

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, JANUARY 10, 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. Economic Development Elements of the City of Franklin 2025 Comprehensive Master Plan: Staff Report on Economic Development in the City, Projects Approved, and Economic Development Activities Accomplished and as may be Proposed.
- C. Approval of Minutes
 - 1. Approval of regular meeting of December 20, 2011.
- D. Hearings
- E. Organizational Business
- F. Letters and Petitions
- G. Reports and Recommendations
 - 1. Donation from Institutional Capital Management in the amount of \$50 to the Health Department.
 - 2. Resolution Authorizing the Issuance and Sale of Up to \$27,562,754 General Obligation Sewerage System Promissory Notes, Series 2012, and Providing for Other Details and Covenants With Respect Thereto.
 - 3. Resolution Authorizing Redemption of \$6,150,000 in General Obligation Promissory Notes, Dated August 15, 2005.
 - 4. Recommendation from the Director of Finance and Treasurer to establish additional Small Business Administration (SBA) Repurchase Agreements as authorized investment vehicles.
 - 5. Recommendation from the Police Chief regarding Corporal and Sergeant Positions in the Police Department.
 - 6. Resolution approving a revised job description for the position of Patrol Officer.
 - 7. Ordinance to Amend the Municipal Code to Increase the Ambulance Service Fees for Basic Life Support Service and Transport.
 - 8. Ordinance to amend Section 15-3.0415 of the Unified Development Ordinance Planned Development District No. 10 (Riverwood Village-Paul Bouraxis Development) to authorize a Gordon Food Service Marketplace Store (at approximately 6919 S. 27th Street) (GFS Marketplace Realty Five LLC, applicant).
 - 9. Resolution supporting the application of Transpak Corporation to designate its property located at 4700 W. Ashland Way as a Foreign Trade Zone.

10. Consideration of the installation of sanitary sewer and water main in South 76th Street prior to Milwaukee County reconstruction of South 76th Street between West Terrace Drive and West Puetz Road in 2013.
11. Authorization to proceed with the acquisition of right-of-way from two parcels for the construction of a trail on the west side of S. 51st Street from the south line of St. Paul's Lutheran Church to W. Princeton Drive.
12. Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2012, with JSA Civil Environmental Engineers, Inc.
13. Committee of the Whole Recommendations
 - A. Proposed policy relative to sewer extension and cost recovery for the Ryan Creek Interceptor Public Sanitary Sewer Project and currently unsewered public sanitary sewer service areas in the City.
 - B. Ordinance to repeal the Office of Director of Finance and Treasurer, to create the Office of Treasurer, and to amend the Municipal Code as it pertains to such positions.
 - C. Wisconsin Act 97 regarding closing hours for Class "A" Establishments- consideration of amending Franklin Municipal Code to prohibit Class "A" fermented malt beverage sales from 12 midnight to 6:00 a.m. (sales currently prohibited from 9:00 p.m. to 8:00 a.m., per Franklin Municipal Code).
14. Creating Finance Director and Treasurer job descriptions and amending the job description for the Director of Administration.

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.

[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:

January 19	Plan Commission	7:00 p.m.
January 24	Common Council	6:30 p.m.



CITY OF FRANKLIN



B.2.a.

REPORT TO THE PLAN COMMISSION

Item III.A.

Meeting of January 5, 2012

Economic Development Elements of the City of Franklin 2025 Comprehensive Master Plan: Staff Report on Economic Development in the City, Projects Approved, and Economic Development Activities Accomplished and as may be Proposed

RECOMMENDATION: No action required.

Project Name:	Economic Development Elements of the City of Franklin 2025 Comprehensive Master Plan
Applicant:	City of Franklin
Action Requested:	No action required, for informational purposes only.

INTRODUCTION:

Although the effects of the recession of 2007 – 2009 are still being felt by local units of government across the nation, including the City of Franklin, Franklin appears to have fared better than many other communities. While many factors can be attributed to Franklin’s economic health, not the least of which is the strength and success of the City’s existing businesses, new growth and development -- and the policies and regulations which guide them -- are important factors as well.

Both the Planning Department and the Plan Commission play a particularly important role in the interface between new growth and development and the policies and regulations which guide them. In keeping with their responsibilities, the Department and the Commission utilize the Unified Development Ordinance (UDO) and the Comprehensive Master Plan (CMP) to guide their review of development projects. However, it is important to remember that the UDO and the CMP are not, and should not be perceived as, barriers to development. Rather, they are the tools by which the City guides growth and development so that it occurs in a manner that contributes to the public’s health, welfare, and safety.

Utilizing the Unified Development Ordinance and the Comprehensive Master Plan in this manner, the Planning Department and the Plan Commission reviewed and/or approved 13 projects that involved new development or significant building additions or improvements (for which building permits were pulled or construction started in 2011). These projects, which combined are valued at about \$18.7 million, included:

- Baptista’s building addition (\$11,000,000), expedited review and additional assistance was provided by the Planning Department for the CDA.
- Walgreens new construction (\$1,600,000), expedited review was provided by both the Planning Department and the Plan Commission.
- Franklin Meadows new building construction (\$1,500,000), review was provided by both the Planning Department and the Plan Commission.
- Steele Solutions building addition (\$1,216,000), expedited review was provided by the Planning Department for the CDA.
- Foresthill Highlands new construction, phase 2, (\$1,063,000), reviewed and approved by the Planning Department and the Plan Commission.
- Target tenant alteration (\$750,000), reviewed and approved by the Planning Department.
- Maybar Manufacturing Company building addition (\$350,000), expedited review was provided by the Planning Department for the CDA.

- Planet Fitness tenant build out (\$341,000), reviewed by both the Planning Department and the Plan Commission.
- Dunham's Sports tenant build out (\$300,000), reviewed and approved by the Planning Department.
- Anytime Fitness tenant build out (\$180,000), review was provided by both the Planning Department and the Plan Commission.
- Transportation Security Administration tenant build out (\$172,000), reviewed and approved by the Planning Department.
- AAA Wisconsin tenant build out (\$125,000), reviewed and approved by the Planning Department.
- South Shore Orthopedics tenant build out (\$115,000), expedited review and approval was provided by the Planning Department.

In 2010, 15 projects with a combined value of about \$23.5 million were reviewed and/or approved by the Planning Department and/or the Plan Commission. In 2009, 13 projects with a combined total of about \$13 million were reviewed and/or approved. And in 2008, 21 projects with a combined value of about \$27.4 million were reviewed and/or approved. This information clearly demonstrates that the City remains an attractive location for growth and development, even during a period of economic uncertainty. Review of these projects also clearly shows the quality of development that is continuing to occur within the City.

The City's economic development related policies and guidelines are set forth in the Comprehensive Master Plan either directly through identification of the commercial corridors -- as recommended by the former Economic Development Commission for example, or indirectly through incorporation of other policies, reports or documents -- such as the 70/30 goal adopted by the Common Council in 2005 for instance. Together with the UDO, these resources can be considered the City's economic development plan. Further information about the economic development related policies, reports, and documents are discussed in the next section of this report.

COMPREHENSIVE MASTER PLAN:

The following information includes an excerpt from a report given to the Community Development Authority in July 2011.

The importance of economic development to the *City of Franklin 2025 Comprehensive Master Plan* cannot be overstated. Not only is an entire chapter devoted to this topic, but the CMP itself is founded upon a number of guiding principles, goals and objectives pertaining to economic development. These include, among others:

- The City of Franklin Vision Statement, which is incorporated into the CMP and states that:

“The City’s vision is to enhance the quality of life for present and future generations by providing economic growth through the highest quality of residential, recreational, and business development in Southeastern Wisconsin”.
- The City of Franklin Mission Statement, which is incorporated into the CMP and states in part that:

“The future of Franklin is founded on quality development that includes smaller and mixed-use commercial centers and corridors, that provides for new office parks that

attract knowledge-workers and information industries to the community, while continuing to develop and maintain quality residential areas that provide a wide-range of housing opportunities to support the needs of working professionals, seniors, and families”.

Furthermore, the Comprehensive Master Plan is based upon the input, findings, and recommendations of earlier plans and studies, not the least of which include:

- The Tichnor, R. A. Smith, Crossroads Trade Area, and South 27th Street Corridor reports and plans. Information from these reports and plans are utilized throughout the Economic Development and Land Use chapters. In particular, these reports (and the 70/30 Goal) formed the basis of many of the goals and objectives within the Economic Development chapter.
 - The “*Franklin First, Strategies to Bring Balance to Franklin’s Tax Base, the City of Franklin Economic Development Strategic Plan*”, dated March 2000 (commonly referred to as the Tichnor report). This report, which was accepted by the Common Council by Resolution NO. 2000-5033, provides the City with a working document as the City proceeds towards careful consideration of future City development plans.
 - The “*Franklin First Development Plan: Site Planning, Preliminary Engineering, Feasibility Analysis, and Financial Analysis for the City of Franklin*”, dated October 2001 (commonly referred to as the R.A. Smith report). This report, from which the Common Council adopted Area C as an amendment to the Comprehensive Master Plan by Resolution NO. 2001-5321, provided preliminary design, engineering, site planning, and financial analysis for five of the 12 areas selected in the Tichnor report.
 - The minutes of the Common Council’s June 29, 2005, special meeting pertaining to the City’s goal to obtain a 70/30 ratio of residential to commercial assessed valuation (commonly referred to as the 70/30 Goal).
 - The *South 27th Street Corridor Plan*, dated February 2005. This plan, which was adopted by the Common Council by Resolution NO. 2005-5822, as an amendment to the Comprehensive Master Plan as a guide for future development within the areas adjacent to South 27th Street.
 - The *City of Franklin Crossroads Trade Area Regulating Plan*, dated November 2004. This plan, which was adopted by the Common Council by Resolution NO. 2004-5740, as an amendment to the Comprehensive Master Plan as a guide for future development within the area adjacent to STH 36/Loomis Road and STH 100/Ryan Road.
- A study by the Economic Development Commission to identify the best locations within the City for commercial development.
- Certain elements of the Unified Development Ordinance, and the previous Comprehensive Master Plan, are specifically incorporated into the current CMP, including promotion of such mixed use zoning districts as the Civic Center and Village Business districts, and maintaining an emphasis upon the City’s suburban character but with particular areas reserved for more urban type uses and densities.

The Comprehensive Master Plan also contains a number of economic development related recommendations (primarily within the Economic Development and the Land Use chapters), including:

- Preparation of an Economic Development Plan. This recommendation is intended to provide the City an opportunity to pursue a number of tasks including:
 - Development of a specific formula for calculating the 70/30 ratio.
 - Creation of an Ambassador and/or Ombudsman program to help new and existing businesses through the development review process and/or provide them other non-financial assistance.
 - Preparation of new business development strategies for the City, such as promotional materials, a revolving loan fund program, site visits, etc.
 - Development and maintenance of business related inventories and databases.
- Establishment of an ongoing economic development program for the City comprised of efforts, activities, strategies, practices, and programs as determined by the Common Council.

Lastly, it can be noted that one particularly important recommendation of the Comprehensive Master Plan -- to consider improvement of the City's development review/approval processes -- is well underway and a number of successful improvements have been implemented. This includes:

- Creation of the Development Review Team (senior staff members specifically tasked to provide preliminary review of development proposals early in the City's development review process) overseen by the Planning Department¹.
- Changes to shorten and streamline the City's development review process timeframes (including Planning Department review and coordination with other city departments)².
- Approval of a number of Unified Development Ordinance text amendments initiated by or with substantial involvement from Planning Department staff, to further streamline the development review process.³

RECENT ECONOMIC DEVELOPMENT RELATED INITIATIVES:

The following information includes an excerpt from a December 8, 2011 Plan Commission staff report.

Over the past six months, the City of Franklin has undertaken a number of initiatives in order to place it in a better position to address economic development related issues and to better respond to economic development related proposals. A brief summary of some of these initiatives is set forth below.

By Ordinance dated June 21, 2011, the Common Council restructured the Economic Development Commission into the Forward Franklin Economic Development Committee.

¹ Staff has received a number of favorable comments from applicants about the Development Review Team process.

² Preliminary indications are that the time of review from initial submittal to Plan Commission review has decreased on average by about 30 percent since these changes were implemented.

³ UDO text amendments in this regard include creation of a Minor Site Plan Amendment process and off-street parking standard reductions.

“The purpose of the Forward Franklin Economic Development Committee is to promote and enhance the City of Franklin; to actively pursue, within the goals and guidelines of the Common Council of the City of Franklin, Wisconsin, commercial and industrial business development/investment for relocation into the City of Franklin to achieve a balanced tax base; to work with the business community in the retention and expansion of the businesses already within the City; and to promote the City in various manners as an excellent place to live and do business.”

The Forward Franklin Committee has subsequently undertaken a number of assignments including:

- Created a Marketing sub-committee to help improve the City’s website from a marketing standpoint and to help prepare marketing materials for the City of Franklin.
- Together with representatives from the Community Development Authority, are working on a Tax Incremental District No. 2 closure recognition gathering event.
- Provided review and comment on a concept review for a proposed aquaponics development, and forwarded a recommendation of support to the Common Council.
- Are regularly reviewing other community’s economic development related efforts in order to consider their possible applicability to the City of Franklin.

The Community Development Authority, at its September 21, 2011 meeting, approved a development incentive grant for Baptista’s Bakery Inc. planned building expansion.

The Mayor has directed that the Administration and Planning Departments provide assistance to these boards and commissions in furtherance of their economic development related efforts. In response, the Planning Department has:

- Updated the City website, primarily the Business Page, including:
 - the addition of new links to various economic development related agencies, organizations, programs and services; and
 - updated existing databases of approved developments, and associated tables, charts, and maps.
- Provided information to the CDA and Forward Franklin to help in their economic development related efforts, including a CD of a comprehensive collection of the City’s economic development related plans and reports.
- Nearly completed a comprehensive revision of the Economic Resource Guide which will provide a summary of various economic development related information, including demographics, amenities, and services provided within the City, as well as a summary of the areas within the City which are targeted for commercial/non-residential development (*a draft copy of this document will be provided separately*).

UPCOMING ECONOMIC DEVELOPMENT RELATED EFFORTS:

A number of economic development related efforts are currently underway, including:

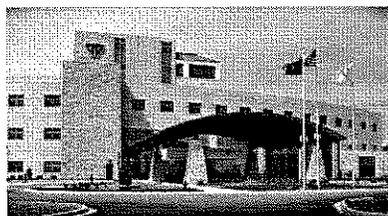
- Further revisions to the Business page of the City’s website, including efforts by the Forward Franklin Committee to make it more user-friendly and to take advantage of social media opportunities, and by the Planning Department to add more data to the website, such as maps of the numerous amenities provided within the City. Planning Department staff will also strive to maintain all of this information on a regular basis.

- When completed, the Economic Resource Guide will be utilized as an important component of the City's marketing materials, and will be formatted as to enable its provision in a variety of ways (hard copy, online, smart phone compatible, etc.).
- A comprehensive update of the City's database of existing businesses is currently underway by the Planning Department. It is envisioned that this database will be used in the business retention program, monitoring of geographic regions, developing a business survey, etc. Staff will strive to maintain this database on a regular basis.
- Codification of the current UDO and establishment of a method to regularly maintain it.

It is envisioned that additional efforts will be undertaken by staff, Forward Franklin, the Community Development Authority, and/or the Common Council, including:

- Further consideration of a formalized economic incentive program.
- Expansion and formalization of a business retention and recruitment program.
- Creation of additional economic development strategies, possibly to include preparation of a comprehensive Economic Development Plan.
- Further work toward an economic development Action Plan to coordinate and prioritize the City's efforts.
- Creation of additional promotional materials, possibly including a Franklin Fact Book/Fact Sheet, economic development newsletter, green infrastructure maps, amenity maps, etc.

However, accomplishment of these initiatives may face some challenges. The provision of adequate resources, both in manpower and money, is critical. While the depth and breadth of experience available from staff and the members of the involved boards and commissions is substantial, a significant amount of work is envisioned. The degree of success these endeavors achieve will depend to a large extent upon the amount and quality of time staff and the board and commission members can devote to these projects. For instance, a successful business retention program will likely involve regular contact between these businesses and City representatives, up to and including regular contact by members of the CDA and/or Forward Franklin. And in regard to economic incentives, designating a meaningful amount of funds, and/or a continuing source for these funds, will be a significant challenge as well due to current budget constraints.



City of Franklin, Wisconsin
Economic Resource Guide

Open For Business

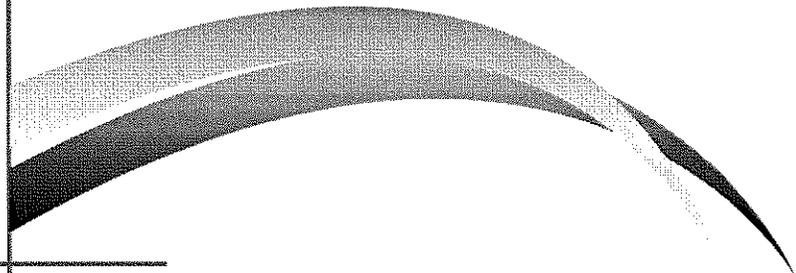


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Demographics

- Population Statistics:
 - o Population: 35,451 (2010)
 - o SEWRPC Projected Ultimate Population: 57,015
 - o Median Age: 41.5 (2010)
- Housing Statistics:
 - o Total Housing Units: 14,356 (2010)
 - o Owner Occupied Housing Units: 10,485 (76.9%) (2010)
 - o Renter Occupied Housing Units: 3,157 (23.1%) (2010)
 - o Median Home Value: \$231,000 (2008)
- Labor Statistics
 - o 18,313 people over 16 years of age in labor force (66.1%) (17,317 employed)
 - o Percent Unemployed: 5.4%
 - o Median Household Income: \$75,740
 - o 4,379 households have incomes over \$100,000 (approximately 36.3%)
- Business QuickFacts (US Census Bureau)
 - o Total number of firms, 2007: 2,355
 - o Manufacturer shipments, 2007: \$1,014,679
 - o Merchant wholesaler sales, 2007: 212,868
 - o Retail sales, 2007: 460,115
 - o Retail sales per capita, 2007: \$12,664
 - o Accommodation and food services sales, 2007: 33,923
- Education Attainment: 91.1% of Franklin's population aged 25 or older are high school graduates and 33.7% have a bachelor's degree or higher (2008-2010 Census)

Sources:

U.S. Census Bureau, 2010 & 2008-2010 3-Year Estimates

Business Climate

Welcome to the City of Franklin, Wisconsin, where being "open for business" is an invitation to you and your company to join our growing community of 35,451!

