shall temporarily preside solely to allow the selection of a Chair Pro Tempore by and from the Committee members present. Upon selection, the Chair Pro Tempore shall preside and assume the duties of the Chair until the Chair or the Vice-Chair is able to preside or until re-appointments are confirmed by the Common Council.

ARTICLE V

Terms and Vacancies

The initial appointment shall be made as follows: one citizen member shall serve for one year; one citizen member shall serve for two years; and one citizen members shall serve for three years; the Aldermen members shall serve two years and only during his or her tenure in office, from June 1, in the year of his or her appointment. Thereafter, each citizen appointment shall be made for a term of three years, and each Aldermen appointment shall be for a term of two years.

ARTICLE VI

Meetings

Section 1 The regular monthly meeting of the Committee will be held the second Thursday of the month and is intended to fall between the regularly scheduled meetings of the Plan

Commission. In the event of a conflict with holidays or other events, the Chair or a majority vote at any Committee meeting may change the date of such regular monthly meeting.

Section 2 Any member of the Committee may, upon consultation with the Chair or in the absence, the Vice-Chair or acting Chair, place on a Committee agenda for consideration, discussion, action, etc. any matter that is properly within or related to the duties, rules, procedures, activities, etc. of the Committee.

Section 3 Special meetings may be called by the Committee Chair. It shall be the duty of the Committee Chair to call a special meeting when requested to do so by a majority of the members of the Committee. Special meetings may be held at such times and places as shall be determined by the Committee.

Section 4 All meetings of the Committee shall be open to the general public in accordance with the Statutes of Wisconsin (Open Meetings Act).

Section 5 Unless otherwise specified, Robert's Rules of Order newly revised, shall govern the proceedings at the meetings of the Committee.

ARTICLE VII Order of Business

Section 1 The order of business at regular meeting and administrative sessions of the Committee shall be:

- a. Call to Order & Roll Call
- b. Approval of Minutes of previous meeting(s).
- c. Citizen Comment Period
- d. Hearings
- e. Business Items
- f. Schedule next meeting
- g. Adjournment

Section 2 Agendas and other documents for all meetings shall, whenever possible, be delivered to the members of the Committee no later than the Monday preceding the regular meeting. In general, order of business shall follow the printed agendas. The order of business may vary from the printed agenda by consensus of the Committee members present.

ARTICLE VIII Public Meetings, Special Meetings, Workshops

The Committee may from time to time hold public meetings, workshops and policy sessions which are required pursuant to state and local law, or which the Committee

deems to be in the public interest.

ARTICLE IX

Staff

The Planning Department, operating under the general direction and supervision of the Mayor, shall provide staff support to the Quarry Monitoring Committee.

Staff shall assist the Committee Chair or acting Chair in the preparation and distribution of Committee minutes, reports, agendas, and other materials.

ARTICLE X

Non-member Participation

Section 1

Letters, documents and other records relevant to matters before the Committee or within Committee duties are welcome at any time by submission to the Chair, subject to timing requirements established elsewhere herein. Submissions related to a specific matter before the Committee will be considered when the specific matter is considered. Submissions related to other matters within the Committee duties will be considered in the Business section of the agenda or as otherwise deemed applicable by the Committee.

Section 2

Except for properly noticed and scheduled public hearings, non-member testimony during Committee meetings shall be limited to 1) applicants with matters before the Committee, 2) persons with knowledge or expertise relevant to matters before the Committee or within Committee duties and 3) the mayor and aldermen of the City of Franklin. Such non-member testimony shall be permitted during the Citizen Comment period or at the discretion of and upon recognition by the Chair or on consensus of the Commission members present, and upon statement of name, address and basis for testimony.

Section 3

At a properly noticed and scheduled public hearing of the Committee, any person may speak on the specified subject of the hearing upon recognition by the Chair and statement of name and primary residence address.

ARTICLE XI

Amendments

Revisions or amendments to these Administrative Rules and Procedures (except items established in the statutes and regulations of the State of Wisconsin or the Municipal Code of the City of Franklin, Wisconsin, which shall be as adopted by the applicable authoritative body) shall require approval of a majority of the Committee membership.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/4/2012
REPORTS AND RECOMMENDATIONS	Resolution Amending Code Enforcement Policies and Procedures	ITEM NUMBER <i>G.7.</i>

At its August 21, 2012 meeting, Ald. Wilhelm brought before the Council consideration of the City's handling of nuisance properties. By unanimous vote, Council directed review of the current ordinance with further direction of future review of possible new legislation to address the same. At its October 16, 2012, meeting, the Common Council considered the current municipal code sections with respect to nuisances and certain documents provided by Ald. Wilhelm. Discussion suggested a multiple approach of addressing the complaint handling policy while also strengthening municipal code to deal with nuisance properties. Unanimous vote of council adopted motion to direct legal counsel to continue review of the nuisance ordinance and abatement procedures and items presented by Ald. Wilhelm and to report back at last meeting of November. By action taken at the November 13, 2012 Common Council meeting, consideration of the code enforcement policy was moved to the December 4, 2012 meeting.

City Attorneys office has reviewed the existing ordinance, complaint handling policy dated 1997 and the materials, met with Chief of Police and Ald. Wilhelm. Based on the same, the attached Resolution clarifies the City's complaint handling policies and procedures.

COUNCIL ACTION REQUESTED

1. A motion to adopt A Resolution to Amending Code Enforcement Policies and Procedures.

RESOLUTION NO. 2012-_____

A RESOLUTION AMENDING CODE ENFORCEMENT
POLICY AND PROCEDURES

WHEREAS, The City of Franklin's policy is to treat all complaints alleging violations of the City's Code with the due care they should be accorded; and,

WHEREAS, the Common Council previously adopted Resolution No. 91-3635: A Resolution Establishing Code Enforcement Policies and Procedures; and,

WHEREAS, these Policies and Procedures were more fully described in a memorandum dated October 17, 1997 from the City's Business Administrator to the Common Council; and,

WHEREAS, the Mayor and Common Council wishes to reaffirm and update its commitment to proper and effective handling of code enforcement issues;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the following Code Enforcement Policies and Procedures be and hereby are adopted:

1. The provisions of Resolution No. 91-3635 shall remain in effect within the City of Franklin.
2. Except as maybe be otherwise required by emergency situations, all complaints by City Elected Officials shall be, and complaints from Franklin residents may be, addressed to the City Clerks office. This may be done by phone or through the Complaint submission form on the City's web site. Upon receipt of such complaint, the Clerk's office, with the Assistance of the Department of Administration as needed, shall determine the appropriate City Department to handle such complaint and refer it to said department within 72 hours of receipt.
3. The originating City Elected Official may, at their discretion, choose to attempt to resolve a complaint prior to submission to the Clerk's office. Any time spent in attempting pre-submittal resolution of a complaint shall not be considered when calculating any applicable deadlines established for handling complaints generally.