Franklin is strategically located. Our City is only a 14-mile (19 minute) drive from Milwaukee's General Mitchell International Airport and a 72-mile (90 minute) drive from Chicago's O'Hare International Airport. We possess convenient access to these and other regional destinations through three Interstate Highways, located within 2 ½ miles of the City, and a well established roadway network that includes two U.S. Highways, two State Trunk Highways and three County trunk Highways.

Franklin is a business-friendly community. From our TIF districts, commercial corridors and ample supply of vacant developable land, to our recently streamlined development review process and ongoing participation in local and regional economic development initiatives, Franklin understands the importance of providing opportunities for businesses to locate here and grow. Some major economic development initiatives include the City's cooperative planning effort with the neighboring city of Oak Creek to produce a redevelopment plan for the South 27th Street Corridor and our participation in the regional effort to establish General Mitchell International Airport and its surrounding area as an Aerotropolis.

Franklin is a full-service community. Franklin provides a full range of city services including public sewer, water and stormwater conveyance systems, as well as our own Police and Fire Departments. We contract with other agencies for solid waste collection & disposal, wastewater treatment and drinking water. Outside agencies provide electric power, natural gas and telecommunications for the City.

Franklin is a family-friendly community. "A house is not a home unless it contains food and fire for the mind as well as the body." This saying, attributed to the City of Franklin's namesake Benjamin Franklin, describes our philosophy that both the physical and cultural aspects of our City are important to our homes, our neighborhoods and our community. For instance, not only do we provide a wide variety of safe and high-quality housing opportunities so our citizens can age in place, we also provide a wonderful park and outdoor recreation system (in close coordination with the Milwaukee County Park System) for our community's health and well-being. Franklin is also home to three very good school districts, including the Franklin School District. In 2011, Franklin High School achieved a composite score of 23.0 out of 36.0 on the 2011 ACT test. In 2010 and 2011, the Franklin High School baseball team won the WIAA State Championship and its coach was voted the NOW All-Suburban Coach of the Year.

Franklin is a growing community. Our City is one of the fastest growing communities in Wisconsin. Between 1970 and 2010, Franklin grew from a population of 12,247 to a population of 35,451, achieving the highest growth rate in Milwaukee County. With 21 square miles,

or about 61 percent of Franklin still undeveloped, we also have a lot of space for additional growth. This growth will primarily occur within the southwestern quarter of the City where the Ryan Creek Interceptor Sewer will be constructed in 2012. Because of our many growth opportunities, Franklin could reach a population of about 57,000 sometime after 2035, making it the third or fourth largest community within Milwaukee County.

Franklin is a community with high standards. We are proud of so much within our community. Our highly rated schools, vast parkland, high level of police and fire protection, strong development standards and involved citizenry make Franklin an engaging place to live. From the various boards and commissions within City government, to the wide range of civic organizations throughout the City, the citizens of Franklin take an active role in our government and in our community.

Franklin is an evolving community. Although we are a City with a full range of services, Franklin is primarily suburban in character. While our City contains such urban uses as a business park, an industrial park and many commercial corridors, it also contains agricultural lands, woodlands, farmlands and rural residential development. In general, our City can be described as urban within its northern and eastern limits, rural within its southern and western limits and suburban in between. However, we are proud to claim that these contrasts provide ample development opportunities. Whether you are looking for a vacant developable site for your business or a fully developed "turn key" property, Franklin can meet your needs.

Please browse this document, our website, or contact our staff with any questions you may have. We will be happy to assist you.

Franklin showcases friendly people, vibrant residential neighborhoods, a strong business climate, and a convenient location to world-class amenities.

Mayor Tom Taylor



"My children attend Franklin schools, my wife works in Franklin and several Boucher employees are Franklin residents as well. We all agree...we absolutely love this city."

Patrick Easter, Jr., General Manager, Boucher

City of Franklin

- County: Milwaukee
- Land area: 34.58 Square Miles
- Persons per square mile: 1,025.1
- Public park, green space and open space: approximately 3,881 acres
- Travel Times:
 - 14 miles, 19 minutes from General Mitchell International Airport
 - 17 miles, 22 minutes south of downtown Milwaukee, WI
 - O'Hare International Airport 72 miles, 1 hour 29 minutes
 - Madison, WI 82 miles, 1 hour 35 minutes
 - Chicago, IL 84 miles, 1 hour 43 minutes
 - Rockford, IL 86 miles, 1 hour 34 minutes
 - Midway International Airport 93 miles, 1 hour 54 minutes
 - Green Bay, WI 129 miles, 2 hours 13 minutes
 - Indianapolis, IN 266 miles, 4 hours 57 minutes
 - Minneapolis, MN 339 miles, 6 hours 1 minute
 - Detroit, MI 365 miles, 6 hours 25 minutes
 - St. Louis, MO 374 miles, 6 hours 29 minutes
 - Cincinnati, OH 379 miles, 6 hours 52 minutes

Franklin Facts

- Equalized Value: \$3,607,450,880 (2010 WI Department of Revenue)
- Schools: Five Elementary Schools, one Middle School, and one High School. Total public school enrollment of 4,143 (2010 WI DPI). Three private elementary schools.
- Parks: The City of Franklin has sixteen parks, and seven parks at school sites for a total of 3,881-acres of park, open space, and outdoor recreations sites.
- 2011 Local Property Tax Rates (Per/\$1,000):

City of Franklin	\$5.79
Whitnall School District	\$9.56
Oak Creek/Franklin School District	\$8.83
Franklin School District	\$11.62

City of Franklin Awards and Recognitions

- Money Magazine ranked Franklin, Wisconsin among the top 100 cities to live, ranking 94th in 2011 and 90th in 2007
- Franklinwi.gov is recognized as one of the top city government websites by Juggle.com – August 2010
- Franklin Honored for South 27th Street Corridor Efforts – June 19, 2008
- Franklin was awarded the Wisconsin Good Government Award – October 5, 2007
- Franklin Designated as a "City of the Future!" – April/May 2007

Business Organizations

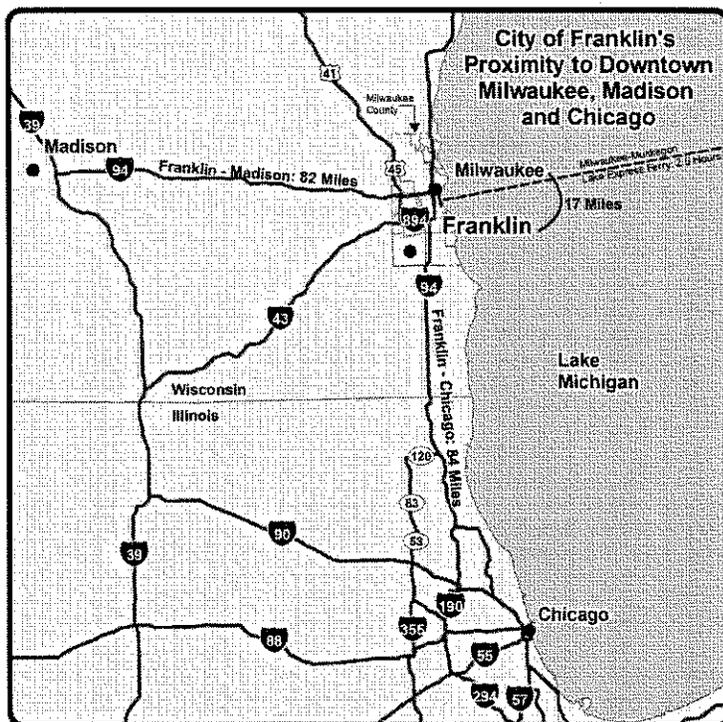
- [South 27th Street Corridor](http://www.south27th.com) (www.south27th.com)
- South Suburban Chamber of Commerce (www.southsuburbanchamber.com)
- Center for Advanced Technology & Innovation (www.thecatl.com)
- Commercial Association of REALTORS Wisconsin (www.carw.com)
- Forward Wisconsin (www.forwardwi.com)
- Greater Milwaukee Association of REALTORS (www.gmar.ws)
- Metropolitan Builders Association (www.mbaonline.org)
- Metropolitan Milwaukee Association of Commerce (www.mmac.org)
- Milwaukee Seven (www.choosemilwaukee.com)
- National Association of Industrial & Office Properties (www.naiop.org)
- Wisconsin Business Development (www.wbd.org)
- Wisconsin Manufacturing Extension Partnership (www.wmep.org)
- Wisconsin Technology Council (www.wisconsinstechnologycouncil.com)

Target Development Corridors

1. South 27th Street Corridor
 - a. West College Avenue to West Rawson Avenue
 - b. West Rawson Avenue to West Drexel Avenue
 - c. West Drexel Avenue to West Ryan Road
 - d. West Ryan Road to Interstate I-94
2. Franklin Civic Center
 - a. Crossroads Trade Area
 - b. State Hwy 100, West Drexel Avenue & State Hwy 36
3. South 76th Street & West Rawson Avenue
4. South 51st Street & West Rawson Avenue
5. Franklin Business Center
 - a. Franklin Business and Industrial Park (including M-1)
 - b. Franklin Business Center Service Area (State Hwy 100 & South 51st Street)
6. Other Commercial Areas

A few of our city-wide amenities:

- Three Golf Courses: Tuckaway Country Club, Whitnall Park Golf Course, Oakwood Park Golf Course
- U.S. Highway 45, three state highways, and seven county highways
- Two active Tax Incremental Finance (TIF) Districts
- Industrial Development Revenue Bond Program
- Stormwater, water & sanitary sewer infrastructure
- High-speed Internet access with affordable & reliable electricity



1. South 27th Street Corridor (State Highway 241)

The South 27th Street Corridor is the City's primary targeted development area. As such, the City requires that new development achieve the South 27th Street Design Overlay District standards. These standards include such aspects as high quality architecture, cross-access to adjacent properties, and multi-story buildings. The corridor is divided into four sections.

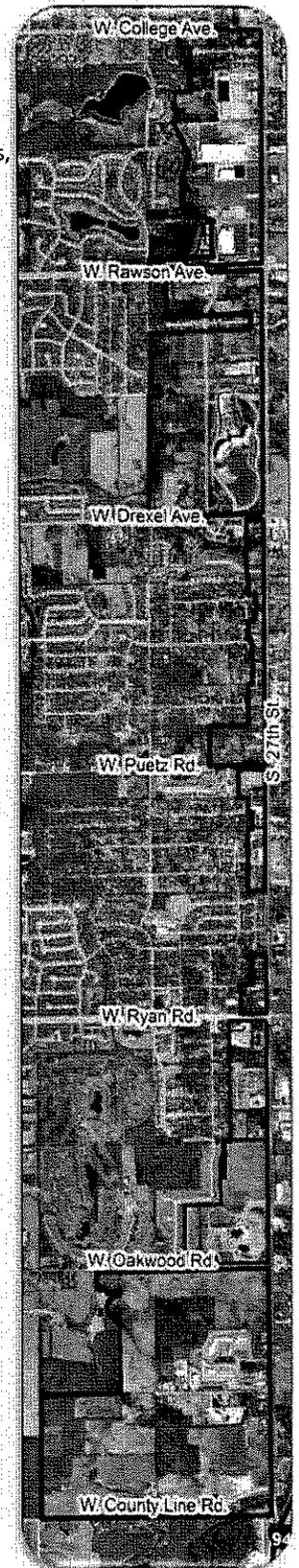
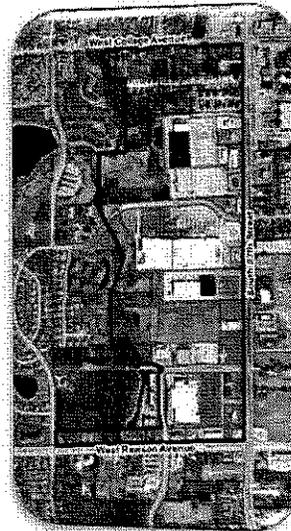
West College Avenue to West Rawson Avenue

This section of the South 27th Street Corridor is intended to be a regional commercial area primarily for retail uses.

- Traffic Counts (WI Department of Transportation, 2008)
 - 20,000 vehicles per day on South 27th Street
 - South 27th Street WisDOT Forecasts:
 - 2020: 50,325 vehicles per day
 - 2030: 54,850 vehicles per day
 - 10,300 vehicles per day on West College Avenue
 - 22,200 vehicles per day on West Rawson Avenue

Notable Destinations:

- *Gander Mountain
- *Home Depot
- *Lowe's
- *Sam's Club/Walmart
- *Ashley Furniture
- *Dunham's



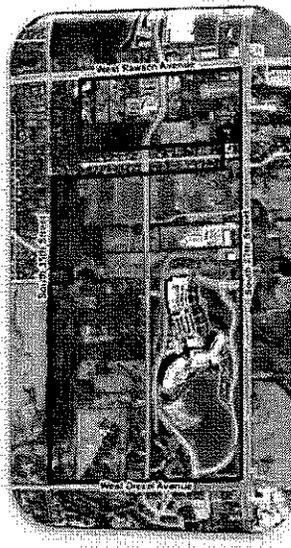
West Rawson Avenue to West Drexel Avenue

This section of the South 27th Street Corridor is intended to primarily be an area for regional office uses.

- Traffic Counts (WI Department of Transportation, 2008)
 - 19,100 vehicles per day on South 27th Street
 - South 27th Street WisDOT Forecasts:
 - 2020: 39,275 vehicles per day
 - 2030: 42,350 vehicles per day
 - 5,600 vehicles per day on West Drexel Avenue

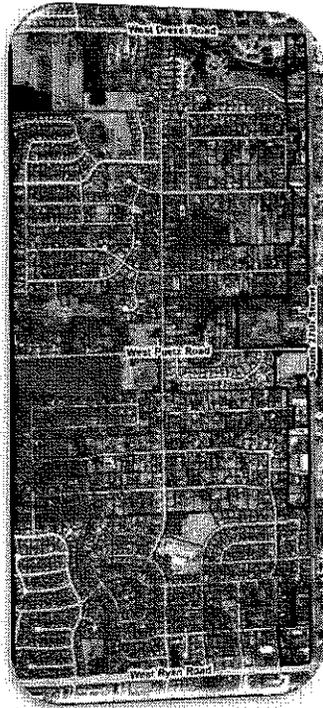
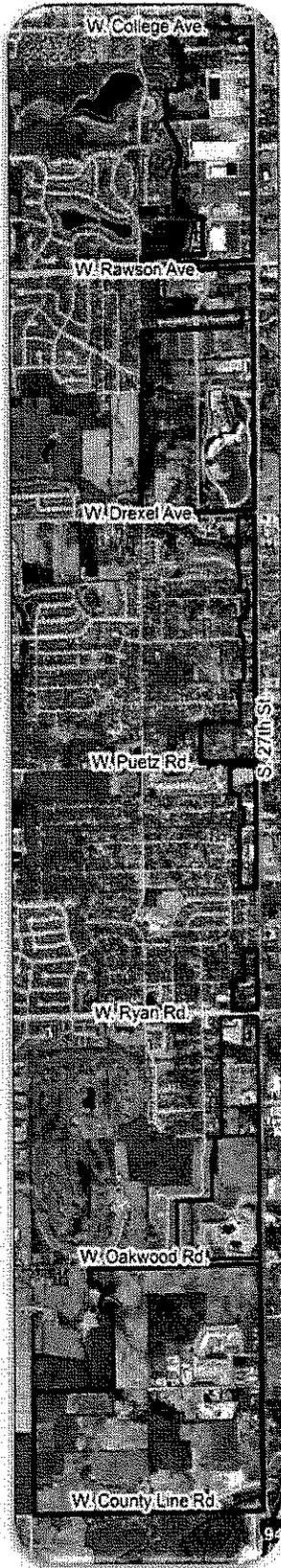
Notable Destinations:

- *Adair Floors
- *Northwestern Mutual Life
- *Baker Pool & Fitness



West Drexel Avenue to West Ryan Road

This section of the South 27th Street Corridor is intended to be a commercial infill redevelopment area.

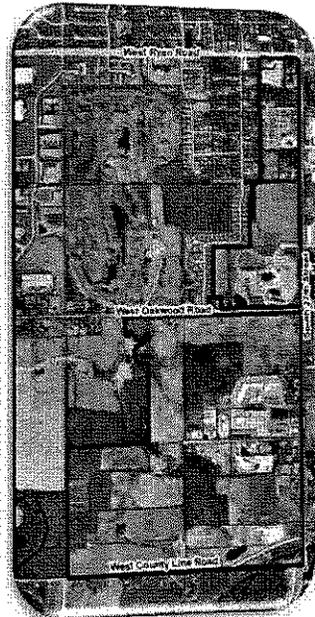


- Traffic Counts (WI Department of Transportation, 2008)
 - 13,100 vehicles per day on South 27th Street
 - South 27th Street WisDOT Forecasts:
 - 2020: 27,525 vehicles per day
 - 2030: 30,775 vehicles per day
 - 2,700 vehicles per day on West Puetz Road
 - West Puetz Road WisDOT Forecasts:
 - 2020: 3,700 vehicles per day
 - 2030: 4,200 vehicles per day

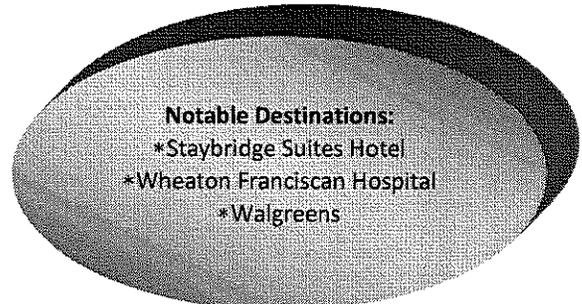


West Ryan Road to Interstate 94

This section of the South 27th Street Corridor is intended to be a mixed use office area.