4. In the interest of customer service, City Departments shall accept complaints related to their areas of enforcement responsibility directly from Franklin Citizens and may deal with such complaints internally as part of their normal course of business. In the event that a Citizen's complaint falls outside of a Department's enforcement responsibilities, that Department should refer the Citizen to the Clerk's office and/or the Complaint submission form located on the City's Web Site. Additionally, City Departments are expected to inform a Citizen of the availability of a Complaint submission form in the event the citizen is not or may not be satisfied with the City Department's handling of the Citizen's direct complaint.
5. Upon receipt of a Complaint submission form, the enforcing Department shall investigate the complaint within 7 days. Any complaint found to be valid shall have appropriate enforcement actions taken within 14 days. In the event a City Department cannot meet these timelines, the City Department shall notify the Mayor and Alderman of the appropriate district, in writing, of the reasons for the delay and new timeline.
6. Appropriate enforcement action can vary depending on the nature of the violation, but will generally include a written notice of violation identifying what actions need to be taken in order to abate the violation and the issuance of appropriate municipal citations if the violation is not corrected as provided for within the notice of violation. Each enforcing Department should have a standardized approach to handling various types of violations. Nothing herein, however, prohibits the enforcing Department from taking such emergency steps it deems appropriate in order to abate a violation that poses an immediate danger to health, safety or welfare.
7. Upon issuance of a municipal citation, the City Attorney's office may take any steps it believes to be necessary to abate the nuisance. Enforcing Departments shall coordinate their efforts with the City Attorney's office in these circumstances.
8. In the event that an enforcing Department determines that any violation constitutes a public nuisance, such Department shall transfer the enforcement of the violation to the City Attorney's office within 3 days of making such determination. The City Attorney's office shall promptly take all necessary steps to abate the nuisance as provided for by Wisconsin Statute and the Franklin Municipal Code.
9. The enforcing Department shall provide timely notice to the Alderman of the district in which the violation exists of all significant actions taken with respect to the abatement process.

RESOLUTION NO. 2012-_____

Page 3

Introduced by _____ at a regular meeting of the
Common Council of the City of Franklin this 4th day of December 2012.

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this 4th day of December, 2012.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



M E M O R A N D U M

DATE: October 17, 1997
TO: Common Council
FROM: Business Administrator
RE: Complaint Handling Procedure

At the Committee of the Whole meeting of October 6, 1997 the Council requested development of a more centralized and structured complaint handling and tracking system.

Upon reviewing the options it was decided to organize the process based roughly on the point of origin of the complaint when submitted to staff. (Origination is defined as who submits the complaint to staff.) Thus there are two broad categories of complaint origination, city officials (aldermen and staff) and citizens. Again for purposes of establishing a procedure, citizen complaints were divided into two sub categories, those submitted directly to a particular department and those submitted to a centralized complaint "ombudsman". (It should be noted that the idea of having all complaints referred directly to the ombudsman was considered and rejected as being inconsistent with good customer service principles.) It was assumed and is recommended that existing complaint prioritization policies remain in effect.

Generally the responsibility of overseeing the handling all complaints that are properly made to the city would be vested in an "ombudsman". This assignment would be assumed by an existing staff member in the Business Administrator's office. It would be the duty of this individual to develop specific procedures to monitor complaints and to track their progress toward resolution, reporting same to interested parties as requested or necessary.

Complaints originating with city officials. All complaints coming into the city from city officials would be submitted directly to the ombudsman. The ombudsman would analyze and forward the complaint to the appropriate individual handling such complaints. The originating official may, at their discretion, choose to attempt to resolve a complaint prior to submittal to the ombudsman. Any time spent in attempting such pre-submittal resolution of a complaint will not be considered part of any general time deadline established for handling complaints generally. All complaint activity on the part of the originating official should then cease upon referral to the ombudsman. Complaints will not be considered to have been officially "submitted to staff" until acknowledged in writing by the ombudsman. As established by current policy verbal complaints from city officials are acceptable, but will be reduced to writing by the ombudsman and acknowledged as if received in writing. (See below.)

Complaints from citizens - departmental. Complaints that are submitted to individuals within departments that are appropriate to the department will be accepted by the department. Complaints will be accepted according to existing policy regarding whether the complaint need be in written or verbal form. Complaints will be placed on a 4-part form. Part 1 and 2 will be forwarded to the ombudsman with part 2 being, in turn, forwarded to the appropriate alderman. Part 3 will be retained by the department and part 4 returned to the complainant, if possible, or destroyed if not. The department will then proceed to take action per appropriate policy,

Complaints from citizens - central. Complainants who make first contact with the administrative offices or cannot be handled directly by departments per the above will be referred to the ombudsman. Such complaints will be accepted as above and forwarded to the appropriate individual for action. The same complaint form will be used with the same distribution as above. It should be noted there are several types of complaints such as complaints about garbage, burning or quarry operations that will continue to be handled in the same manner they are today, that is, without generation of the paperwork and notifications outlined above. These types of complaints are logged by the individuals handling them for statistical and performance purposes.

General procedures. Once a complaint has been filed with the ombudsman a log will be made and a follow-up schedule assigned. Follow-up periods will be determined by the ombudsman based on the type of complaint but in no event be longer than 14 days. When information is received from a follow-up contact or other report the information will be logged but not reported on a routine basis. Persons wishing information regarding the status of a complaint are responsible for making contact with the ombudsman or with the initiating department (citizens only). When the ombudsman receives notification that a complaint has been resolved a notice will be sent to the complainant, if known, or city official indicating the nature of the resolution.

Organizational comments. As noted the duties of the ombudsmen will be assumed by existing personnel. This is not a new position and based on current knowledge it is assumed this arrangement will work. One of the goals incorporated into the task will be to identify trends and problems and attempt to suggest ways becoming proactive in dealing with complaints. Depending on the level of activity this could result in more time being needed than is currently available.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 91-3635

A RESOLUTION ESTABLISHING CODE ENFORCEMENT POLICIES AND PROCEDURES

WHEREAS, the Code Enforcement Task Force has made certain recommendations relative to the policies and procedures followed in enforcement of City ordinances; and,

WHEREAS, the Common Council has reviewed those recommendations and wishes institute same.

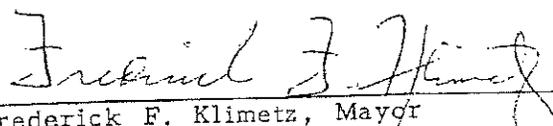
NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Franklin that the following Code Enforcement policies and procedures be and hereby are adopted as recommended by the Code Enforcement Task Force:

1. Enforcement of building codes relative to sheds, decks or fences shall be by the Building Inspector or his assistants.
2. Enforcement of zoning codes relative to sheds, decks, and fences shall be by the Planning and Zoning Administrator.
3. The Code Enforcement Officer shall not be uniformed.
4. Complaints enforced by the Code Enforcement Officer shall be in writing and be signed by the complaintant except that any officer of the City may bring a complaint in any form and except where health or safety are involved.
5. A complaintants name shall not be released except where required by court process.
6. Code enforcement activity shall be in accordance with the attached prioritization and heirarchy.

Introduced at a regular meeting of the Common Council of the City of Franklin on the 7th day of May, 1991 by Alderman _____.

Passed and adopted by the Common Council on the 7th day of May, 1991.

APPROVED:


Frederick F. Klimetz, Mayor

ATTEST:


James C. Payne, Business Administrator

AYES 6 NOES 0 ABSENT 0

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>SLW</i> Reports & Recommendations	SUBJECT: Resolution for acceptance of a water main easement for Wheaton Franciscan Healthcare Center, located at 9969 S. 27 th Street	12/4/12 ITEM NO. <i>G.8.</i>

As part of the development of Wheaton-Franciscan Healthcare-Franklin, a water main needs to be installed. An easement is needed to allow the City access and maintenance rights to the utility. This easement provides for the rights of grantor and grantee.

RECOMMENDATION

Motion to adopt Resolution 2012-_____, a resolution accepting this permanent water main easement.

ML

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2012 - _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF EASEMENT
FOR WHEATON FRANCISCAN HEALTHCARE CENTER
FOR WATER MAIN
AT 9969 S. 27th STREET (SE ¼, Section 25)

WHEREAS, an easement is required to construct, maintain and operate a water main on Wheaton Franciscan Healthcare Center property, and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such an easement and therefore the Mayor and City Clerk are hereby authorized and directed to execute the easement accepting it on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easement with the Register of Deeds for Milwaukee County.

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2012.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

ML

**WATER MAIN
EASEMENT AGREEMENT**

Document Number

Document Title

This Water Main Easement Agreement ("Agreement") is made by and between Wheaton Franciscan Healthcare-Franklin, Inc., a Wisconsin nonstock corporation ("Grantor"), and the City of Franklin, a municipal corporation of the State of Wisconsin ("City"), as of the ____ day of October, 2012 ("Effective Date").

Recording Area

Name and Return Address:

Jesse A. Wesolowski, Esq.
Wesolowski, Reidenbach &
Romell, S.C.
11402 West Church Street
Franklin, WI 53132-2114

PIN: Part of 928-9996-006

RECITALS

A. Grantor is the owner and holder of record title to certain real property ("Property") legally described as:

Lot 1 of Certified Survey Map No. 8316, recorded on January 5, 2011, as Document No. 9955567, being a redivision of Lot 2 of Certified Survey Map No. 7630, recorded on July 12, 2005, as Document No. 9046479, being a part of the NE 1/4 of the SE 1/4 of Section 25, Town 5 North, Range 21 East, in City of Franklin, County of Milwaukee, State of Wisconsin.

B. City desires to acquire a permanent easement over portions of the Property as depicted on the attached Exhibit A and legally described on the attached Exhibit B ("such area, "Easement Area"), with a right of entry across other portions of the Property as required to operate, maintain, repair, enlarge, reconstruct and inspect a water main and associated fire hydrants (collectively, "Facilities") within the Easement Area as shown on Exhibit A.

C. The initial construction and installation of the Facilities shall be by Grantor, at Grantor's expense, but the Facilities shall be dedicated to City upon City's inspection and approval of the Facilities as installed, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the grant of easement hereinafter described, payment of One Dollar (\$1) and other valuable considerations to Grantor, receipt whereof is hereby acknowledged, the parties agree as follows:

1. Grantor, being the owner of the Property, hereby grants to City a permanent water main easement ("Easement") over that part of the Property depicted on Exhibit A and described on Exhibit B and referenced in this Agreement as the "Easement Area" within which the Facilities will be installed by Grantor and dedicated to City.

2. Following dedication, the Facilities shall be maintained and kept in good order and condition by City. Except following any City work as described in Section 2 below, ground cover and landscaping maintenance within the Easement Area shall be by Grantor.

3. Whenever construction, reconstruction, enlargement or repair work in constructing and/or maintaining of said Facilities is performed by City, so much of the surface or subsurface of the Property as disturbed by City will, at the expense of City, be restored to substantially the condition as existing prior to such disturbance; except that City will not be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing disturbed in the course of doing the above work. Additionally, but subject to Section 11 below, City shall save Grantor harmless from any loss, damage, injury or liability resulting from negligence on the part of City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if such loss, damage, injury or liability results from the joint negligence of the parties hereto, then such liability shall be borne by them in proportion to their respective degrees of negligence; provided further, however, that these provisions are subject to the legal defenses with under law City is entitled to raise excepting the defense of so-called "sovereign immunity.

4. No structure may be placed within the Easement Area by Grantor except for lawn or paved areas such as walks, driveways or parking lots.

5. In connection with Grantor's construction of any structure or building on portions of the Property abutting the Easement Area, Grantor will assume liability for any damage to the Facilities caused by such construction. Subject to Section 11 below, Grantor shall save City harmless from any loss, damage, injury or liability caused by any negligence of Grantor in connection with the construction by Grantor of any structure or building abutting the Easement Area; provided that if such loss, damage, injury or liability results from the joint negligence of the parties hereto, then such liability shall be borne by them in proportion to their respective degrees of negligence.