- Traffic Counts (WI Department of Transportation, 2008)
 - 10,600 vehicles per day on South 27th Street
 - South 27th Street WisDOT Forecasts:
 - 2020: 26,525 vehicles per day
 - 2030: 28,600 vehicles per day
 - 19,200 vehicles per day on West Ryan Road
 - 103,000 vehicles per day on Interstate 94



2. Franklin Civic Center District

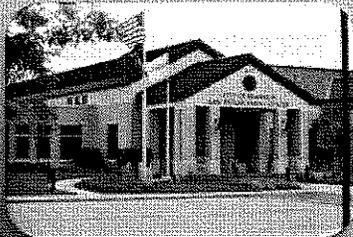
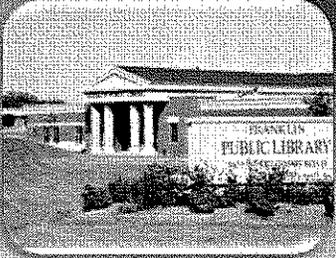
Franklin Civic Center (State Hwy 100, State Hwy 36, and West Drexel Avenue)

The Civic Center District is intended to serve as Franklin's new "downtown". The district promotes mixed use development, with an emphasis on civic, cultural, institutional, indoor entertainment, business, and multi-family residential uses. Developments are encouraged to be pedestrian oriented as well as utilize superior building, site, and landscaping design standards.

- Traffic Counts (WI Department of Transportation, 2008)
 - 12,000 vehicles per day on State Hwy 100 (South Lovers Lane Road)
 - 14,100 vehicles per day on State Hwy 36 (West Loomis Road)
 - 8,300 vehicles per day on West Drexel Avenue

Notable Destinations:

- * Franklin City Hall
- * Franklin Public Library
- * Franklin Law Enforcement Center

- * Franklin Post Office
- * The Shoppes at Wyndham Village

Crossroads Trade Area

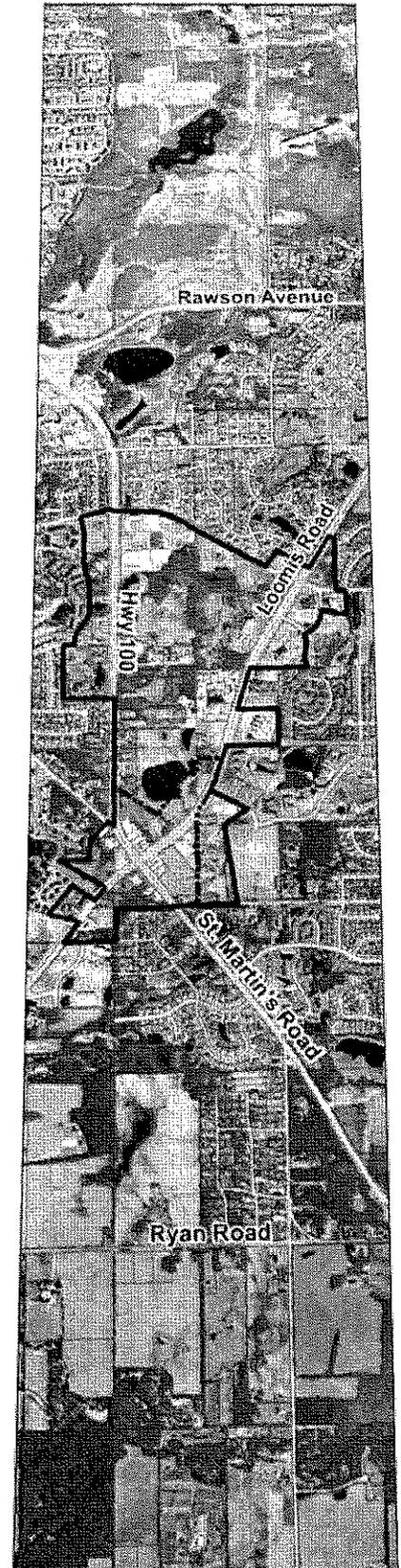
The Crossroads Trade Area is intended to be a mixed use commercial area, with primarily retail and office uses. Two story buildings are encouraged and a single building shall not exceed 125,000 square feet in size. Four-sided architecture is strongly preferred.

- Traffic Counts (WI Department of Transportation, 2008)
 - 17,700 vehicles per day on State Hwy 100 (West St. Martins Road)
 - 15,300 vehicles per day on State Hwy 36 (West Loomis Road)



Notable Destinations:

- * Walgreens
- * Crossroads Professional Building
- * Franklin Veterinary Clinic



3. South 76th Street and West Rawson Avenue Corridor

This area is intended for a variety of commercial uses, such as retail and office.

- Traffic Counts (WI Department of Transportation, 2008)
 - 21,700 vehicles per day on South 76th Street (County Hwy U)
 - 17,500 vehicles per day on State Highway 36 (West Loomis Road)
 - 17,700 vehicles per day on West Rawson Avenue (County Hwy BB)

Notable Destinations:

- * Orchard View Shopping Center
- * Franklin Centre Shopping Center
- * Franklin Village Shopping Center
- * Rawson Medical Center



4. South 51st Street and West Rawson Avenue Corridor

This area is intended for a variety of commercial uses, such as retail and office.

- Traffic Counts (WI Department of Transportation, 2008)
 - 19,900 vehicles per day on West Rawson Avenue
 - 5,700 vehicles per day on South 51st Street

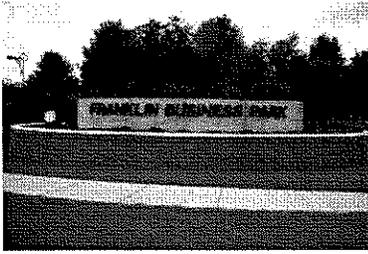
Notable Destinations:

- * Sendik's
- * CVS
- * Bank Mutual
- * Andy's Gas Station

We are very pleased to expand our Northwestern Mutual campus in Franklin. City officials and staff members have handled our needs efficiently and effectively, and they have made us feel welcome in their City.

**Edward J. Zore, former President & CEO,
Northwestern Mutual**

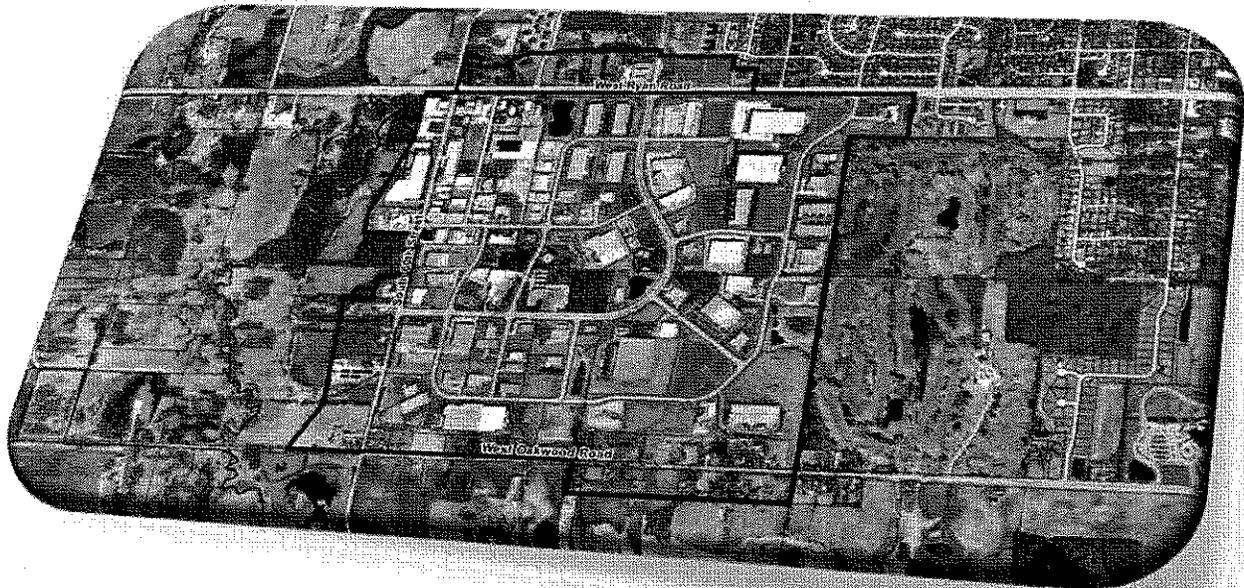
5. Franklin Business Center



Franklin Business and Industrial Parks

The Business Park was created utilizing a TIF District, which was closed in 2011. The Franklin Business Park is one of the most successful business parks in the State of Wisconsin and has a limited number of vacant developable acres remaining.

- Traffic Counts (WI Department of Transportation, 2008)
 - 15,300 vehicles per day on State Hwy 100 (West Ryan Road)

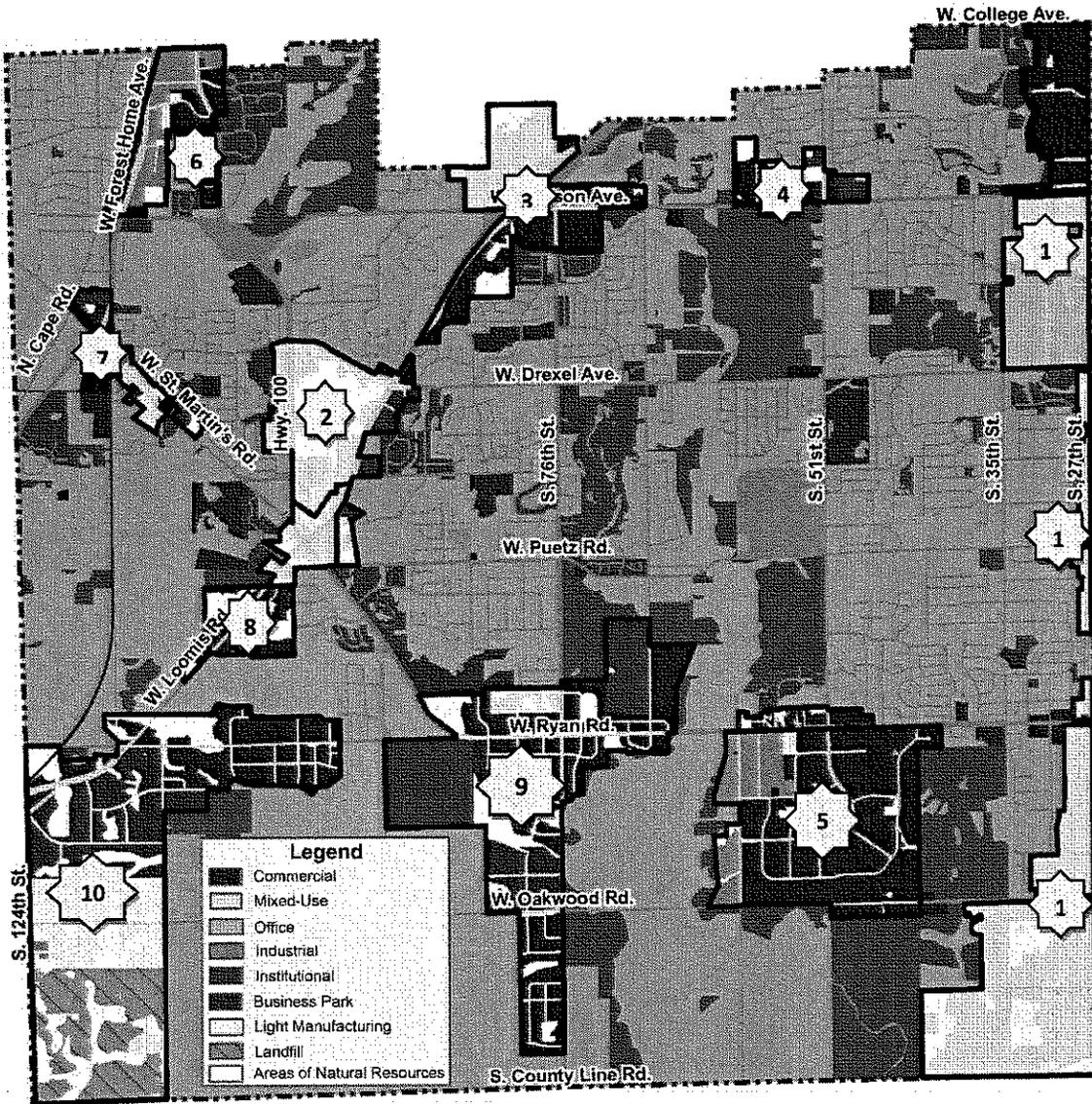


Franklin Business Center Service Area

The Franklin Business Center Service Area is located south and east of the Milwaukee County Sports Complex and north of West Ryan Road and the Franklin Business Center. The area is zoned primarily B-1 and B-3 Business Districts and is planned for future commercial development.



6. Franklin Commercial Areas



Economic Development Contacts:
 Mark Luberda, Director of Administration
 414-858-1100
mluberda@franklinwi.gov

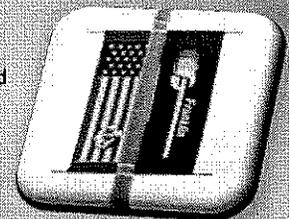
Joel Dietl, Planning Manager
 414-425-4024
jdietl@franklinwi.gov

Targeted Development Corridors:

1. South 27th Street Corridor (State Highway 241)
2. Franklin Civic Center District
3. South 76th Street and West Rawson Avenue
4. South 51st Street and West Rawson Avenue
5. Franklin Business and Industrial Parks

Other Notable Commercial Areas:

6. Forest Home Avenue and Lovers Lane Road
7. St. Martins District
8. West Loomis Road
9. South 76th Street
10. Southwest corner



<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/10/12</p>
<p>Reports and Recommendations</p>	<p>Donation from Institutional Capital Management in the amount of \$50 to the Health Department</p>	<p>ITEM NUMBER</p> <p><i>G.I.</i></p>

The City of Franklin Health Department has received a donation from Institutional Capital Management in the amount of \$50 to be used for food pantries.

COUNCIL ACTION REQUESTED

Motion to accept the donation of \$50 from Institutional Capital to the Health Department.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/10/12</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Resolution Authorizing the Issuance and Sale of Up to \$27,562,754 General Obligation Sewer System Promissory Notes, Series 2012 and Providing for Other Details and Covenants With Respect Thereto</p>	<p>ITEM NUMBER</p> <p><i>G.2.</i></p>

Analysis

The Clean Water Fund loan requires the issuance of General obligation promissory notes and approval of a financial assistance agreement. The attached resolution incorporates both of those actions. Both the resolution and the financial assistance agreement are attached. The dollar amount in the resolution is the maximum cost that includes a contingency of \$2,388,657. We will receive funds as expenditures are incurred so the final amount will be different and most likely lower than the approval amount.

Fiscal Note

The promissory notes contain an interest rate of 2.462%. The Intergovernmental Cooperation agreement with MMSD will provide the funds for the repayment of the promissory notes over time so City funds will not have to be levied to pay for the promissory notes.

The adoption of this resolution will increase the City debt by \$27.5 million but the Intergovernmental Cooperation Agreement with MMSD will provide the funding to repay the debt and City taxpayers will not be required to pay for these promissory notes.

Rebecca Speckhard of Quarles and Brady, our Bond Counsel, will be at the meeting to address any questions Council may have.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2012 - _____ authorizing the Issuance and Sale of Up to \$27,562,754 General Obligation Sewer System Promissory Notes, Series 2012 and Providing for Other Details and Covenants With Respect Thereto.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2012 - _____

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$27,562,754 GENERAL OBLIGATION SEWERAGE SYSTEM
PROMISSORY NOTES, SERIES 2012,
AND PROVIDING FOR OTHER DETAILS AND COVENANTS
WITH RESPECT THERETO

WHEREAS, the City of Franklin, Milwaukee County, Wisconsin (the "Municipality") owns and operates a sewerage system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4006-06 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41 of the Wisconsin Statutes, assigned No. S-2011-0281 and dated August 2, 2011 by the DNR; and

WHEREAS, under the provisions of Section 67.12(12), Wisconsin Statutes, any municipality (as defined in Section 67.01(5), Wisconsin Statutes) may, by action of its governing body, issue promissory notes as evidence of indebtedness for any public purpose (as defined in Section 67.04(1)(b), Wisconsin Statutes) which promissory notes are general obligations of the municipality; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell general obligation promissory notes of the Municipality, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, such notes are to be issued for purposes of Sections 281.58, 281.59, 281.60 or 281.61, Wisconsin Statutes; and

WHEREAS, the only outstanding general obligations of the Municipality are its General Obligation Promissory Notes, dated August 15, 2005, General Obligation Refunding Bonds, dated January 3, 2007, Taxable General Obligation Promissory Notes, dated January 3, 2007 and General Obligation Promissory Notes, dated August 26, 2008, currently outstanding in an aggregate principal amount not exceeding \$31,495,000.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Chapter 67, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Notes;
- (c) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "debt service fund" as such term is defined in the Act;
- (d) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Notes are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (e) "Fiscal Year" means the twelve-month period ending on each December 31;
- (f) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;
- (g) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;
- (h) "Municipality" means the City of Franklin, Milwaukee County, Wisconsin;
- (i) "Notes" means the \$27,562,754 General Obligation Sewerage System Promissory Notes, Series 2012, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (j) "Note Year" means the twelve-month period ending on each May 1;
- (k) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto; and
- (l) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date.