6. No charges will be made against Grantor or the Property for City's costs of maintenance or operation of said Facilities once the Facilities have been installed by Grantor; provided, however, if Grantor makes application for a service connection to the Facilities, City's regular and customary service connection charge in effect at the time of the application shall be charged and paid.

7. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" dated and subsequent amendments thereto shall apply to Facilities within the Easement Area defined limits. Notwithstanding anything in the preceding sentence to the contrary, neither City nor the City of Franklin Water Works, a utility owned by City, shall be responsible for maintaining lateral extensions of the Facilities outside of the Easement Area, regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."

8. The Facilities shall be accessible for maintenance by City at all times. Grantor shall submit plans for approval to City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.

9. Grantor shall submit plans for any proposed surface alterations one-half foot or greater within the Easement Area to City, for City's review and approval by the City engineer, which City approval shall not be unreasonably withheld, conditioned or delayed.

10. City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner so as not to obstruct or unreasonably interfere with the use thereof by the other party hereto.

11. City and Grantor each hereby waives any claim against the other party hereto that the waiving party has or may hereafter have against the other to this Agreement for any damage to the Easement Area or other real or personal property owned by the waiving party, and also waiving the rights of subrogation the waiving party's insurer may have based on payment made in respect of any claim to the waiving party, but only to the extent of the insurance proceeds for such claim receiving by the waiving party; provided, however, that such waiver shall not apply in any case that would result in the invalidation of any insurance policy or reduction in insurance proceeds paid by an insurer relative to such claim. Each party shall notify its respective insurer as to the waivers of claim and subrogation made in this Section 11, and immediately advise the other party hereto to the extent such waiver would invalidate any such insurance coverage.

12. Either party hereto may enforce this Agreement by appropriate action, and in any such action, the prevailing party shall be entitled to recover, as part of its costs, reasonable attorneys' fees from the nonprevailing party.

13. This Agreement may not be modified or amended, except by a writing executed and delivered by City and Grantor or their respective successors and assigns, which modification or amendment shall be effective upon its recordation in the Office of the Register of Deeds for Milwaukee County.

14. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

15. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.

16. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

17. It is understood that, in the event ownership of the Easement Area or other portions of the Property is desired by City for public street or other public purpose, the proceedings for acquisition of such Easement Area by City by purchase, dedication or condemnation shall be conducted in the same manner, including valuation, as though this Agreement had not been executed or any rights granted hereby.

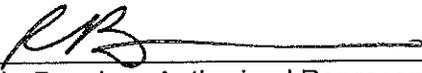
18. Upon Grantor's initial completion of installation of the Facilities, Grantor shall submit as-built drawings of the installed Facilities on Mylar for approval to City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

19. References in this Agreement to City or Grantor shall mean the undersigned parties and their successors and assigns, and further, their respective contractors, employees, agents and other invitees. Upon transfer of the ownership of the Property by Grantor, or any successor of Grantor in ownership to the Property, the transferor shall be relieved of further liability thereunder, which shall then be imposed upon the transferee in such ownership transfer.

20. This Agreement, and the easement and other rights and responsibilities granted or assigned hereunder shall be deemed covenants running with the land in perpetuity and binding and benefiting City and Grantor and their successors and assigns.

IN WITNESS WHEREOF, this Agreement is made as of the Effective Date.

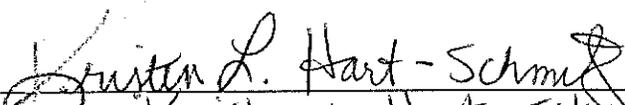
GRANTOR:
WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC.

By: 
Ron L. Boecker, Authorized Representative

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this 8th day of October, 2012, the above-named Ron L. Boecker, as the Authorized Representative of Wheaton Franciscan Healthcare-Franklin, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.


Name: Kristen L. Hart-Schmitz
Notary Public, Wisconsin
My Commission: 9/13/15

[CITY SIGNATURES/ACKNOWLEDGMENT ON FOLLOWING PAGE]

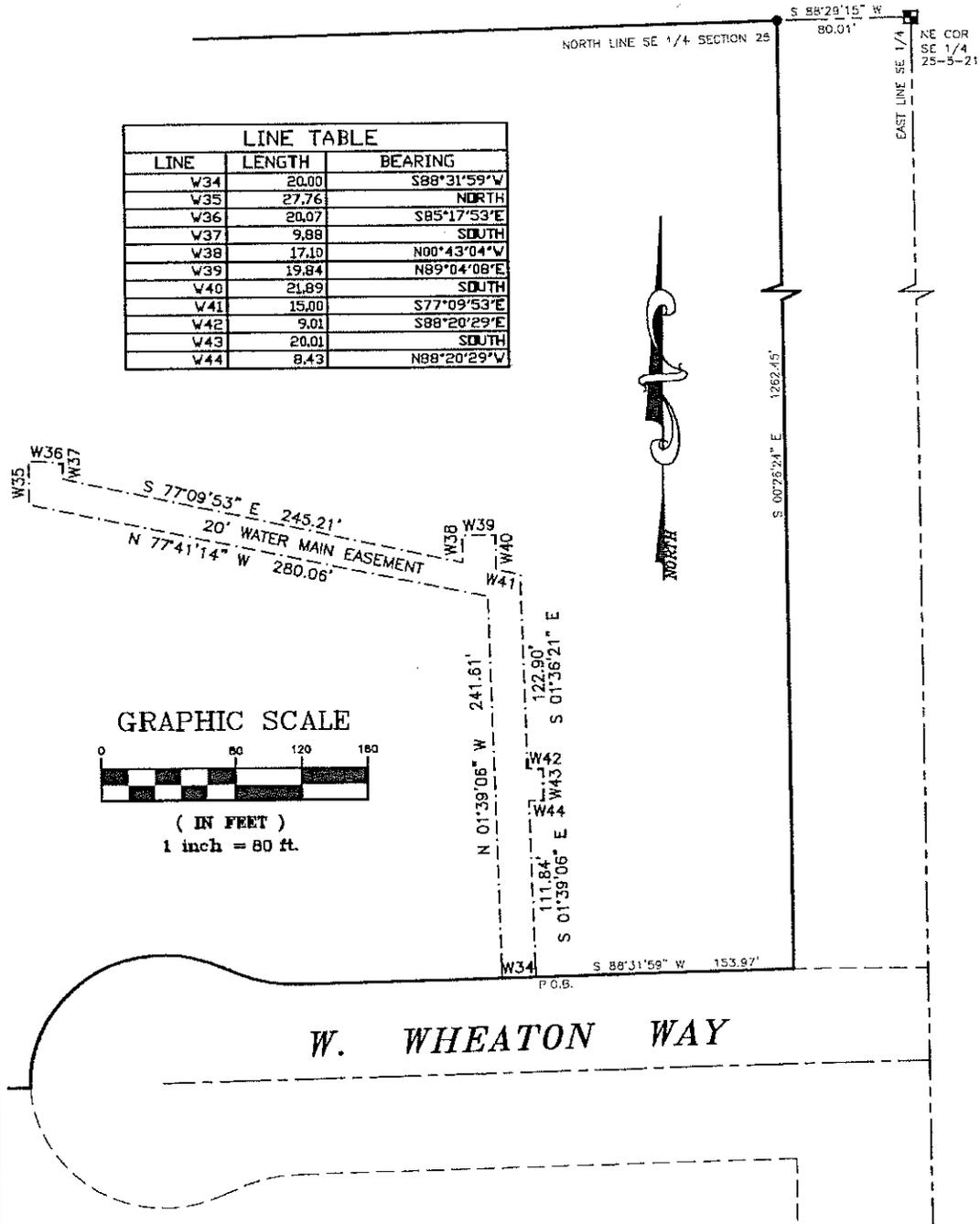
EXHIBIT A

DEPICTION OF UTILITY EASEMENT WATER MAIN

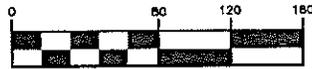
**UTILITY EASEMENT
WATER MAIN**

LOT 1, CERTIFIED SURVEY MAP NO. 8316, BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SECTION 25, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

LINE TABLE		
LINE	LENGTH	BEARING
W34	20.00	S88°31'59"V
W35	27.76	NORTH
W36	20.07	S85°17'53"E
W37	9.88	SOUTH
W38	17.10	N00°43'04"V
W39	19.84	N89°04'08"E
W40	21.89	SOUTH
W41	15.00	S77°09'53"E
W42	9.01	S88°20'29"E
W43	20.01	SOUTH
W44	8.43	N88°20'29"V



GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

JOEHNK ENGINEERING GROUP

3073 SOUTH CHASE AVENUE, SUITE 311
MILWAUKEE, WI 53207
414.331-9019

R **RIGHT LINE**
LAND SURVEYING

337 S. 65TH ST.
MILWAUKEE, WI
(414) 803-8355

EXHIBIT B

DESCRIPTION OF UTILITY EASEMENT WATER MAIN

A PART OF LOT 1, CERTIFIED SURVEY MAP NO. 8316, BEING PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 25, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID ¼ SECTION; THENCE SOUTH 88°29'15" WEST ALONG THE NORTH LINE OF SAID ¼ SECTION 80.01' TO A POINT ON THE WEST LINE OF SOUTH 27TH STREET AND THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00°26'24" EAST ALONG THE WEST LINE OF SAID STREET 1262.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 88°31'59" WEST ALONG THE NORTH LINE OF WEST WHEATON WAY 153.97 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 88°31'59" WEST ALONG SAID NORTH LINE OF SAID WHEATON WAY 20.00 FEET; THENCE NORTH 01°39'06" WEST 241.61 FEET; THENCE NORTH 77°41'14" WEST 280.06 FEET; THENCE NORTH 27.76 FEET; THENCE SOUTH 85°17'53" EAST 20.07 FEET; THENCE SOUTH 9.88 FEET; THENCE SOUTH 77°09'53" EAST 245.21 FEET; THENCE NORTH 00°43'04" WEST 17.10 FEET; THENCE NORTH 89°04'08" EAST 19.84 FEET; THENCE SOUTH 21.89 FEET; THENCE SOUTH 77°09'53" EAST 15.00 FEET; THENCE SOUTH 01°36'21" EAST 122.90 FEET; THENCE SOUTH 88°20'29" EAST 9.01 FEET; THENCE SOUTH 20.01 FEET; THENCE NORTH 88°20'29" WEST 8.43 FEET; THENCE SOUTH 01°39'06" EAST 111.84 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 11,205 SQUARE FEET.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	SUBJECT: Authorization for certain officials to authorize agreement extension for street and utility construction inspection services for the years 2013 and 2014	12/4/12 ITEM NO. <i>6.9.</i>

BACKGROUND

Please be advised that pursuant to Common Council policy, to supplement the City Engineering Department, consultant engineering firms are employed to inspect the installation of public utilities and construction of roadways in public right-of-ways and easements.

ANALYSIS

The term of consultant employment is typically for two years. The existing charge out rates have not been increased since 2008.

It is either necessary to advertise and go through a new selection process or extend the present agreement with the firms presently working in the City.

The present need for inspection of public facilities (sewers, water and roads) continues to be down. The present three firms used in an ongoing rotation are:

R.A. Smith National
 Ruekert and Mielke
 Graef

Each has proved to adequately perform and are seeking assurance of inspection work to maintain staffing levels. Given these firms have enough qualified personnel including much needed supervision for coordination, it is the recommendation of staff to extend agreements for 2013 and 2014.

OPTIONS

- Extend agreements for 2013 and 2014
- Go through selection process of consultant services

FISCAL NOTE

Rates of compensation for inspection services will be negotiated based on existing rates and will be common for all firms employed for the 2013 and 2014 years.

RECOMMENDATION

Motion to authorize certain officials to extend agreements for street and utility construction inspection services for years 2013 and 2014.

RJR/sg
 Encl.