Section 2. Authorization of the Notes and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the full faith and credit of the Municipality up to the sum of \$27,562,754; and fully registered general obligation promissory notes of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Sewerage System Promissory Notes, Series 2012" (the "Notes"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.462% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Note form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Notes shall be payable commencing on May 1, 2012 and semiannually thereafter on May 1 and November 1 of each year. The Notes shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

Section 4. Form, Execution, Registration and Payment of the Notes. The Notes shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Notes shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Notes shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Note will be payable upon presentation and surrender of the Note to the Bond Registrar. Payment of principal on the Note (except the final maturity) and each installment of interest shall be made to the registered owner of each Note who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Application of Note Proceeds; Borrowed Money Fund. The sale proceeds of the Notes (exclusive of accrued interest and any premium received, which shall be deposited in the Debt Service Fund) shall, forthwith upon receipt, be placed in and kept by the Treasurer as a separate fund to be known as the "General Obligation Sewerage System Promissory Notes, Series 2012, Borrowed Money Fund" (hereinafter referred to as the "Borrowed Money Fund"). Monies in the Borrowed Money Fund shall be used solely for the purposes for which borrowed or for transfer to the Debt Service Fund as provided by law. Moneys in the Borrowed Money Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 6. Tax Levy. (a) For the express purpose of paying interest on the Notes as it falls due and also to pay and discharge the principal thereof at maturity, the full faith, credit and taxing powers of the Municipality are hereby pledged and there is hereby levied upon all of the taxable property in the Municipality, in addition to all other taxes, a direct, annual irrevocable tax in an amount and at the times sufficient for that purpose. This tax shall be for the years 2012

through 2030, inclusive, and shall be in such amounts as are necessary to provide for payment of the principal of and interest on the Notes in 2012 through 2031, inclusive, when due. The amount of the tax levied for the year 2012 shall be the total amount of debt service due on the Notes in the years 2012 and 2013; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (d) below which are applied to payment of principal of or interest on the Notes in the year 2012.

Assuming the entire principal amount of the Notes is drawn, this tax will be in the following amounts:

<u>Levy Year</u>	<u>Amount</u>
2012	\$1,198,851.17
2013	1,898,805.33
2014	1,898,430.91
2015	1,898,047.27
2016	1,897,654.19
2017	1,897,251.42
2018	1,896,838.75
2019	1,896,415.91
2020	1,895,982.65
2021	1,895,538.74
2022	1,895,083.91
2023	1,894,617.86
2024	1,894,140.33
2025	1,893,651.06
2026	1,893,149.75
2027	1,892,636.09
2028	1,892,109.78
2029	1,891,570.51
2030	1,891,017.98

The actual tax carried onto the tax rolls each year shall equal the amount necessary to repay the actual principal amount drawn under the Notes, and any interest thereon, when due.

(b) The Municipality shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried into the tax rolls of the Municipality and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in the Debt Service Fund created in Section 7 hereof.

(c) If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Municipality then available, which sums shall be replaced upon the collection of the taxes herein levied.

(d) There be and there hereby is appropriated from funds of the Municipality on hand a sum sufficient to be deposited in the Debt Service Fund to meet payments with respect to debt service due on May 1, 2012 and November 1, 2012.

Section 7. Debt Service Fund. The proceeds of the taxes levied pursuant to Section 6 above, when collected by the Municipal Treasurer, and such further deposits as may be required by Section 67.11, Wisconsin Statutes, shall be placed and kept by the Municipal Treasurer as a separate fund irrevocably pledged for paying the principal of and interest on the Notes so long as any such Notes shall remain outstanding, to be known as the "General Obligation Sewerage System Promissory Notes, Series 2012 Debt Service Fund" (hereinafter referred to as "Debt Service Fund"). The accrued interest and any premium received at the time of delivery of the Notes shall be paid into the Debt Service Fund. Interest on or principal of the Notes falling due at any time when there shall be on hand in the Debt Service Fund insufficient funds for the payment of such principal and interest shall be paid promptly when due from other funds of the Municipality.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Notes as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m) and 67.10(3), Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the Municipality. No such investment shall be in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder.

An officer of the Municipality charged with responsibility for issuing the Notes shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Notes are not "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder.

Section 9. Operation of Project; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Notes, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 10. Sale of Notes. The sale of the Notes to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$27,562,754 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Notes as hereinabove provided, necessary to conclude delivery of the Notes to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Notes shall be paid upon requisition therefor as provided

in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Notes.

Section 11. Amendment to Resolution. After the issuance of any of the Notes, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Notes have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Notes, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Notes then outstanding, exclusive of Notes held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the Municipality or the maturity of any Note issued hereunder, or a reduction in the rate of interest on any Note, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Notes may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Note to which the change is applicable.

Section 12. Rebate Fund. Unless the Notes are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Notes are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Notes under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Notes have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Notes and may only be used for the payment of any rebate liability with respect to the Notes.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Notes. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Notes for each computation date until six (6) years after the retirement of the last of the Notes. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 13. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Notes, and after issuance of any of the Notes no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 11, until all of the Notes have been paid in full as to both principal and interest. The owner or owners of any of the Notes shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to take any and all actions necessary to carry out all of the provisions and agreements contained in this Resolution.

Section 14. Requirements of Municipality. The officers of the Municipality, staff of the Municipality, attorneys for the Municipality, financial consultants of the Municipality, or other agents or employees of the Municipality are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all of the provisions of this Resolution.

Section 15. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Notes.

Section 16. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 17. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Introduced at a regular meeting of the Common Council of the City of Franklin this 10th day of January, 2012.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 10th day of January, 2012.

Thomas M. Taylor
Mayor

ATTEST:

Sandra L. Wesolowski
Director of Clerk Services/City Clerk

AYES ___ NOES ___ ABSENT ___

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
MILWAUKEE COUNTY
CITY OF FRANKLIN

REGISTERED
\$ _____

GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTE, SERIES 2012

Final
Maturity Date

Date of
Original Issue

May 1, 2031

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Franklin, Milwaukee County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, the principal sum of an amount not to exceed _____ DOLLARS (\$ _____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2014 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.462% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2012.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2014 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Two and 462/1000ths percent (2.462%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Note shall be payable only upon presentation and surrender of this Note at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Note is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Notes shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Note is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Note, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Note shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Note is issuable solely as a negotiable, fully-registered note, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Note is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 67.12(12), Wisconsin Statutes, and a resolution adopted January 10, 2012, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$27,562,754 General Obligation Sewerage System Promissory Notes, Series 2012, and Providing for Other Details and Covenants With Respect Thereto". The principal of and interest on this Note are payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness of the Municipality, including this Note and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual irrevocable tax has been levied by the Municipality sufficient to pay the interest on this Note when it falls due and also to pay and discharge the principal hereof at maturity.

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF FRANKLIN, WISCONSIN

(SEAL)

By: _____
Thomas M. Taylor
Mayor

By: _____
Sandra L. Wesolowski
Director of Clerk Services/City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

COPY

the within Note and all rights thereunder hereby irrevocably constituting and appointing

Attorney to transfer said Note on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$27,562,754

CITY OF FRANKLIN, WISCONSIN
GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTES, SERIES 2012

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Notes</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COPY

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Amount</u>
May 1, 2014	\$1,235,418.33
May 1, 2015	1,265,834.33
May 1, 2016	1,296,999.17
May 1, 2017	1,328,931.29
May 1, 2018	1,361,649.57
May 1, 2019	1,395,173.39
May 1, 2020	1,429,522.56
May 1, 2021	1,464,717.40
May 1, 2022	1,500,778.74
May 1, 2023	1,537,727.92
May 1, 2024	1,575,586.78
May 1, 2025	1,614,377.72
May 1, 2026	1,654,123.70
May 1, 2027	1,694,848.23
May 1, 2028	1,736,575.39
May 1, 2029	1,779,329.88
May 1, 2030	1,823,136.98
May 1, 2031	1,868,022.62



December 29, 2011

THE HONORABLE THOMAS TAYLOR, MAYOR
CITY OF FRANKLIN
9229 WEST LOOMIS ROAD
FRANKLIN WI 53132

SUBJECT: Clean Water Fund Program, Project No. 4006-06
Construct Ryan Creek Sanitary Sewer Interceptor
Financial Assistance Agreement – January 25, 2012

Dear Mayor Taylor:

Your project manager prepared the following documents for your Clean Water Fund Program (CWFP) loan closing:

1. CWFP Loan Closing Schedule - Attachment 1
2. Financial Assistance Agreement Summary/Distribution Sheet - Attachment 2
3. Financial Assistance Agreement (FAA)

To close the loan on January 25, 2012, we need to follow the Loan Closing Schedule (Attachment 1).

The City of Franklin has three (3) working days upon receipt of wired CWFP funds to do one or more of the following:

1. Pay the project invoices identified in the CWFP disbursement request.
2. Reimburse an internal municipal account from which eligible project costs were paid. This reimbursement must adhere to current U.S. Treasury Regulations.
3. Disburse payments to the bank or financial institution for projects that are being refinanced.

Execution of the FAA creates a binding obligation in all respects. Any negotiation of terms and conditions or determinations must occur prior to adoption of the Municipal Obligation Resolution and execution of the enclosed document.

The Project Manager Summary Page (Exhibit F of the FAA) further explains certain assumptions and decisions affecting preparation of your FAA.

Please contact your project manager, Maureen Hubeler, at 608-266-0849, for further assistance with execution of the FAA, Request for Disbursement (Form 8700-215) and other CWFP closing documents.

Thank you for your interest in the Clean Water Fund Program.

Sincerely,

Robin R. Schmidt, Chief
Environmental Loans Section
Bureau of Community Financial Assistance

Attachments

- C: Rebecca Speckhard, Quarles & Brady - Milwaukee (w/attachments)
Bradley Viegut, Robert W. Baird - Milwaukee (w/attachments)
Joseph Eberle, Ruekert-Mielke, Inc. - Waukesha (w/attachments 1, 2, & Exhibits A & F)
Aaron Heintz - DOA/10 - Electronic Copy
Frank Fuja - DNR SER/Waukesha - Electronic Copy

ATTACHMENT #1

Clean Water Fund Program Project No. 4006-06
City of Franklin
Construct Ryan Creek Sanitary Sewer Interceptor
Financial Assistance Agreement
Closing Schedule

By January 3, 2012:

- Department of Natural Resources (DNR) project manager distributes Financial Assistance Agreement (FAA) to Quarles & Brady and municipality for review.

By January 3, 2012:

- Quarles & Brady distributes draft Municipal Obligation Resolution and other bond documents to the City of Franklin and Department of Administration (DOA) for review.

By January 9, 2012:

- Municipality submits Request for Disbursement (Form 8700-215) with supporting invoices for first loan disbursement.

On January 10, 2012:

- Municipality holds properly noticed meeting at which time:
 1. Municipal Obligation Resolution is adopted
 2. Bond related documents are signed by municipal officials
 3. DNR FAA is signed by municipal officials

NOTE: Most documents must be signed by Highest Elected Official & Clerk/Secretary and some documents must have municipal seal applied.

On January 11, 2012:

- 1. Municipality immediately returns FAA to DNR for countersigning by DNR.
 2. Municipality delivers signed & sealed Resolution & other bond documents to Quarles & Brady.

By January 20, 2012:

- Quarles & Brady sends final signed and sealed bond documents and legal opinion to DOA.

January 25, 2012:

- Loan Closing Day. Quarles & Brady contacts DOA to confirm closing and DOA wire transfers the first loan disbursement to municipal bank account.

Clean Water Fund Program Project No. 4006-06
 City of Franklin
 Construct Ryan Creek Sanitary Sewer Interceptor
 Financial Assistance Agreement Summary/Distribution Sheet

LOAN INFO

Total Project Amount: \$27,562,754

CWFP Funding Amount: \$27,562,754

Pledge: General Obligation

Federal Equivalency Project Yes No

Composite Interest Rate: 2.462%

DOCUMENT INFO

Anticipated Date of Municipal Obligation Resolution – January 10, 2012

CLOSING INFO

Estimated Reimbursement: \$1,900,000

DISTRIBUTION**Department of Natural Resources**

Maureen Hubeler
 Bureau of Community Financial Assistance
 101 South Webster Street, 2nd Floor
 PO Box 7921
 Madison WI 53707-7921
 608-266-0849
 FAX – 608-267-0496

Municipality

The Honorable Thomas Taylor, Mayor
 City of Franklin
 9229 West Loomis Road
 Franklin WI 53132
 414-425-7510
 FAX – 414-425-3106

Municipal Bond Counsel

Ms. Rebecca A. Speckhard, Attorney
 Quarles & Brady
 411 East Wisconsin Avenue
 Milwaukee WI 53202-4497
 414-277-5000
 FAX – 414-271-3552

Department of Administration

Aaron Heintz
 DOA – Environmental Improvement Fund
 101 East Wilson Street, 10th Floor
 PO Box 7864
 Madison WI 53707-7864
 608-266-0739
 FAX – 608-266-7645

Engineering Firm

Mr. Joseph Eberle
 Ruekert-Mielke, Inc.
 W233 N2080 Ridgeview Parkway
 Waukesha WI 53188-1020
 262-542-5733
 FAX – 262-542-5631

Financial Advisor

Mr. Bradley D Viegut
 Robert W. Baird
 777 East Wisconsin Ave.
 Milwaukee WI 53202
 800-792-2473
 FAX - 262-298-7354

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921
(608) 266-7555

Financial Assistance Agreement
Clean Water Fund Program
Form 8700-214 rev 05/11

STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF FRANKLIN

\$27,562,754

FINANCIAL ASSISTANCE AGREEMENT

Dated as of January 25, 2012

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Clean Water Fund Program. This agreement is awarded pursuant to ss. 281.58 and 281.59, Wis. Stats. The purpose of this agreement is to award financial assistance from the Clean Water Fund Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality and an authorized officer of the State of Wisconsin Department of Natural Resources and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Clean Water Fund Program.

Municipal Identification No. 40226
Clean Water Fund Program Project No. 4006-06

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EXHIBIT F	PROJECT MANAGER SUMMARY PAGE
EXHIBIT G	WAGE RATE COMPLIANCE CERTIFICATION

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated January 25, 2012, between the STATE OF WISCONSIN Clean Water Fund Program (the "CWFP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Act"), and the City of Franklin, a municipality within the meaning of the Act, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (the "Water Quality Act"), requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by Title VI of the Water Quality Act; and

WHEREAS, the State of Wisconsin has, pursuant to ss. 281.58 and 281.59, Wis. Stats., established the CWFP to be used in part for purposes of the Water Quality Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the CWFP; and

WHEREAS, DNR and DOA have the joint responsibility to provide CWFP financial assistance to municipalities for the construction of eligible wastewater pollution abatement projects, all as set forth in the Act; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), DNR has approved the Application and determined the Application meets the criteria for Project eligibility based on water quality and public health requirements established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are eligible for financial assistance pursuant to s. 281.58(7)(b), Wis. Stats.; and

WHEREAS, DOA has determined the CWFP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection; and

WHEREAS, the Municipality has pledged the security, if any, required by DOA, and the Municipality has demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the CWFP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality with respect to a general obligation of the Municipality, for repayment of the Loan; and

WHEREAS, approval of facility plans or engineering reports, and Plans and Specifications for the Project has been obtained by the Municipality from DNR subject to the provisions of applicable State environmental standards set forth in law, rules and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the CWFP and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means ss. 281.58 and 281.59, Wis. Stats., as amended.

"Application" means the written application of the Municipality dated June 1, 2011, for financial assistance under the Act.

"Bonds" means bonds or notes issued by the State pursuant to the General Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Business Day" means any day on which State offices are open to conduct business.

"Clean Water Act" means the federal Clean Water Act, 33 U.S.C. §§1250 et seq., as amended.

"CWFP" means State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by Title VI of the Water Quality Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the CWFP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the CWFP by DNR, DOA and the Municipality as the same may be amended from time to time in accordance with Section 6.04 hereof.

"General Resolution" means the Clean Water Revenue Bond General Resolution adopted by the State of Wisconsin Building Commission, as such may from time to time be amended or supplemented by Series Resolutions or Supplemental Resolutions in accordance with the terms and provisions of the General Resolution.

"Loan" means the loan or loans made by the CWFP to the Municipality pursuant to this FAA.

"Loan Disbursement Table" means the table, the form of which is included as Exhibit C hereto, with columns for inserting the following information:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid,

(e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

(a) the FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary action by the governing body of the Municipality, and the FAA has been duly executed and delivered by the Municipality;

(b) the Municipal Obligations have been duly authorized, executed and delivered by the Municipality and sold to the CWFP;

(c) each of the FAA and the Municipal Obligations constitutes a legal, valid and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);

(d) the Municipal Obligations constitute general obligations of the Municipality, and the full faith and credit of the Municipality is pledged for the payment of principal thereof and interest thereon as and when it becomes due;

(e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings and judicial decisions;

(f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and

(g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript.

"Municipality" means City of Franklin, a "municipality" within the meaning of the Act, duly organized and existing under the laws of the State, and any successor entity.

"Parallel Cost Percentage" means the proportion of Project Costs eligible for below-market-rate financing relative to the total Project Cost eligible for CWFP financing.

"Plans and Specifications" means the Project design plans and specifications assigned No. S-2011-0281 approved by DNR on August 2, 2011, as the same may be amended or modified from time to time in accordance with this FAA.

"Progress payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered, specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned CWFP Project No. 4006-06 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the CWFP under the Act, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 150 and NR 162, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

"Series Resolution" or "Supplemental Resolution" shall have the meaning set forth in the General Resolution.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.58(9)(d), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.04 hereof.

"Sewer Use Ordinance" means the ordinance, or other legislative enactments meeting the requirements of the Regulations, that is enacted and enforced in each jurisdiction served by the Project.

"Sewerage System" means the entire sewerage system of the Municipality, specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste.

"State" means the State of Wisconsin.

"Substantial Completion" means the point in time when Project construction has been completed and the treatment process operation has been initiated or is capable of being put into operation, or for collection system or storm water projects or portions of projects that provided little or no treatment, it means the point in time when wastewater or storm water conveyance has been initiated or is capable of being initiated.

"Trustee" means the trustee appointed by the State pursuant to the General Resolution and any successor trustee.

"User Charge System" means a system of charges meeting the requirements of s. NR 162.08, Wis. Adm. Code.