CONSTRUCTION SERVICE RATES 2013 AND 2014

CITY OF FRANKLIN

2013 – 2014

POSITION	2008	GRAEF	R-M	RA SMITH	RECOMMENDED
Construction Supervisor	\$98	\$116	\$120	\$118	\$116
Tech III	\$73	\$80	\$83	\$111	\$83
Tech II	\$62	\$70	\$75	\$90	\$74
Tech I	\$50	\$57		\$68	\$58
Survey Crew (two person)	\$146	\$166		\$164	\$164
Survey Crew (one person)	\$112	\$120		\$140	\$120
Cadd Tech IV	\$87	\$95	\$77	\$97	\$92

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 12-4-12
Reports & Recommendations	SUBJECT: A resolution authorizing officials to execute an engineering services agreement with Graef, Inc. for the extension of sanitary sewer and/or water main on the west side of S. 76th Street between W. Faith Drive and W. Puetz Road	ITEM NO. <i>G.10.</i>

BACKGROUND

Pursuant to the direction of the Common Council at their regular meeting of September 18, 2012, staff is proceeding with the necessary action to complete the extension of sanitary sewer and water main on the west side of S. 76th Street in the area that Milwaukee County plans to reconstruction in 2014. The next step in this process is to select a consulting engineering firm to develop the plans and specifications for the proposed extensions.

ANALYSIS

The design of the proposed sanitary sewer and water main extension, which will provide for service to property (infilling), is a basic design project that could be completed by about any engineering firm. Staff is recommending the selection of Graef, Inc. due to their familiarity with the City design standards and utilize specifications that meet the requirements of the City Attorney; therefore, less staff time will be necessary during the design, bidding and administration of this project.

OPTIONS

Adopt resolution
or
Table

FISCAL NOTE

The cost of the design and construction of the sanitary sewer and water main will be financed through the process of special assessment with the oversize being taken from the connection fee/impact fee accounts.

RECOMMENDATION

Motion to adopt Resolution No. 2012- _____, a resolution authorizing officials to execute an engineering services agreement with Graef, Inc. for the extension of sanitary sewer and/or water main on the west side of S. 76th Street between W. Faith Drive and W. Puetz Road

JMB/db

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2012 - _____

A RESOLUTION AUTHORIZING OFFICIALS
TO EXECUTE AN ENGINEERING SERVICES AGREEMENT
WITH GRAEF, INC.
FOR THE EXTENSION OF SANITARY SEWER AND/OR WATER MAIN
ON THE WEST SIDE OF S. 76TH STREET
BETWEEN W. FAITH DRIVE AND W. PUETZ ROAD

WHEREAS, Milwaukee County is planning to reconstruct S. 76th Street from W. Terrace Drive and W. Margaret Lane during the 2014 construction season; and

WHEREAS, in the area of the proposed extension of S. 76th Street a number of properties are not serviced by either sanitary sewer or water main or both; and

WHEREAS, the extension of sanitary sewer and water main prior to the reconstruction of S. 76th Street will eliminate construction for sanitary sewer or water main that has a potential of damaging the new pavement; and

WHEREAS, a proposal for engineering services for this sanitary sewer and water main extension has been submitted by Graef, Inc.; and

WHEREAS, Graef, Inc. has successfully designed a number of sanitary sewer and water main extensions and are familiar with the City's specifications for sanitary sewer and water main construction; and

WHEREAS, funds for engineering services, as well as for construction of these extensions are available through special assessment revenue and the sewer and water connection/impact fee fund;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized to execute an agreement whereby Graef, Inc. shall provide engineering services for the extension of sanitary sewer and water main on the west side of S. 76th Street between W. Faith Drive and W. Puetz Road.

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

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

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

JMB/db

- RES. 2012-6837
LAND COMBINATION
NICHOLAS MAZOS
AND JUNE MAZOS
- G.4. Alderman Taylor moved to adopt Resolution No. 2012-6837, A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR TAX KEY NOS. 930-0006-000 AND 930-9995-003 (4416 WEST OAKWOOD ROAD AND 4625 WEST OAKWOOD PARK DRIVE) (NICHOLAS MAZOS AND JUNE MAZOS, APPLICANTS). Seconded by Alderman Schmidt. All voted Aye; motion carried.
- RES. 2012-6838
LAND COMBINATION
5C INVESTMENTS LLC
- G.5. Alderman Taylor moved to adopt Resolution No. 2012-6838, A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR TAX KEY NOS. 930-0006-000 AND 930-9995-003 (4625 WEST OAKWOOD PARK DRIVE AND 4416 WEST OAKWOOD ROAD) (5C INVESTMENTS LLC, APPLICANT). Seconded by Alderman Wilhelm. All voted Aye; motion carried.
- SPECIAL EXCEPTION
DAVID W BEHRENS
- G.6. Alderman Skowronski moved to table to the October 2, 2012 Common Council meeting, the Standards, Findings and Decisions of the City of Franklin Common Council upon the application of David W. Behrens, Principle of GreenbergFarrow Architecture, Inc. for a Special Exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderman Schmidt. All voted Aye; motion carried.
- CHANGE ORDER NO. 1
W OAKWOOD RD.
- G.7. Alderman Taylor moved to authorize the City Engineer to sign Change Order No. 1 for the W. Oakwood Road water main extension from 400 feet west of S. 34th Street to 4,200 feet west of S. 34th Street and 1,000 feet north in an easement from W. Oakwood Road to W. Oakwood Park Drive, Project 2011-WU101 for a reduction in cost of \$4,574.24, reducing the cost from \$509,187.00 to \$504,612.76 due to a reduction in actual quantities used. Seconded by Alderman Solomon. All voted Aye; motion carried.
- SANITARY SEWER
AND/OR WATER MAIN
S 76TH ST.
- G.8. Alderman Solomon moved to direct staff to proceed with the necessary action to extend sanitary and/or water main in the areas without such facility located on the west side of S. 76th Street between W. Puetz Road and W. Faith Drive in advance of the reconstruction of S. 76th Street in 2014 by Milwaukee County with the understanding that a special assessment public hearing will be necessary prior to proceeding and to inform the property owners of this decision. Seconded by Alderman Skowronski. All voted Aye; motion carried.
- RES. 2012-6839
STORM WATER
MANAGEMENT BASINS
- G.9. Alderman Schmidt moved to adopt Resolution No. 2012-6839, A RESOLUTION AWARDED A PROPOSAL TO CERTIFY CERTAIN STORM WATER MANAGEMENT BASINS. Seconded by Alderman Skowronski. All voted Aye; motion carried.

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



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November 26, 2012

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

Subject: S. 76th Street Water Main and Sanitary Sewer Extensions
Professional Services

Dear Mr. Bennett:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to the City of Franklin (Client). This proposal is for professional services for the preliminary design, final design, bid and construction phase for the S. 76th Street water main and sanitary sewer extensions. The four water main extensions (approximately 2,800 feet) are between W. Puetz Road and approximately 1,500 feet north of W. Drexel Avenue on the west side. The three sanitary sewer extensions (approximately 1,500 feet) are between Forest Hill Avenue and approximately 1,500 feet north of W. Drexel Avenue on the west side. An executed copy of this proposal will become our Agreement. This proposal is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

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

- Project management
- Topographic survey
- Preparation of plan and profile drawings
- Preparation of drawings for details
- Preparation of a project manual including special provision and bidding and contract forms
- Preparation of preliminary and final opinions of probable cost
- Preparation of applications for water main extension permit from the Wisconsin Department of Natural Resources
- Preparation of sanitary sewer extension permit from MMSD and the Wisconsin Department of Natural Resources
- Attendance at bid opening and preparation of a tabulation of bids.

For all Basic Services detailed above, Client agrees to compensate GRAEF \$48,900 on a lump sum basis, plus reimbursable expenses. Reimbursable expenses include express mail and delivery charges, mileage, soil borings, permitting fees, and plan production.



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

- | | |
|----------------------------------|-----------------------|
| • Notice to Proceed | December 5, 2012 |
| • Preliminary Plans | February 15, 2013 |
| • Public Hearing | March 4, 2013 |
| • Final Plans | March 15, 2013 |
| • Advertisement for Bids | March 21 and 28, 2013 |
| • Bid Opening | April 4, 2013 |
| • Contract Award | April 16, 2013 |
| • Start Construction | June 3, 2013 |
| • Project Substantially Complete | August 9, 2013 |

At your written request, GRAEF will provide the following optional Additional Services for additional compensation as detailed below:

- Plats and legal descriptions for easements
- Milwaukee County coordination and S. 76th Street proposed road plans
- Wetland delineations and report
- Applications for Army Corps of Engineers and Wisconsin Department of Natural Resources permits to cross streams and wetlands
- Additional utility design/adjustments due to the future widening of S. 76th Street
- Preparation of traffic control/detour/staging plans
- Public hearing attendance
- Assessment report preparation
- Construction inspection
- Construction contract administration
- Construction staking
- Preparation of record drawings
- Natural Resources Protection Plan

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

- Water and sanitary sewer system mapping
- Topography mapping
- Record drawings of existing utilities
- Assessor's plats
- Names, addresses and legal descriptions for adjoining parcels
- Review of preliminary and final contract documents
- Negotiation of easements
- Contract for and pay for soil borings and geotechnical recommendations
- Invite citizens to public information meetings and secure facility
- Right of way information and easements



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For all optional Additional Services, Client agrees to compensate GRAEF on an hourly rate of personnel assigned plus reimbursable expenses such as permitting fees, mileage and construction photographs.

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

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

Sincerely,

Graef-USA Inc.

Accepted by: City of Franklin

Michael N. Paulos, P.E. LEED AP
Municipal Market Team Leader
Principal

(Signature)

Paul R. Eiring, P.E.
Vice President

(Name Printed)

(Title)

Date : _____



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on November 26, 2012 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of Franklin (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

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

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



collaborate / formulate / innovate

Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

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

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

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

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

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

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

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

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

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

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/04/2012
REPORTS & RECOMMENDATIONS	Authorization For The Department Of Public Works To Sell Surplus Vehicles and Equipment	ITEM NUMBER <i>G.11.</i>

At the October 9, 2012 Board of Public Works meeting board members authorized staff to post for sale unit #733, a Ford 8000 single axle dump with snowplow, patrol wing and salt spreader, unit #60, a Case 1845C skid steer with bucket, and unit #706, a Ford Crown Victoria sedan. Staff has set a minimum bid and has posted each unit for sale on Wisconsin Surplus, an online auction surplus website. There is no cost to the seller. The units will be parked in front of the Franklin Public Works Garage posted with "For Sale" signs and interested parties will be directed to the Wisconsin Surplus website (www.wisconsin-surplus.com) for bidding. The auction will close on December 4, 2012 at 10:00a.m., and staff is requesting to sell each unit if the minimum bid is met.

COUNCIL ACTION REQUESTED

Authorization for staff to accept the highest bid received on the Wisconsin Surplus website and sell units #733, #60 and #706.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/04/12
REPORTS & RECOMMENDATIONS	Committee of the Whole Recommendations	ITEM NUMBER <i>G.12.</i>

The Council may act on recommendations from the Committee of the Whole meeting on December 3, 2012.

- A. Recap from Civic Celebrations Commission of 2012 activities, and request for funding and authorization to sign contracts for 2013 in an amount not to exceed \$64,050.
- B. Memo from Craig Kammholz, Milwaukee County Fiscal and Budget Administrator, to Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors, regarding a Memorandum of Understanding with the City of Milwaukee Police Department to Provide Park Patrol and Cellular 9-1-1 Response Services (from 10/16/12 Common Council meeting).
- C. Milwaukee County change of administrative authority for the Milwaukee County Correctional Facility-South (from 11/13/12 Common Council meeting).

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/4/2012
Licenses and Permits	Miscellaneous Permits	ITEM NUMBER <i>H.1.</i>