"User Fees" means fees charged or to be charged to users of the Project or the Sewerage System of which the Project is a part pursuant to a User Charge System or otherwise.

"Water Quality Act" means the federal Water Quality Act of 1987, as amended.

"WPDES Permit" means a Wisconsin Pollutant Discharge Elimination System permit issued under ch. 283, Wis. Stats.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

(a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.

(b) All references herein to particular articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this FAA refer to the FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the CWFP The CWFP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Act and the General Resolution and to use the proceeds thereof to provide funds for the making of the Loan to the Municipality to undertake and complete the Project.
- (b) The CWFP has complied with the provisions of the Act and has full power and authority to execute and deliver this FAA and to consummate the transactions contemplated hereby and perform its obligations hereunder.
- (c) The CWFP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to ss. 281.58 and 281.59, Wis. Stats., the CWFP is authorized to execute and deliver the FAA and to take actions and make determinations that are required of the CWFP under the terms and conditions of the FAA.
- (e) The execution and delivery by the CWFP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement or other contract or instrument to which the State is a party or by which it is bound, or to the best of the CWFP's knowledge, any judgment, decree, order, statute, rule or regulation applicable to the CWFP, and all consents, approvals, authorizations and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the knowledge of the CWFP, threatened against or affecting the CWFP, or to the knowledge of the CWFP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents, covenants and warrants as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Act, duly organized and existing under the laws of the State, and has full legal right, power and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA,
 - (3) adopt the Municipal Obligation Resolution,
 - (4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
 - (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.
- (b) The Municipality's Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in its WPDES Permit (compliance maintenance).
- (c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$27,562,754, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed and delivered and constitute legal, valid and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Municipality, threatened against or affecting the Municipality, or to the knowledge of the Municipality any basis therefor:

(1) affecting the creation, organization or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of, or default under any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly issued, legally binding general obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Loan and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses and approvals (other than such permits, licenses, easements or approvals which are not, by their nature, obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, to carry on its activities relating thereto, to undertake and complete the Project and to carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) Each of the facilities constituting a part of the Project is eligible for financing from the CWFP and the estimated cost of the Project is equal to or in excess of the principal amount of the Municipal Obligations. The Project is an eligible project under s. 281.58(7), Wis. Stats. Portions of the Project that are ineligible for financing from the CWFP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be and continue to be an eligible Project under the Act during the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the CWFP under the Act. All proceeds of any borrowing of the Municipality that have been spent and are being refinanced with the proceeds of the Loan made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Bonds shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is in compliance with all applicable federal, state and local laws and ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the General Resolution, as the same is in force from time to time.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action, that any other person, firm or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as defined in the Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) a "de minimis" amount as defined in the Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

(t) The Municipality has levied a tax that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance with all conditions, requirements and terms of financial assistance previously awarded through the federal construction grants program and the Wisconsin Fund construction grants program, and the CWFP.

(v) The Municipality has met all terms and conditions contained within, and has received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it has submitted to DNR a bid tabulation for the Project, with a recommendation to DNR for review and concurrence. The expected or actual Substantial Completion date of the Project is May 1, 2013.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the General Resolution provide that if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by deducting those amounts from any State payments due the Municipality.

This means that the following State payments would have been subject to this deduction:

	Transportation	State-shared	Total
2010	\$ 1,458,602.51	\$ 549,543.77	\$ 2,008,146.28
2011	\$ 1,554,608.79	\$ 547,575.00	\$ 2,102,183.79

The amount of State payments anticipated for this year, among others, and as changed or modified from time to time, that are subject to this deduction are:

2012	\$ 1,399,147.91	\$ 474,884.38	\$ 1,874,032.29
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These are not the entire amounts of State aid distributed to the Municipality. Other State aid is subject to intercept on failure of the Municipality to make full Loan payments due the CWFP.

The Municipality acknowledges that s. 70.60, Wis. Stats., and the General Resolution, provide that if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Sewerage System or, in the case of a joint utility system, to bill the users of the Municipality's Sewerage System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan, and the Municipality agrees to accept the Loan. As evidence of the Loan made to the Municipality, the Municipality hereby agrees to sell to the CWFP Municipal Obligations in the aggregate principal amount of \$27,562,754. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.

(c) The Loan shall bear interest at the rate of two and 462/1000ths percent (2.462%) per annum, and interest shall accrue and be payable only on Loan proceeds actually disbursed, from the date of disbursement until the date such amounts are repaid. A description of how the interest rate was determined is included in the Project Manager Summary Page (Exhibit F).

(d) The Municipal Obligation shall include the Loan Disbursement Table (Exhibit C). The actual dates of disbursements shall be reflected as part of the Municipal Obligations. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFP and the Municipality agree that such entries shall be mutually binding.

(e) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Loan.

(f) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the CWFP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on January 25, 2012. It is understood that the actual amount of the Municipality's Loan payments shall be based on the actual date and amount of Loan disbursements for the Project. Notwithstanding the foregoing or anything in the Municipal Obligations, the Loan shall be for no longer than twenty (20) years from the date of this FAA, and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Loan shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements shall be a general obligation evidenced by issuance of general obligation bonds or notes pursuant to ch. 67, Wis. Stats. The security for the Municipality's obligation to meet the annual debt service requirements shall be the full faith and credit of the Municipality and an irrevocable levy of ad valorem taxes and may include revenues of the Municipality's Sewerage System which are appropriated and irrevocably deposited in the debt service fund for the Municipal Obligations. Pursuant to s. 67.05(10), Wis. Stats., the tax levy may be reduced by the amounts of revenues so deposited. The Loan is also secured as provided in Section 3.08 hereof.

Section 3.04. Other Amounts Payable The Municipality hereby expressly agrees to pay to the CWFP:

(a) such Servicing Fee as the CWFP may impose pursuant to s. 281.58(9)(d), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.04 shall be deposited in the Expense Fund established pursuant to the General Resolution.

Section 3.05. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may not be prepaid without the prior written consent of the CWFP. The CWFP has sole discretion to withhold such consent.

(b) The Municipality shall pay all costs and expenses of the CWFP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the CWFP and any investment losses incurred or sustained by the CWFP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Loan with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.06. Disbursement of Loan Proceeds

(a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.

(b) The CWFP, through its agents or Trustee, plans to make disbursements of Loan proceeds on a semimonthly basis, upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Loan proceeds are not yet fully disbursed, and CWFP funds were previously disbursed for non-CWFP funded Project Costs, the CWFP shall make necessary adjustments to future disbursements.

(2) If the Loan proceeds are fully disbursed, including disbursements for non-CWFP funded Project Costs, the Municipality agrees to repay to the CWFP an amount equal to the non-CWFP funded Project Costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan prepayment.

(d) The CWFP or its agent shall disburse Loan proceeds only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(e) Disbursement beyond ninety-five percent (95%) of the principal amount of the Loan, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA; and

(4) the Municipality certifies in writing to DNR its compliance with the wage rate requirements. Certification must be as prescribed on Exhibit G.

(f) The following IRS Regulation applies to project expenditures. IRS Regulation 1.148-6(d)(1)(iii), which states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

Section 3.07. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Act or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the CWFP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality, or add a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) Pursuant to s. NR 162.18(1), Wis. Adm. Code, DNR may: declare the unpaid Loan balance due and immediately payable; increase the interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date the FAA was executed; or immediately terminate the FAA and disburse no additional funds, if the Loan has not been fully disbursed.

(3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Municipality's Sewerage System and of the earnings, income, rents, issues and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(4) In the case of a joint utility system, the CWFP may bill the users of the Municipality's system directly.

(5) The CWFP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.08. Security for the Loan As security for the Loan hereunder, the Municipality hereby pledges the full faith and credit of the Municipality and an irrepealable levy of ad valorem taxes (which is a dedicated source of revenue), and is in accordance with the terms of the Municipal Obligation Resolution.

Section 3.09. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Sewerage System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of the Loan. The Municipality agrees to provide written evidence of insurance coverage to the CWFP upon request at any time during the term of the Loan.

In the event that the Sewerage System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Sewerage System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, scope or functional layout as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state and local laws, ordinances and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the acquisition and construction of the Project, and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

(1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;

(2) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;

(3) obtain all required permits and authorizations from appropriate authorities, if required, for operation and use of the Project; and

(4) submit to DNR an Operation and Maintenance Manual Certification Checklist.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns and amendments exceeding the Loan amount, the CWFP may allocate additional financial assistance to a Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Act and Regulations. The allocation of additional financial assistance shall depend upon availability of funds and present value subsidy, pursuant to the Act and the Regulations.

(b) In the event that Loan proceeds are not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Loan proceeds, and shall not be entitled to any reimbursement therefor from the CWFP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the CWFP pursuant to an amendment of this FAA or through a separate FAA.

Section 4.06. No Warranty Regarding Condition, Suitability or Cost of Project Neither the CWFP, DOA, DNR nor the Trustee makes any warranty, either express or implied, as to the Project or its condition or that it shall be suitable for the Municipality's purposes or needs, or that the proceeds of the Loan shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build and effectively operate and maintain the Project as required by laws, regulations, permits and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V
COVENANTS

Section 5.01. Application of Loan Proceeds The Municipality shall apply the proceeds of the Loan solely for Project Costs.

Section 5.02. Operation and Maintenance; Equipment Replacement Fund

(a) After completion of the Project, the Municipality shall:

(1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;

(2) maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept, in good repair, working order and condition; and

(3) periodically make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit. The Municipality shall not, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Sewerage System, except for portions of the Sewerage System sold or otherwise disposed of in the course of ordinary repair and replacement of parts so long as the Loan is outstanding.

(b) The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. All User Fees or other revenues specifically collected for the equipment replacement fund shall be deposited into the equipment replacement fund and used for replacement and major repair of equipment necessary for the operation of the Sewerage System. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement itemized schedule developed by the Municipality or the percentage schedule option. The Project Manager Summary Page (Exhibit F) shall specify the required annual deposit or required minimum balance/percentage.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Sewerage System, the Municipality shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, permits, approvals and this FAA, including without limitation, the Act, the Regulations and the WPDES Permit.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Sewerage System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP) and directions issued by the CWFP. Without any request, the Municipality shall furnish to DOA, as soon as available and in any event within one hundred twenty ~~days~~ ^{SSly} ~~(150)~~ ⁽¹²⁰⁾ days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by such independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFP funds for the Project. All Loan proceeds shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall permit any

authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Loan, and shall produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them or their authorized representatives, and shall permit extracts and copies of the Project records to be made by them or their authorized representatives, and shall fulfill information requests by them or their authorized representatives.

Section 5.06. Records The Municipality shall retain all files, books, documents and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Sewerage System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction, under the direction of a professional engineer licensed by the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied, unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the CWFP are advanced to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates within three business days and that all amounts actually received by such Municipality from the CWFP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(5) of the Code or any successor provision.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Act and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project in accordance with s. NR 162.08, Wis. Adm. Code. The Municipality covenants that it shall review the User Charge System at least every two years and shall revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of any material damage to or destruction of the Project or any part thereof, or actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain or otherwise, all or a part of the Sewerage System, any action, suit or proceeding at law or in equity or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project or operate the Sewerage System or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless and defend DNR, DOA and all their officers, employees, and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, acts, or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Loan. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any payment made under the Loan to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees will be added as a special charge to the property tax bill of the user.

Section 5.19. Sewer Use Ordinance The Municipality shall comply with the provisions of the Sewer Use Ordinance, as certified in the Application. The Municipality covenants that it shall comply with and enforce all provisions of the Sewer Use Ordinance, as established pursuant to the Act and Regulations.

Section 5.20. Rebates The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment.

Section 5.21. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

- (1) the resulting, surviving or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving or transferee legal entity is eligible to receive financial assistance under the Act;
- (3) such resulting, surviving or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the CWFP deems reasonably necessary to protect its environmental and credit interests; and
- (4) the CWFP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. Wage Rate Requirements The municipality represents that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) Department of Administration
Office of Capital Finance
Clean Water Fund Program
101 East Wilson Street, 10th Floor
Madison, WI 53702-0004
Or
PO Box 7864
Madison, WI 53707-7864
- (b) Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
Madison, WI 53702-0005
Or
PO Box 7921
Madison, WI 53707-7921
- (c) U.S. Bank Corp Trust
Sharyl Saver EP-MN-WS3T
60 Livingston Avenue
St. Paul, MN 55101-2292
- (d) City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the CWFP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements and Modifications This FAA may be amended, supplemented or modified to provide for additional Loans for the Project by the CWFP to the Municipality or for other purposes. All amendments, supplements and modifications shall be in writing between the CWFP, by DNR and DOA acting under authority of the Act, and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Act.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations and agreements of the Municipality herein contained are hereby declared to be for the benefit of and are enforceable by the CWFP, its Trustee or its authorized agent.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this FAA and the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with General Resolution The Municipality covenants and agrees that it shall comply with the provisions of the General Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the General Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA or the Trustee of opinions that may be required under the General Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The CWFP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which financial assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the CWFP determines that there is a reasonable basis for the requested termination, the CWFP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the CWFP determines that the Municipality has ceased work on the Project without reasonable basis, the CWFP may unilaterally terminate financial assistance or rescind this FAA.

Section 6.12. Rescission The CWFP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the CWFP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first above written.

CITY OF FRANKLIN

By: _____
Thomas M. Taylor
Mayor

Attest: _____
Sandra L. Wesolowski
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

CITY OF FRANKLIN
CWFP Project No. 4006-06

Force Account Work	\$ 65,000
Interim Financing Costs	0
Facility Plan Preparation	18,598
Plans/Specifications Preparation	1,555,405
Land or Easement Acquisition	488,752
Engineering/Construction Mgmt.	4,011,299
Construction/Equipment	18,946,348
Contingency	2,388,657
Miscellaneous Costs	63,695
CWFP Closing Costs	25,000
TOTAL	\$27,562,754

City of Franklin, Wisconsin
Project 4006-06 Clean Water Fund Program
 Loan Closing Date:

Exhibit B-1

January 25, 2012

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Interest Rate</u>	<u>Interest Payment</u>	<u>Principal & Interest</u>	<u>Bond Year Debt Service</u>	<u>Calendar Year Debt Service</u>
1-May-12		2.462%	180,958.67	180,958.67	180,958.67	
1-Nov-12		2.462%	339,297.50	339,297.50		520,256.17
1-May-13		2.462%	339,297.50	339,297.50	678,595.00	
1-Nov-13		2.462%	339,297.50	339,297.50		678,595.00
1-May-14	1,235,418.33	2.462%	339,297.50	1,574,715.83	1,914,013.33	
1-Nov-14		2.462%	324,089.50	324,089.50		1,898,805.33
1-May-15	1,265,834.33	2.462%	324,089.50	1,589,923.83	1,914,013.33	
1-Nov-15		2.462%	308,507.08	308,507.08		1,898,430.91
1-May-16	1,296,999.17	2.462%	308,507.08	1,605,506.25	1,914,013.33	
1-Nov-16		2.462%	292,541.02	292,541.02		1,898,047.27
1-May-17	1,328,931.29	2.462%	292,541.02	1,621,472.31	1,914,013.33	
1-Nov-17		2.462%	276,181.88	276,181.88		1,897,654.19
1-May-18	1,361,649.57	2.462%	276,181.88	1,637,831.45	1,914,013.33	
1-Nov-18		2.462%	259,419.97	259,419.97		1,897,251.42
1-May-19	1,395,173.39	2.462%	259,419.97	1,654,593.36	1,914,013.33	
1-Nov-19		2.462%	242,245.39	242,245.39		1,896,838.75
1-May-20	1,429,522.56	2.462%	242,245.39	1,671,767.95	1,914,013.34	
1-Nov-20		2.462%	224,647.96	224,647.96		1,896,415.91
1-May-21	1,464,717.40	2.462%	224,647.96	1,689,365.36	1,914,013.32	
1-Nov-21		2.462%	206,617.29	206,617.29		1,895,982.65
1-May-22	1,500,778.74	2.462%	206,617.29	1,707,396.03	1,914,013.32	
1-Nov-22		2.462%	188,142.71	188,142.71		1,895,538.74
1-May-23	1,537,727.92	2.462%	188,142.71	1,725,870.63	1,914,013.34	
1-Nov-23		2.462%	169,213.28	169,213.28		1,895,083.91
1-May-24	1,575,586.78	2.462%	169,213.28	1,744,800.06	1,914,013.34	
1-Nov-24		2.462%	149,817.80	149,817.80		1,894,617.86
1-May-25	1,614,377.72	2.462%	149,817.80	1,764,195.52	1,914,013.32	
1-Nov-25		2.462%	129,944.81	129,944.81		1,894,140.33
1-May-26	1,654,123.70	2.462%	129,944.81	1,784,068.51	1,914,013.32	
1-Nov-26		2.462%	109,582.55	109,582.55		1,893,651.06
1-May-27	1,694,848.23	2.462%	109,582.55	1,804,430.78	1,914,013.33	
1-Nov-27		2.462%	88,718.97	88,718.97		1,893,149.75
1-May-28	1,736,575.39	2.462%	88,718.97	1,825,294.36	1,914,013.33	
1-Nov-28		2.462%	67,341.73	67,341.73		1,892,636.09
1-May-29	1,779,329.88	2.462%	67,341.73	1,846,671.61	1,914,013.34	
1-Nov-29		2.462%	45,438.17	45,438.17		1,892,109.78
1-May-30	1,823,136.98	2.462%	45,438.17	1,868,575.15	1,914,013.32	
1-Nov-30		2.462%	22,995.36	22,995.36		1,891,570.51
1-May-31	1,868,022.62	2.462%	22,995.36	1,891,017.98	1,914,013.34	1,891,017.98
Totals	27,562,754.00		7,749,039.61	35,311,793.61	35,311,793.61	35,311,793.61

Net Interest Rate 2.4620%
 Bond Years 314,745.7290
 Average Life 11.4192

The above schedule assumes full disbursement of the loan on the loan closing date.
 27-Dec-11 Wisconsin Department of Administration

EXHIBIT C

FORM OF LOAN DISBURSEMENT TABLE

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Sewerage System.