See attached list from meeting of December 4, 2012

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Alderman's Room

December 4, 2012 – 5:30 pm

1.		Call to Order & Roll Call	Time		
2.		License Application Reviews	Recommendations		
Type/ Time	Applicant Information		Approve	Hold	Deny
Operator 2012-13 6:00 p.m.	Najera, Ali L 8627 W Cascade Dr Franklin, WI 53132 Employer to be determined				
Operator 2012-13 6:05 p.m.	Young, Faye M 6156 S 42 nd St Greenfield, WI 53221 Romey's Place				
Operator 2012-13 6:10 p.m.	Kowalski, Kristin J 11210 W Six Mile Rd Franksville, WI 53126 Wal-Mart Store #1551				
Operator 2012-13	Gaglianello, Gino J 5873 Riverside Dr Greendale, WI 53129 Three Cellars				
Operator 2012-13	McGinnis, Eileen M 4825 W College Ave #150 Greendale, WI 53129 Country Lanes				
Operator 2012-13	Wagner, Katherine F 8965 S 47 th St Franklin, WI 53132 Hanley's Grille & Bar				
People Uniting for the Betterment of Life and Investment in the Community (PUBIC) Grant	Fleet Reserve Association Branch 14 - Scholarships Fee Waivers: Labor Day Fair Permit Date of the Event(s): 9/1-9/2/2013 Location: St Martins Fair				
People Uniting for the Betterment of Life and Investment in the Community (PUBIC) Grant	Franklin Historical Society - Barn Raising Fee Waivers: Bldg Permits Date of the Event: to be determined – building barn Location: Legend Park I				
People Uniting for the Betterment of Life and Investment in the Community (PUBIC) Grant	Franklin Lions & Lioness Club – Mtgs & Fund Raisers Fee Waivers: St Martins Fair Permits, Park Permits, Temporary Class B Beer & Wine Licenses and Temporary Operators Licenses Date of the Event(s): 3/30, 7/23, 8/13, 8/27 9/1-9/2/2013 Location: St Martins Fair, Legend Park 1 and Ken Windl				
People Uniting for the Betterment of Life and Investment in the Community (PUBIC) Grant	Franklin Park Concerts – Free Concerts Fee Waivers: Park Permits, Band Shell fees, Temporary Entertainment and Amusement License Date of the Event(s): 6/23, 7/21, 8/4, 8/18/2013 Location: Legend Park I				

<p>People Uniting for the Betterment of Life and Investment in the Community (PUBIC) Grant</p>	<p>Franklin Police Dept – National Night Out Kick-off Fee Waivers: Park Permit, Temporary Entertainment & Amusement, Food Lic Date of the Event(s): 8/5/2013 Location: Library, Library Parking Lot and Legend Park 1 Baseball Field Area</p>			
<p>People Uniting for the Betterment of Life and Investment in the Community (PUBIC) Grant</p>	<p>Forest Park Middle School – Charity Fund Raiser Fee Waivers: Park Permits, Date of the Event(s): 5/13/2013 - Rain Date 6/7/13 Location: Lions Legend Park I and II</p>			
<p>People Uniting for the Betterment of Life and Investment in the Community (PUBIC) Grant</p>	<p>Knights of Columbus - Arts & Crafts Show Fee Waivers: Extraordinary Event, Temporary Class B Beer License and Temporary Operators License Date of the Event(s): 9/1/2013 Location: Sacred Heart School of Theology</p>			
<p>People Uniting for the Betterment of Life and Investment in the Community (PUBIC) Grant</p>	<p>RAMS Club – Rainbow Aero Modelers Society Fee Waivers: Temporary Entertainment & Amusement & Food License Date of the Event(s): 7/27 & 7/28/2013 Location: 7200 W Oakwood Rd – R.A.M.S. Field</p>			
<p>People Uniting for the Betterment of Life and Investment in the Community (PUBIC) Grant</p>	<p>Safety City/Health Dept Fee Waivers: Park Permit Date of the Event(s): 7/8 – 7/19/2013 & 8/12 – 8/23/2013 Location: Ken Windl Park</p>			
<p>People Uniting for the Betterment of Life and Investment in the Community (PUBIC) Grant</p>	<p>Saint Martin of Tours - Fund Raisers Fee Waivers: Labor Day Fair Permit, Temporary Class B Beer & Wine Temporary Entertainment & Amusement and Temp Operator Licenses Date of the Event(s): 4/13, 5/17-19, 9/1-2 Fall & Spring fund raiser dates to be determined Location: St Martins Fair and Saint Martin of Tours Church or School</p>			
<p>People Uniting for the Betterment of Life and Investment in the Community (PUBIC) Grant</p>	<p>Saint Paul's Lutheran School – Community Out Reach Fee Waivers: Park Permit Date of the Event(s): 5/30/2013 Location: Lions Legend Park II</p>			
<p>People Uniting for the Betterment of Life and Investment in the Community (PUBIC) Grant</p>	<p>VFW Post 10394 Franklin-Hales Corners – Fund Raiser Fee Waivers: Temporary Entertainment & Amusement, Temporary Class B Beer and St Martins Fair Permit Date of the Event(s): 9/1-2/2013 Location: St Martins Fair</p>			
<p>People Uniting for the Betterment of Life and Investment in the Community (PUBIC) Grant</p>	<p>Victory of the Lamb Church – Fall Family Festival Fee Waivers: Park Permit, Temp Entertainment & Amusement, Food License Date of the Event(s): 10/12/2013 Location: Lions Legend Park I</p>			
<p>People Uniting for the Betterment of Life and Investment in the Community (PUBIC) Grant</p>	<p>Xaverian Missionaries – Annual Festival Fee Waivers: Extraordinary Event License, Temporary Class B Beer and Wine License, Temporary Operator Licenses, Temporary Food License, and Sign Permits Date of the Event(s): 6/22-23/2013 Location: 4500 Xavier Dr</p>			
<p>3.</p>	<p>Adjournment</p>	<p>Time</p>		

*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>Slw</i> <i>AR</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/4/12
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I.1.</i>

Provided for Council approval is a list of vouchers dated November 19, 2012 Nos. 145036 through 145086 in the amount of \$809,888.67.

Provided separately for Council approval is a list of vouchers Nos. 145087 through Nos. 145352* in the amount of \$1,403,689.46. Included in this listing is \$25,366.10 in library vouchers.

*** Voided check Nos. 145097 through 145204 due to printer jam.

The net city vouchers for December 4, 2012 are \$1,378,323.36.

Approval is requested for the net payroll dated November 16, 2012 in the amount of \$ 357,908.00.

Approval is requested for the net payroll dated November 30, 2012 in the amount of \$374,152.21

COUNCIL ACTION REQUESTED

Motion approving new City vouchers in the range Nos. 145036 through 145086 in the amount of \$ 809,888.67 dated November 19, 2012.

Motion approving net City vouchers in the range Nos. 145087 through Nos. 145352 in the amount of \$1,378,323.36 dated December 4, 2012.

Motion approving net payroll dated November 16, 2012 in the amount of \$357,908.00.

Motion approving net payroll dated November 30, 2012 in the amount of \$374,152.21.