EXHIBIT E

ENVIRONMENTAL IMPROVEMENT FUND
 CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed Good Faith Certification Form 8700-294 and MBE/WBE/SBBA Contacts Worksheet Form 8700-294A. Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (s. 19.31 - 19.39, Wis. Stats.).

Municipality Name: City of Franklin Project Number: 4006-06 Loan/Grant Amount: \$ 27,562,754
 Project Description: Construct Ryan Creek Interceptor
 Did the municipality satisfy the MBE/WBE/SBBA requirements? X Yes No (If no, refer to Exhibit F-Project Manager Summary Page.)

Construction/Equipment/Supplies Contracts	DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to MBE/WBE/SBBA Firm
Prime: Super Excavators C02006C01	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA X N/A	60 th St. to 76 th St.	5,435,671	Municipality Completes at Project Closeout
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Prime: Super Excavators C02006C02	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA X N/A	76 th St. to 92 nd St	3,338,775	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Prime: DF Tomasini C02006C03	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA X N/A	92 nd St. to 112 th St.	5,374,692	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Prime: Globe Contractors C02006C04	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA X N/A	112 th St. to 124 th St.	4,797,210	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
				Total MBE \$
				Total WBE \$
				Total SBRA \$

Professional/Technical Services Contracts	DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to MBE/WBE/SBRA Firm
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA <input type="checkbox"/> N/A			Municipality Completes at Project Closeout
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
				Total MBE \$ _____
				Total WBE \$ _____
				Total SBRA \$ _____

*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

Name of Person Completing This Form	Email Address	Phone Number
-------------------------------------	---------------	--------------

Certification	
I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct.	
Name/Title of Municipal Official	Date Signed
Signature	

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF FRANKLIN
CWFP Project No. 4006-06

1. Project Description: This project includes the construction of a gravity interceptor from the City of Muskego to the existing Milwaukee Metropolitan Sewerage District (MMSD) MIS at 60th Street and Ryan Road in the City of Franklin. This interceptor is to serve the southern half of the City of Muskego and the southwest quarter of the City of Franklin. This project was included in MMSD's 2020 Facilities Plan and MMSD will purchase the Ryan Creek Interceptor from Franklin and will make the CWF principal and interest payments starting in 2015. Upon full payment of the CWF loan, MMSD will own, operate and maintain the interceptor.
2. Ineligibles: There were no ineligible costs identified in the review of this project. If the Department identifies ineligible Project Costs as the Project progresses, the Department will notify the Municipality.
3. Other Funding Sources: None.
4. Composite Interest Rate for Compliance Maintenance or New/Changed Limits Project:

Total Eligible Costs	\$27,562,754
Total Requested Costs	\$27,562,754
Parallel Cost Percentage (PCP)	96.10%
<hr/>	
Maximum DBE Penalty = Total Eligible Costs X PCP X 8%	\$2,118,958
Actual DBE Penalty (If not applicable, penalty is \$0. Cannot exceed Maximum DBE Penalty.)	\$0
Septage Facility Costs at 0%	\$0
<hr/>	
Maximum Subsidized Rate Costs = (Total Eligible Costs X PCP) – Actual DBE Penalty	\$26,486,980
<hr/>	
Actual Subsidized Rate Costs (Note: Cannot exceed Maximum Subsidized Rate Costs, but may be less if not requesting Total Eligible Costs.)	\$26,486,980
Market Rate Costs = Total Requested Costs – Actual Subsidized Rate Costs	\$1,075,774
<hr/>	
Septage Facility Costs at 0%	\$0
<hr/>	
Total Loan Amount = Actual Subsidized Rate Costs + Market Rate Costs	\$27,562,754
Composite Interest Rate = (Actual Subsidized Rate Costs/Total Loan Amount) X 2.400% + (Market Rate Costs/Total Loan Amount) X 4.000% + (Septage Facility Costs at 0%)	2.462%

5. Miscellaneous Costs: As shown in the Project Budget Sheet Summary (Exhibit A), CWFP funding in the amount of \$63,695 is included in the Miscellaneous category for:

Trench Response Team - \$58,695
Relocate Security System - \$5,000

Each construction-related item, denoted by an asterisk (*), will require review and approval by the regional Construction Management Engineer (CME) **prior** to reimbursement from the CWFP. The municipality must provide the CME with a copy of the vendor's invoice, procurement method used and applicable bidding and contracting documentation. When the CME has determined eligibility and given approval, the municipality may request reimbursement from the CWFP.

6. Contingency Allowance: The Contingency allowance of \$2,388,657 is five percent of the amount of uncompleted construction work adjusted for reviewed in-house change orders.

Base contingency	\$947,317
(Uncompleted construction work x 5%)	

Super Excavators	Contract No. CO2006CO1 CO No. 1 - 3	\$210,215
Super Excavators	Contract No. CO2006CO2 CO No. 1 - 3	466,715
DF Tomasini	Contract No. CO2006CO3 CO No. 1 - 4	764,210
Globe Contractors	Contract No. CO2006CO4 CO No. 1	200

Total Contingency Allowance	\$2,388,657
-----------------------------	-------------

7. Equipment Replacement Fund: The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement schedule developed by the Municipality. In reviewing the equipment replacement fund schedule in the CWFP application, the annual deposit is estimated at \$55,750.

8. Green Project Reserve: None.

Green Infrastructure	\$0
Water Efficiency	\$0
Energy Efficiency	\$0
Environmentally Innovative	\$0
TOTAL Green Project Reserve Funding	\$0

EXHIBIT G

WAGE RATE COMPLIANCE CERTIFICATION

[To Be Prepared on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Franklin (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4006-06 (the "Project"), the Municipality has met all the requirements of the Davis-Bacon Act.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Highest Elected Official]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]

Dated as of: _____

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/10/12</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Resolution Authorizing Redemption of \$6,150,000 in General Obligation Promissory Notes, Dated August 15, 2005</p>	<p>ITEM NUMBER</p> <p><i>G.3.</i></p>

Analysis

The City's adopted 2012 budget anticipated the call of the 2013, 2014 and 2015 maturities of the 2005 debt issue and use internal funds to pay off the debt. The rationale is that the City is earning considerably less on its investments than the 3.9% interest it is paying on this debt issue. The anticipated savings is \$430,000 by using investable funds to prepay these debt issues and having the investments repaid with debt service tax levy over the next three years as is presently scheduled. The funds will come from the investible funds of the General fund and be advanced for the early debt repayments of \$6.15 Million.

Our Bond Counsel, Quarles & Brady, has prepared the official resolution to accomplish the Bond Call. Thirty days prior to the call Depository Transfer Corp. needs be notified of the pending call. Investors should be given as much time as possible of this pending call.

Fiscal Note

There is currently a favorable financial impact (spread) of 3.5% in rates to this action. At these spreads the City will save about \$430,000 until the regular maturity date of these promissory notes.

Please note that the \$6,150,000 is required to be shown as an expense and accounts for the largest portion (80.9%) of the City's 2012 increase in expenses. Of the total increase in expenses of 19.9%, this single action accounted for 16.1% of the increase. Increases in all other areas of the budget were 3.8%. Note the total reported increase was 24% which was incorrect due to incorrect information given to the local reporter.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2012 - _____ authorizing redemption of \$6,150,000 in General Obligation Promissory Notes, Dated August 15, 2005.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

Resolution No. 2012 - _____

RESOLUTION AUTHORIZING THE REDEMPTION OF \$6,150,000 IN
GENERAL OBLIGATION PROMISSORY NOTES, DATED AUGUST 15, 2005

WHEREAS, the City of Franklin, Milwaukee County, Wisconsin (the "City") has outstanding its General Obligation Promissory Notes, dated August 15, 2005 (the "Notes");

WHEREAS, the Common Council has determined that it is necessary, desirable and in the best interest of the City to call the Notes maturing on March 1, 2013 through March 1, 2015 for redemption on March 1, 2012 with City funds on hand;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that the Notes are called for prior payment on March 1, 2012 at the price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk and Director of Finance & Treasurer to cause timely notice of redemption, in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice.

Introduced at a regular meeting of the Common Council of the City of Franklin this 10th day of January, 2012.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 10th day of January, 2012.

Thomas M. Taylor, Mayor

ATTEST:

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

AYES ___ NOES ___ ABSENT ___

EXHIBIT A

NOTICE OF FULL CALL*

Regarding

CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES
DATED AUGUST 15, 2005

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on March 1, 2012 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
03/01/2013	\$1,850,000	3.90%	355185KV0
03/01/2014	2,100,000	3.90%	355185KW8
03/01/2015	2,200,000	3.90%	355185KX6

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before March 1, 2012.

Said Notes will cease to bear interest on March 1, 2012.

By Order of the
Common Council
City of Franklin
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery or facsimile transmission and in any other manner required by The Depository Trust Company, to The Depository Trust Company Attn: Supervisor, Call Notification Department, 55 Water Street, 50th Floor, New York, NY 10041-0099, not less than thirty (30) days nor more than sixty (60) days prior to March 1, 2012 and to the MSRB.

If the Bonds are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

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APPROVAL <i>Slw</i> <i>CR</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/10/12
REPORTS & RECOMMENDATIONS	Recommendation from the Director of Finance and Treasurer to establish Additional SBA Repurchase Agreements as authorized Investment Vehicles	ITEM NUMBER <i>G.H.</i>

Background

The Common Council in February 2010 approved establishing Repurchase Agreements as an authorized Investment Vehicle. The Baner REPO A was used. In January 2011 the Baner REPO B product was added. The 2011 investment experience shows that the main issue was keeping the investment (schedule attached). We had more dollars to invest than this vendor had investments available.

Pennant Management has two additional lines available at a lower but still attractive interest rate. The HEC Opportunity Fund LLC – REPO B and the ESI Investors III LLC REPO B Control Agreements are attached.

An executive summary shows the details of the two additional lines which parallel the Baner REPO B product Guaranteed loans pools can be liquidated in two to three weeks.

The REPO products reset the interest rate earned as interest rates rise as they are based on the prime interest rate making them a good investment choice when interest rates do rise.

Recommendation

The Director of Finance & Treasurer is recommending approval to the Common Council of the HEC Opportunity Fund LLC – REPO B and the ESI Investors III LLC REPO B as additional investment vehicles for the General Fund and Property tax Fund to use for available investments until interest rates rise.

COUNCIL ACTION REQUESTED

Motion to authorize Director of Finance & Treasurer or Deputy Treasurer to set up and sign a customer account control agreements for the General Fund and the Property tax Fund with Pennant /GreatBanc Trust Company for the HEC Opportunity Fund LLC – REPO B and the ESI Investors III LLC REPO B products.

SBA Repo Investments

Date	Investment			Total
	General		Property Tax	
	<u>Banes REPO A</u> Prime - 1.5	<u>Banes REPO B</u> Prime -1.25	<u>REPO A</u>	
12/31/2010	\$ 2,700,000.00	\$ -	\$ -	\$ 2,700,000.00
1/31/2011	\$ 2,700,000.00	\$ -	\$ -	\$ 2,700,000.00
2/16/2011	10,000,000.00	-	-	10,000,000.00
2/28/2011	12,700,000.00	-	-	12,700,000.00
3/31/2010		-	-	-
3/31/2011	12,700,000.00	-	-	12,700,000.00
4/5/2011	(700,000.00)			(700,000.00)
4/27/2011	(10,000,000.00)			(10,000,000.00)
4/30/2011	2,000,000.00	-	-	2,000,000.00
5/31/2011	2,000,000.00	-	-	2,000,000.00
6/28/2011	-	1,500,000.00		1,500,000.00
6/30/2011	2,000,000.00	1,500,000.00	-	3,500,000.00
7/31/2011	2,000,000.00	1,500,000.00	-	3,500,000.00
8/25/2011	(1,000,000.00)			(1,000,000.00)
8/30/2011	(1,000,000.00)			(1,000,000.00)
8/31/2011	-	1,500,000.00	-	1,500,000.00
9/30/2011	-	1,500,000.00	-	1,500,000.00
10/31/2011	-	1,500,000.00	-	1,500,000.00
11/30/2011	-	1,500,000.00	-	1,500,000.00
12/29/2011		1,500,000.00		1,500,000.00
12/31/2011	-	3,000,000.00	-	3,000,000.00

EXECUTIVE SUMMARY OF THE SBA REPURCHASE AGREEMENTS

COLUMN 1	#2	#3	#5	#6
	NEW SBA-LOAN CERTIFICATE LINE			
November 30, 2011	Banes Capital Management Overnight Repurchase Agreement "Repo A" POOLS ONLY	Banes Capital Management Overnight Repurchase Agreement "Repo B" LOAN CERTIFICATES	Sol-Hess/HEC Opportunity CRA Fund, LLC Overnight Repurchase Agreement HEC Opportunity Fund- "Repo B" LOAN CERTIFICATES	ESI Investors III ; Sol-Hess SBA/ Sol-Hess LLC Overnight Repurchase Agreement LOAN CERTIFICATES
COLLATERAL TYPE FOR MARGIN: SBA Proprietary Product- has been Offered:	[A] September 2009	March 2010	June 2010	December 2011
Audited Financial Statements?	Yes; Annually	Yes; Annually	Yes; Annually	Yes; Annually
<u>Income/Earnings:</u>				
Yield on Overnight Investment: Prime Rate = 3.25%	Prime Rate - 1.50%, Resets Monthly	Prime Rate - 1.25%, Resets Monthly	Prime Rate - 1.75%, Resets Monthly	Prime Rate - 1.75%, Resets Monthly
Yield Reset (Frequency):	Monthly as published by the <i>WSJ</i>	Monthly as published by the <i>WSJ</i>	Monthly as published by the <i>WSJ</i>	Monthly as published by the <i>WSJ</i>
Basis of Computing Earnings:	Daily invested capital - on Actual/360	Daily invested capital - on Actual/360	Daily invested capital - on Actual/360	Daily invested capital - on Actual/360
Earnings Collected by Investor:	Sent-Repitive Wire 2nd business day-after month/end	Sent-Repitive Wire 2nd business day-after month/end	Sent-Repitive Wire 2nd business day-after month/end	Sent-Repitive Wire 2nd business day-after month/end
<u>Balance Sheet and Quarterly CALL Reports (for depository institutions)</u>				
Balance Sheet-Independent Audit Reports	Separate Line on Balance Sheet with supporting Footnote	Separate Line on Balance Sheet with supporting Footnote	Separate Line on Balance Sheet with supporting Footnote	Separate Line on Balance Sheet with supporting Footnote
CALL REPORT SCHEDULES				
Schedule RI	Report earnings on line 1f.	Report earnings on line 1f.	Report earnings on line 1f.	Report earnings on line 1f.
Schedule RC	Reported on RC; line 3b.	Reported on RC; line 3b.	Reported on RC; line 3b.	Reported on RC; line 3b.
Schedule RC-K(Quarterly Averages)	Reported on Line 5	Reported on Line 5	Reported on Line 5	Reported on Line 5
Schedule RCR- (Risk Based Capital-"RBC")	Reported on line 37; Col D	Reported on line 37; Col D	Reported on line 37; Col D	Reported on line 37; Col D
RISK- BASED CAPITAL ("RBC")	Reported similar to Fed Funds Sold~20% RBC	Reported similar to Fed Funds Sold~20% RBC	Reported similar to Fed Funds Sold~20% RBC	Reported similar to Fed Funds Sold~20% RBC
<u>Collateral Requirements and Reporting</u>				
Acceptable Collateral for Investors'	SBA-7(a) Guaranteed Pools, Accrued Interest Receivable, and Cash deposits	SBA-7(a) and USDA Guaranteed Loans, Accrued Interest Receivable, and Cash deposits	SBA-7(a) and USDA Guaranteed Loans, Accrued Interest Receivable, and Cash deposits	SBA-7(a) Int Certs; SBA 504 Loan Pools, USDA Loans, AID's, US Govt Entity Loans Accrued Int Receivable, Cash,
Required Collateral Margin per \$1.00 invested (see)	102.50%	102.50%	102.50%	102.50%
Measurement of Minimum Required Collateral performed by	GreatBanc Trust Company	GreatBanc Trust Company	GreatBanc Trust Company	GreatBanc Trust Company
Frequency of Minimum Required Collateral	Each Business Day by GBTC	Each Business Day by GBTC	Each Business Day by GBTC	Each Business Day by GBTC
Other Reports generated for Investors^^	a) Month-end Position Report- b) Entire Collateral Run-	a) Month-end Position Report- b) Entire Collateral Run-	a) Month-end Position Report- b) Entire Collateral Run-	a) Month-end Position Report- b) Entire Collateral Run-
Current Repo Spot Rates as of August 2011:	1.75%	2.00%	1.50%	1.50%
Estimated LGIPool Rate as of December 15th, 2011:	0.14%	0.14%	0.14%	0.14%
Yield Advantage Relative to Fed Funds	1.61%	1.86%	1.36%	1.36%

^^ All reports are delivered electronically for ease of storage

**CUSTOMER ACCOUNT CONTROL AGREEMENT
(HEC Opportunity Fund LLC Repo B)**

THIS CUSTOMER ACCOUNT CONTROL AGREEMENT, dated as of the ___ of _____ 20___, is among Pennant Management, Inc., a Wisconsin corporation (the "Adviser"), City of Franklin General Account (the "Client"), and GreatBanc Trust Company (the "Custodian").

Recitals

The Adviser, the Client and the Custodian acknowledge the following:

A. The Adviser, as agent for the benefit and on behalf of its clients, and HEC Opportunity Fund LLC, a Delaware limited liability company ("HEC"), entered into a certain Master Repurchase Agreement (Repo B) dated as of June 3, 2010, together with all Annexes and Exhibits thereto (as the same may have been amended from time to time through the date hereof, the "Repurchase Agreement B"), pursuant to which the Adviser and HEC agreed to enter into transactions from time to time in which HEC will transfer to the Adviser securities, other financial assets, instruments, documents and/or cash against the transfer of funds by the Adviser, and the Adviser will thereafter transfer such securities, other financial assets, instruments, documents and/or cash to HEC, at a date certain or on demand, against the transfer of funds by HEC (each such transaction being referred to in the Repurchase Agreement B as a "Transaction"). For reference purposes, said Repurchase Agreement B is incorporated herein. Incorporation of said Repurchase Agreement B does not, however, create or impose any obligations on the Custodian, as it is not a party thereto.

B. The Adviser, as agent for the benefit and on behalf of its clients, and HEC entered into a Repurchase Transaction Tri-Party Custody Agreement (Repo B) dated as of June 3, 2010 (as the same may have been amended from time to time through the date hereof, the "Custody Agreement"), with the Custodian, pursuant to which the Custodian agrees to serve in a custodial capacity with respect to the Transactions contemplated by the above-referenced Repurchase Agreement B. For reference purposes, said Custody Agreement is incorporated herein.

C. Pursuant to the above-referenced Custody Agreement, the Custodian agrees to maintain account number 14164480 (the "Pennant/HEC Repo B Account") as a custody account on behalf of the Adviser's clients, and to administer the Pennant/HEC Repo B Account in the same manner the Custodian administers similar accounts established for the same purposes on behalf of the Custodian's customers.

D. The Adviser, as agent for the benefit and on behalf of its clients, HEC and the Custodian entered into a Master Account Control Agreement (Repo B) dated as of June 3, 2010 (as the same may have been amended from time to time through the date hereof, the "Primary Account Agreement") to perfect the Adviser's right, title and interest, as agent for the benefit and

on behalf of its clients, in the Pennant/HEC Repo B Account and all Purchased Assets (as defined in Repurchase Agreement B) in the Pennant/HEC Repo B Account.

E. The Client and the Adviser entered into an Investment Advisory Agreement dated as of February 5, 2010 (the "Investment Agreement, pursuant to which the Adviser agreed to supervise and direct (and/or make recommendations with respect to) all investments of the Client in various accounts managed by the Client for the benefit and on behalf of its clients.

F. The Client's investments include, but are not limited to, an undivided percentage interest in the Pennant/HEC Repo B Account and all Purchased Assets in the Pennant/HEC Repo B Account.

G. The Client has requested that the Adviser and the Custodian enter into this Customer Account Control Agreement to perfect the Client's undivided percentage interest in the Pennant/HEC Repo B Account and all Purchased Assets in the Pennant/HEC Repo B Account.

AGREEMENTS

In consideration of the Recitals and in order to perfect the Client's undivided percentage interest in the Pennant/HEC Repo B Account, the Adviser, the Custodian and the Client hereby agree as follows:

1. Definitions. All capitalized terms used herein shall have the meanings assigned in the Repurchase Agreement B, the Custody Agreement, the Investment Agreement and in the Uniform Commercial Code as enacted in the State of New York (the "UCC"), unless such terms are otherwise defined herein or the context otherwise requires. For purposes of this Customer Account Control Agreement, the Repurchase Agreement B and the Custody Agreement are referred to collectively sometimes hereinafter as the "Repo B Agreements."

2. The Sub-Account. The Custodian covenants, represents and warrants to the Client that: (a) the Custodian shall at all times maintain account number 14163900 (the "Sub-Account") as a custody account on behalf of the Client, and administer the Sub-Account in the same manner the Custodian administers similar accounts established for the same purposes on behalf of the Custodian's customers; (b) the Custodian shall at all times maintain the Sub-Account to reflect the Client's undivided percentage interest in the Pennant/HEC Repo B Account and all Purchased Assets in the Pennant/HEC Repo B Account, as such Pennant/HEC Repo B Account is maintained in accordance with the Custody Agreement; (c) Exhibit A is a reporting policy regarding statements produced by the Custodian in the ordinary course of its business regarding the property credited to the Sub-Account as of such statement's date; (d) as of the date of each reporting statement issued by the Custodian, the Custodian does not know of any inaccuracy in the statement; and (e) the Custodian does not know of any claim to or interest in the Sub-Account, except for claims and interests of parties to this Customer Account Control Agreement and the claims and interests of HEC under the Repo B Agreements. All parties agree that the Sub-Account is a "securities account" within the meaning of Article 8 of the UCC and

that all property credited to the Sub-Account will be treated as “financial assets” under Article 8 of the UCC.

3. Control by Client; Adviser’s Rights in Sub-Account. While the Investment Agreement and the Repo B Agreements are in effect, the Custodian will note on its books and records the Client’s undivided percentage interest in and to the Pennant/HEC Repo B Account. The Custodian will comply with all notifications it receives directing it to transfer or redeem any financial assets in the Sub-Account (each referred to herein as an “entitlement order”) originated by the Client in accordance with the Client’s rights as set forth in the Investment Agreement, and without further consent by the Adviser. The Custodian also will comply with entitlement orders originated by the Adviser, in accordance with the Adviser’s rights as set forth in the Investment Agreement and the Repo B Agreements. The Custodian may not, however, under any circumstances comply with entitlement orders originated by the Adviser for its own account. Moreover, following declaration of an Event of Default by the Adviser under the Custody Agreement, and exercise by the Adviser of its rights as set forth in the Repo B Agreements, if the Client notifies the Custodian that the Client intends to exercise exclusive control over the Sub-Account (a “Control Notice”), the Custodian will cease (a) complying with entitlement orders or other directions concerning the Sub-Account originated by the Adviser, and (b) distributing to the Adviser any interest and/or dividends on financial assets in the Sub-Account. In connection with the foregoing, simultaneously with its delivery of any Control Notice and Notice of Default under the Primary Account Agreement and the Custody Agreement, the Adviser shall provide copies of such Control Notice and Notice of Default to the Client.

4. Priority of Client’s Interest. The Custodian subordinates in favor of the Client any security interest, lien or right of setoff it may have, now or in the future, against the Sub-Account or financial assets in the Sub-Account, except that, consistent with the UCC, the Custodian will retain its prior lien on financial assets in the Sub-Account to secure payment for financial assets purchased for the Sub-Account and normal commissions and fees of the Sub-Account. The Custodian will not agree with any third party that the Custodian will comply with entitlement orders originated by the third party with respect to the Sub-Account. Notwithstanding the foregoing, but subject at all times to the restrictions set forth in section 3 above, the Client acknowledges that the Custodian has agreed to comply with entitlement orders originated by the Adviser and HEC with respect to the Pennant/HEC Repo B Account, in accordance with the Repo B Agreements and the Primary Account Agreement.

5. Statements, Confirmations and Notices of Adverse Claims. The Custodian will send copies of all statements and confirmations concerning the Sub-Account simultaneously to each of the Adviser and the Client. The Custodian will use reasonable efforts to notify promptly the Client and the Adviser if any other person claims that it has an interest in a financial asset in the Sub-Account or that it is a violation of that person’s rights for anyone else to hold, transfer or deal with the Sub-Account or a financial asset in the Sub-Account.

6. Custodian’s Responsibility. Except for permitting a withdrawal, delivery or payment in violation of section 3, the Custodian will not be liable to the Client for complying with entitlement orders from the Adviser that are received by the Custodian before the Custodian receives and has a reasonable opportunity to act on a Control Notice. The Custodian will not be

liable to the Adviser for complying with a Control Notice or with entitlement orders originated by the Client, even if the Adviser notifies the Custodian that the Client is not legally entitled to issue the entitlement order or such Control Notice, unless (a) the Custodian takes the action after it is served with an injunction, restraining order or other legal process enjoining it from doing so, issued by a court of competent jurisdiction, and had a reasonable opportunity to act on the injunction, restraining order or other legal process, or (b) the Custodian acts in collusion with the Client in violating the Adviser's rights.

This Customer Account Control Agreement does not create any obligation of the Custodian except for those expressly set forth in this Customer Account Control Agreement. In particular, the Custodian need not investigate whether the Client is entitled under the Client's agreements with the Adviser to give an entitlement order or a Control Notice. The Custodian may rely on notices and communications it believes to be given by the appropriate party.

7. Termination. The Client may terminate this Customer Account Control Agreement by notice to the Custodian and the Adviser. The Custodian may terminate this Customer Account Control Agreement only on 30 days' prior notice to the Client and the Advisor. If the Client notifies the Custodian that the Client's interest in the Sub-Account has terminated, this Customer Account Control Agreement will immediately terminate.

8. Governing Law. This Customer Account Control Agreement is being delivered in and shall be deemed to be a contract governed by the laws of the State of Wisconsin and shall be interpreted and enforced in accordance with the laws of that state, without regard to the principles of conflicts of laws, except to the extent that Article 8 of the New York UCC is made applicable to the Transactions under the Repo B Agreements in accordance with Part 120 of Title 13, Code of Federal Regulations.

9. Notices. All notices provided for herein shall be in writing and shall be (a) delivered; (b) sent by express or first class mail; or (c) sent by facsimile transmission and confirmed in writing provided to the recipient in a manner described in (a) or (b), and, if to the Custodian, addressed to it at 801 Warrenville Road, Suite 500, Lisle, Illinois 60532, Attn.: Robin Hanson, Senior Vice President, Facsimile No. 630-810-4501, if to the Client, addressed to it at 9229 W. Loomis Rd., Franklin, WI 53132, Attn.: Calvin Patterson, Treasurer, Facsimile No. 414-425-6428, and if to the Adviser, addressed to it at 11270 West Park Place, Suite 1025, Milwaukee, Wisconsin 53224, Attn.: Jay B. Kaun, COO, Facsimile No. 414-359-1008, or to such other address with respect to any party as such party shall notify the others in writing; such notices shall be deemed given when delivered, mailed or so transmitted.

10. Entire Agreement; Conflicts; Amendments and Modification; Waiver. This Customer Account Control Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof (except to the extent that the parties hereto owe independent covenants and obligations to one another under the express terms of the Investment Agreement or either of the Repo B Agreements, which have been incorporated herein for reference purposes), and supersedes all prior understandings and agreements. Wherever possible, the terms and provisions of this Customer Account Control Agreement shall be interpreted in a manner consistent with and giving full force and effect to the terms and provisions of the Repo B

Agreements. For clarification purposes only, in the event of any conflict between the terms and provisions of this Customer Account Control Agreement and the terms and provisions of one or both of the Repo B Agreements, the terms and provisions of such Repo B Agreement(s) shall control as to the relationships of the applicable parties to such Repo B Agreement(s), but not as to the express covenants and obligations undertaken by the parties under this Customer Account Control Agreement. No provision of this Customer Account Control Agreement shall be amended or modified except by a written instrument executed by the Client, the Custodian and the Adviser. No waiver of any rights hereunder shall be binding on any party hereto unless such waiver is in writing and signed by the party against whom enforcement is sought.

11. Captions; Severability. The captions of the sections and subsections of this Customer Account Control Agreement have been inserted for convenience only and shall not in any way affect the meaning or construction of any provisions of this Customer Account Control Agreement. If any provision of this Customer Account Control Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

12. Successors. The provisions of this Customer Account Control Agreement shall inure to the benefit of and be binding upon any successor of any of the parties hereto; provided that the Adviser's rights under this Customer Account Control Agreement are not assignable.

13. Counterparts. This Customer Account Control Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Customer Account Control Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Customer Account Control Agreement to be executed as of the date first set forth above.

Adviser:

Pennant Management, Inc., a Wisconsin corporation

By: _____
Name: Jay B. Kaun
Its: SVP/COO

Client:

City of Franklin General

By: _____
Name: Calvin Patterson
Its: Treasurer

Custodian:

GreatBanc Trust Company

By: _____
Name:
Its:

EXHIBIT A

Custodian Statements for Sub-Account

GreatBanc Trust Company provides monthly reporting of transactions and holdings. The reporting statements are generated monthly by the 5th business day of each month. Additionally, an annual reporting statement is generated and distributed for each calendar year. All statements are distributed electronically, unless otherwise requested, as follows:

PENNANT MANAGEMENT, INC.
SCHEDULE OF INVESTMENT ADVISORY FEES
FOR CASH MANAGEMENT ACCOUNTS

MARKET VALUE OF ASSETS	ANNUAL FEE
Balance	0.400% of Market Value

FEES FOR EXTRAORDINARY SERVICES

When extraordinary or unusual services are rendered, an additional charge will be made depending on the time required and responsibility involved.

TERMINATION FEE

We reserve the right to charge a reasonable termination fee based upon the time required to complete our duties.

**CUSTOMER ACCOUNT CONTROL AGREEMENT
(ESI Investors III LLC Repo B)**

THIS CUSTOMER ACCOUNT CONTROL AGREEMENT, dated as of the ___ of _____ 20____, is among Pennant Management, Inc., a Wisconsin corporation (the "Adviser"), City of Franklin General Account (the "Client"), and GreatBanc Trust Company (the "Custodian").

Recitals

The Adviser, the Client and the Custodian acknowledge the following:

A. The Adviser, as agent for the benefit and on behalf of its clients, and ESI Investors III LLC, a Delaware limited liability company ("ESI"), entered into a certain Master Repurchase Agreement (Repo B) dated as of December 14, 2011 together with all Annexes and Exhibits thereto (as the same may have been amended from time to time through the date hereof, the "Repurchase Agreement B"), pursuant to which the Adviser and ESI agreed to enter into transactions from time to time in which ESI will transfer to the Adviser securities, other financial assets, instruments, documents and/or cash against the transfer of funds by the Adviser, and the Adviser will thereafter transfer such securities, other financial assets, instruments, documents and/or cash to ESI, at a date certain or on demand, against the transfer of funds by ESI (each such transaction being referred to in the Repurchase Agreement B as a "Transaction"). For reference purposes, said Repurchase Agreement B is incorporated herein. Incorporation of said Repurchase Agreement B does not, however, create or impose any obligations on the Custodian, as it is not a party thereto.

B. The Adviser, as agent for the benefit and on behalf of its clients, and ESI entered into a Repurchase Transaction Tri-Party Custody Agreement (Repo B) dated as of December 14, 2011 (as the same may have been amended from time to time through the date hereof, the "Custody Agreement"), with the Custodian, pursuant to which the Custodian agrees to serve in a custodial capacity with respect to the Transactions contemplated by the above-referenced Repurchase Agreement B. For reference purposes, said Custody Agreement is incorporated herein.

C. Pursuant to the above-referenced Custody Agreement, the Custodian agrees to maintain account number 14168840 (the "Pennant/ESI Repo B Account") as a custody account on behalf of the Adviser's clients, and to administer the Pennant/ESI Repo B Account in the same manner the Custodian administers similar accounts established for the same purposes on behalf of the Custodian's customers.

D. The Adviser, as agent for the benefit and on behalf of its clients, ESI and the Custodian entered into a Master Account Control Agreement (Repo B) dated as of December 14, 2011 (as the same may have been amended from time to time through the date hereof, the

“Primary Account Agreement”) to perfect the Adviser’s right, title and interest, as agent for the benefit and on behalf of its clients, in the Pennant/ESI Repo B Account and all Purchased Assets (as defined in Repurchase Agreement B) in the Pennant/ESI Repo B Account.

E. The Client and the Adviser entered into an Investment Advisory Agreement dated as of February 5, 2010 (the “Investment Agreement, pursuant to which the Adviser agreed to supervise and direct (and/or make recommendations with respect to) all investments of the Client in various accounts managed by the Client for the benefit and on behalf of its clients.

F. The Client’s investments include, but are not limited to, an undivided percentage interest in the Pennant/ESI Repo B Account and all Purchased Assets in the Pennant/ESI Repo B Account.

G. The Client has requested that the Adviser and the Custodian enter into this Customer Account Control Agreement to perfect the Client’s undivided percentage interest in the Pennant/ESI Repo B Account and all Purchased Assets in the Pennant/ESI Repo B Account.

AGREEMENTS

In consideration of the Recitals and in order to perfect the Client’s undivided percentage interest in the Pennant/ESI Repo B Account, the Adviser, the Custodian and the Client hereby agree as follows:

1. Definitions. All capitalized terms used herein shall have the meanings assigned in the Repurchase Agreement B, the Custody Agreement, the Investment Agreement and in the Uniform Commercial Code as enacted in the State of New York (the “UCC”), unless such terms are otherwise defined herein or the context otherwise requires. For purposes of this Customer Account Control Agreement, the Repurchase Agreement B and the Custody Agreement are referred to collectively sometimes hereinafter as the “Repo B Agreements.”

2. The Sub-Account. The Custodian covenants, represents and warrants to the Client that: (a) the Custodian shall at all times maintain account number 14163900 (the “Sub-Account”) as a custody account on behalf of the Client, and administer the Sub-Account in the same manner the Custodian administers similar accounts established for the same purposes on behalf of the Custodian’s customers; (b) the Custodian shall at all times maintain the Sub-Account to reflect the Client’s undivided percentage interest in the Pennant/ESI Repo B Account and all Purchased Assets in the Pennant/ESI Repo B Account, as such Pennant/ESI Repo B Account is maintained in accordance with the Custody Agreement; (c) Exhibit A is a reporting policy regarding statements produced by the Custodian in the ordinary course of its business regarding the property credited to the Sub-Account as of such statement’s date; (d) as of the date of each reporting statement issued by the Custodian, the Custodian does not know of any inaccuracy in the statement; and (e) the Custodian does not know of any claim to or interest in the Sub-Account, except for claims and interests of parties to this Customer Account Control Agreement and the claims and interests of ESI under the Repo B Agreements. All parties agree that the Sub-Account is a “securities account” within the meaning of Article 8 of the UCC and

that all property credited to the Sub-Account will be treated as “financial assets” under Article 8 of the UCC.

3. Control by Client; Adviser’s Rights in Sub-Account. While the Investment Agreement and the Repo B Agreements are in effect, the Custodian will note on its books and records the Client’s undivided percentage interest in and to the Pennant/ESI Repo B Account. The Custodian will comply with all notifications it receives directing it to transfer or redeem any financial assets in the Sub-Account (each referred to herein as an “entitlement order”) originated by the Client in accordance with the Client’s rights as set forth in the Investment Agreement, and without further consent by the Adviser. The Custodian also will comply with entitlement orders originated by the Adviser, in accordance with the Adviser’s rights as set forth in the Investment Agreement and the Repo B Agreements. The Custodian may not, however, under any circumstances comply with entitlement orders originated by the Advisor for its own account. Moreover, following declaration of an Event of Default by the Adviser under the Custody Agreement, and exercise by the Adviser of its rights as set forth in the Repo B Agreements, if the Client notifies the Custodian that the Client intends to exercise exclusive control over the Sub-Account (a “Control Notice”), the Custodian will cease (a) complying with entitlement orders or other directions concerning the Sub-Account originated by the Adviser, and (b) distributing to the Advisor any interest and/or dividends on financial assets in the Sub-Account. In connection with the foregoing, simultaneously with its delivery of any Control Notice and Notice of Default under the Primary Account Agreement and the Custody Agreement, the Adviser shall provide copies of such Control Notice and Notice of Default to the Client.

4. Priority of Client’s Interest. The Custodian subordinates in favor of the Client any security interest, lien or right of setoff it may have, now or in the future, against the Sub-Account or financial assets in the Sub-Account, except that, consistent with the UCC, the Custodian will retain its prior lien on financial assets in the Sub-Account to secure payment for financial assets purchased for the Sub-Account and normal commissions and fees of the Sub-Account. The Custodian will not agree with any third party that the Custodian will comply with entitlement orders originated by the third party with respect to the Sub-Account. Notwithstanding the foregoing, but subject at all times to the restrictions set forth in section 3 above, the Client acknowledges that the Custodian has agreed to comply with entitlement orders originated by the Adviser and ESI with respect to the Pennant/ESI Repo B Account, in accordance with the Repo B Agreements and the Primary Account Agreement.

5. Statements, Confirmations and Notices of Adverse Claims. The Custodian will send copies of all statements and confirmations concerning the Sub-Account simultaneously to each of the Adviser and the Client. The Custodian will use reasonable efforts to notify promptly the Client and the Adviser if any other person claims that it has an interest in a financial asset in the Sub-Account or that it is a violation of that person’s rights for anyone else to hold, transfer or deal with the Sub-Account or a financial asset in the Sub-Account.

6. Custodian’s Responsibility. Except for permitting a withdrawal, delivery or payment in violation of section 3, the Custodian will not be liable to the Client for complying with entitlement orders from the Adviser that are received by the Custodian before the Custodian receives and has a reasonable opportunity to act on a Control Notice. The Custodian will not be

liable to the Adviser for complying with a Control Notice or with entitlement orders originated by the Client, even if the Adviser notifies the Custodian that the Client is not legally entitled to issue the entitlement order or such Control Notice, unless (a) the Custodian takes the action after it is served with an injunction, restraining order or other legal process enjoining it from doing so, issued by a court of competent jurisdiction, and had a reasonable opportunity to act on the injunction, restraining order or other legal process, or (b) the Custodian acts in collusion with the Client in violating the Adviser's rights.

This Customer Account Control Agreement does not create any obligation of the Custodian except for those expressly set forth in this Customer Account Control Agreement. In particular, the Custodian need not investigate whether the Client is entitled under the Client's agreements with the Adviser to give an entitlement order or a Control Notice. The Custodian may rely on notices and communications it believes to be given by the appropriate party.

7. Termination. The Client may terminate this Customer Account Control Agreement by notice to the Custodian and the Adviser. The Custodian may terminate this Customer Account Control Agreement only on 30 days' prior notice to the Client and the Adviser. If the Client notifies the Custodian that the Client's interest in the Sub-Account has terminated, this Customer Account Control Agreement will immediately terminate.

8. Governing Law. This Customer Account Control Agreement is being delivered in and shall be deemed to be a contract governed by the laws of the State of Wisconsin and shall be interpreted and enforced in accordance with the laws of that state, without regard to the principles of conflicts of laws, except to the extent that Article 8 of the New York UCC is made applicable to the Transactions under the Repo B Agreements in accordance with Part 120 of Title 13, Code of Federal Regulations.

9. Notices. All notices provided for herein shall be in writing and shall be (a) delivered; (b) sent by express or first class mail; or (c) sent by facsimile transmission and confirmed in writing provided to the recipient in a manner described in (a) or (b), and, if to the Custodian, addressed to it at 801 Warrenville Road, Suite 500, Lisle, Illinois 60532, Attn.: Robin Hanson, Senior Vice President, Facsimile No. 630-810-4501, if to the Client, addressed to it at 9229 W. Loomis Rd., Franklin, WI 53132, Attn.: Calvin Patterson, Treasurer, Facsimile No. 414-425-6428, and if to the Adviser, addressed to it at 11270 West Park Place, Suite 1025, Milwaukee, Wisconsin 53224, Attn.: Mark A. Elste, CEO, Facsimile No. 414-359-1008, or to such other address with respect to any party as such party shall notify the others in writing; such notices shall be deemed given when delivered, mailed or so transmitted.

10. Entire Agreement; Conflicts; Amendments and Modification; Waiver. This Customer Account Control Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof (except to the extent that the parties hereto owe independent covenants and obligations to one another under the express terms of the Investment Agreement or either of the Repo B Agreements, which have been incorporated herein for reference purposes), and supersedes all prior understandings and agreements. Wherever possible, the terms and provisions of this Customer Account Control Agreement shall be interpreted in a manner consistent with and giving full force and effect to the terms and provisions of the Repo B

Agreements. For clarification purposes only, in the event of any conflict between the terms and provisions of this Customer Account Control Agreement and the terms and provisions of one or both of the Repo B Agreements, the terms and provisions of such Repo B Agreement(s) shall control as to the relationships of the applicable parties to such Repo B Agreement(s), but not as to the express covenants and obligations undertaken by the parties under this Customer Account Control Agreement. No provision of this Customer Account Control Agreement shall be amended or modified except by a written instrument executed by the Client, the Custodian and the Adviser. No waiver of any rights hereunder shall be binding on any party hereto unless such waiver is in writing and signed by the party against whom enforcement is sought.

11. Captions; Severability. The captions of the sections and subsections of this Customer Account Control Agreement have been inserted for convenience only and shall not in any way affect the meaning or construction of any provisions of this Customer Account Control Agreement. If any provision of this Customer Account Control Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

12. Successors. The provisions of this Customer Account Control Agreement shall inure to the benefit of and be binding upon any successor of any of the parties hereto; provided that the Adviser's rights under this Customer Account Control Agreement are not assignable.

13. Counterparts. This Customer Account Control Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Customer Account Control Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Customer Account Control Agreement to be executed as of the date first set forth above.

Adviser:

Pennant Management, Inc., a Wisconsin corporation

By: _____

Name: Jay Kaun

Its: Executive Vice President

Client:

City of Franklin - General

By: _____

Name: Calvin Patterson

Its: Treasurer

Custodian:

GreatBanc Trust Company

By: _____

Name:

Its:

EXHIBIT A

Custodian Statements for Sub-Account

GreatBanc Trust Company provides monthly reporting of transactions and holdings. The reporting statements are generated monthly by the 5th business day of each month. Additionally, an annual reporting statement is generated and distributed for each calendar year. All statements are distributed electronically, unless otherwise requested, as follows:

PENNANT MANAGEMENT, INC.
SCHEDULE OF INVESTMENT ADVISORY FEES
FOR CASH MANAGEMENT ACCOUNTS

MARKET VALUE OF ASSETS	ANNUAL FEE
Balance	0.400% of Market Value

FEES FOR EXTRAORDINARY SERVICES

When extraordinary or unusual services are rendered, an additional charge will be made depending on the time required and responsibility involved.

TERMINATION FEE

We reserve the right to charge a reasonable termination fee based upon the time required to complete our duties.

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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;">1/10/12</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Recommendations from the Police Chief regarding Corporal and Sergeant Positions in the Police Department</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G. 5.</p>

BACKGROUND AND ANALYSIS

Currently there is one police corporal position in the police department. The corporal position used to be the first supervisory position an officer would be promoted to. Over several years, the position of Sergeant became the first line supervisory position. Corporal Fred Schenk was the last person holding this position.

Corporal Schenk retired on December 30, 2011. Police Chief Oliva recommends eliminating the corporal position at this time. Having a corporal, a supervisory position, in the police bargaining unit caused issues which need to be eliminated. If the Council approves the elimination of the corporal position, Police Chief Oliva recommends adding one Sergeant's position to the staffing level.

The wage difference between the two positions is approximately \$6,847/year. An additional Sergeant will assist the operations of the police department greatly. Between 2009 and 2010 a Sergeant was off work on injury leave for 117 days. In 2011 another Sergeant was out over 50 days and could continue to be off line for the foreseeable future in 2012. An additional Sergeant will reduce the amount of overtime needed to fill in when Sergeants are out for extended times. The anticipated savings in overtime will more than make up for the increase in salary.

COUNCIL ACTION REQUESTED

Motion to eliminate the corporal position in the police department and to add a sergeant position in the police department.

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/10/2012</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A resolution approving a revised job description for the Police Patrol Officer</p>	<p>ITEM NUMBER</p> <p><i>G.6.</i></p>

Due to a recent retirement in the Police Department we will be creating a new hiring list for Police Patrol Officers. Although the Police & Fire Commission has the authority to appoint Patrol Officers, it is the Personnel Committee's responsibility to recommend and the Common Council's responsibility to approve job descriptions, which includes approval of the job qualifications.

At their meeting on January 5th the Police & Fire Commission recommended changing the qualifications for Patrol Officer to include the requirement to have an Associate's Degree (instead of the current requirement to have 60 college credits) and to be State Certifiable as a Police Officer at the time of application. They have also recommended adding in a minimum age of 21 years old (consistent with what most communities require although the State requirement is age 18) and to add a requirement to be able to type 25 words per minute.

When the City accepted applications for Patrol Officers in January of 2010 we received over 300 applications. Not only does this create administrative work to review and track each applicant, but the City must pay a fee to send each applicant for a written examination. Because the City expects to hire a minimal number of applicants from this new list, and because the City would prefer to hire an applicant that is already State Certified (instead of having to send our new hire thru schooling) it seems logical to narrow down our applicant pool to those with higher qualifications.

The Personnel Committee will consider these changes to Patrol Officer qualifications at their meeting on Monday, January 9th. Their recommendation will be provided to you on 1/10/2012.

The revised job description showing the changes recommended by the Police & Fire Commission is attached for your review. The Police Chief concurs with the recommended changes.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2012-_____, a resolution approving the revised job description for the Police Patrol Officer.

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2012-_____

A RESOLUTION APPROVING A REVISED JOB DESCRIPTION FOR THE
POSITION OF PATROL OFFICER

WHEREAS, the Personnel Committee, Police and Fire Commission and the Police Chief had recommended to the Common Council of the City of Franklin that the proposed Resolution be accepted for the position of Patrol Officer.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the revised job description for the Patrol Officer, dated January 6th, 2012 are hereby approved.

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

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

Passed and adopted by the Common Council of the City of Franklin this _____ day of _____, 2012.

APPROVED:

Thomas Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, Director of Clerk Services
AYES ___ NOES ___ ABSENT ___

CITY OF FRANKLIN
Job Description

Job Title: Patrol Officer

Department: Police

Appointing Authority: Chief of Police/Fire and Police Commission

Reports To: Sergeant of Police

Salary Grade:

FLSA Status: Non-Exempt

Prepared By: ~~Kenneth W. Bohn, Chief of Police~~ Dana Zahn

Prepared Date: ~~January 27 2003~~ 6, 2012

Approved By: Resolution 2003--55582012-

Approved Date: ~~July 15th, 2003~~ January 10, 2012

Summary

The Patrol Officer performs a variety of law enforcement and social services work that enhances the safety, security, civil order, and stable atmosphere of the community. Duties include but are not limited to security and crime prevention patrols; traffic control and traffic law enforcement; investigation and first aid at accident scenes; response to calls for service including rescues, crimes, and community service; and detection, investigation, apprehension, and arrest of persons involved in crimes or misconduct.

Essential Duties and Responsibilities

Essential duties and responsibilities include the following. Other duties may be assigned.

Enforce all City and State codes, ordinances, laws and regulations (both traffic and criminal) in order to ensure public safety, prevent crime, and promote security.

Perform security patrols, traffic control, investigation and first aid at accidents; detect, investigate, apprehend, and arrest persons involved in crimes or misconduct.

Use sound judgment in deciding course of action, handle difficult and emergency situations, with or without assistance, in a manner appropriate for the situation and exercises rational judgment in all job responsibilities

Carry out duties in conformance with Federal, State, County, and City laws and ordinances.

Work cooperatively with supervisors and coworkers, direct traffic, patrol City streets, parks, commercial and residential areas to preserve the peace and enforce the law, control vehicular traffic, prevent, detect and investigate misconduct involving ordinance violations, misdemeanors, felonies and other law violations and to otherwise serve and protect.

Respond to emergency radio calls and investigate accidents, robberies, civil disturbances, domestic disputes, fights, drunkenness, missing children, prowlers, abuse of drugs, etc. Take appropriate law enforcement action.

Interrogate suspects. Question witnesses and drivers. Gather and preserve evidence. Apprehend and arrest violators. Investigate and render assistance at scenes of vehicular accidents. Summon ambulances and other law enforcement vehicles. Take measurements, and photographs, document information, and draw diagrams of scenes.

Conduct follow-up investigations of crimes committed during assigned shift. Seek out and question victims, witnesses and suspects. Develop leads and tips. Search scenes of crimes for clues. Protect, collect, preserve and describe evidence. Analyze and evaluate evidence and apprehend/arrest offenders. Prepare thorough documentation. Prepare cases and testify in court proceedings.

Prepare a variety of reports and records in conformance with department policy, procedure and standards of accuracy including officers' daily logs, reports of investigation, field interrogation reports, alcohol reports, influence reports, intoximeter check list, bad check form, vehicle impoundment form, traffic hazard reports, etc.

Undertake community oriented police work, and assist citizens with such matters as locked or stalled vehicles, crime prevention, Drug Abuse Resistance Education (DARE), traffic safety, etc.

Coordinate activities with other officers or other City departments as needed; promptly notify and exchange information with officers in other law enforcement agencies, and obtain advice from the City Attorney, Court Administrator, and Municipal Prosecutor's Office regarding cases, policies and procedures, as needed and assigned.

Maintain contact with police supervisory personnel to coordinate investigation activities, provide mutual assistance during emergency situations and provide general information about Department activities.

Effectively communicate with suspects, witnesses, victims, the public and other law enforcement personnel.

The ability to maintain confidentiality of information.

Maintain departmental equipment, supplies and facilities.

Serve as a member of various committees as requested.

Regular, predictable and punctual attendance.

Ability to work extended or irregular hours.

Enforces all City and State codes, ordinances, laws and regulations (both traffic and criminal) in order to ensure public safety, prevent crime, and promote security.

Exercises rational judgment in all job responsibilities.

Maintains the confidence and trust of peers, subordinates, superiors, and citizens.

Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment.

Other duties as assigned by supervisors.

Any and all other duties as assigned by the Chief of Police.

Supervisory Responsibilities

Works under the close supervision of the Sergeant of Police.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

~~Must have a minimum of sixty (60) college credits from an accredited college.~~ Must have either a 2 year associate degree or a 4 year degree from an accredited college. Must have either completed a Wisconsin 520 hours basic law enforcement training course (certifiable) or another state's equivalent or must be certified as a Wisconsin Law Enforcement Officer or another state's equivalent. An applicant must be at least 21 years of age at time of application.

Language Skills

Ability to read, analyze, and interpret professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Mathematical Skills

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills

To perform this job successfully, an individual should have knowledge of Microsoft Word and other police department related software. Ability to work with various computer hardware and other computer related equipment. Must be able to type 25 words per minute.

Certificates, Licenses, Registrations

Valid Wisconsin Driver's License

Maintain a current Basic Law Enforcement Training Certification

Firearms Certification, and must qualify for firearms four times annually.

Ability to meet Department's physical standards.

Maintain Intoximeter Certification.

Maintain Preliminary Breath Test Certification.

Radar Certification.

Maintain CPR/First Responder Certification.

Firearms Certification, and must qualify for firearms, four times annually.

The following certifications are to be obtained as assigned:

- Wisconsin Drug Screen Test Kit
- Narcotics Identification Kit
- Canine Certification
- D.A.R.E. Certification
- Field Training Officer Certification

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to stand; walk and sit. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl and taste or smell. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to fumes or airborne particles and outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; toxic or caustic chemicals; risk of electrical shock; explosives and vibration. The noise level in the work environment is usually moderate. At certain times the noise level may be very loud (fire arms training and emergency vehicle response).

Other Qualifications

Tools and Equipment: Police car, police radio, handgun and other weapons as required, baton, handcuffs, first aid equipment, personal computer, telephone, fax, copy machine, calculator, typewriter, intoximeter, and oleoresin capsicum spray.

Other Skills and Abilities

Analyze and recommend improvements to equipment and facilities, as needed.

Schedule and conduct meetings.

Maintain liaison with community groups.

Confer with citizens and officials on law enforcement and community problems, attempting to resolve problems and recommend appropriate programs and activities.

Answer telephone; provide information, advice and guidance; take and relay messages and/or direct calls to appropriate personnel; return calls as necessary. Prepare various reports, forms, invoices, correspondence, and other documentation; Process, complete, maintain, and/or forward, as appropriate; files and logs.

Attend meetings, training sessions and seminars as required to remain knowledgeable of City/departmental operations, to promote improved job performance, and to stay current with changing policies and procedures, codes, and criminal/civil case law.

Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment. Ability to learn the applicable laws, ordinances, and department rules and regulations

Skill in operating the tools and equipment listed above.

Ability to perform work requiring good physical condition and stable/balanced mental condition

Ability to establish and maintain effective working relationships with peers, and supervisors.

Ability to identify problems and opportunities, reviewing possible alternative course of action before selecting one, utilizing information resources available when making decisions, sometimes under extreme pressure or stress.

Ability to develop feasible realistic solutions to problems, recommending actions designed to prevent problems from occurring and referring problems to supervisions when necessary.

Ability to establish systematic methods of accomplishing goals.

Ability to effectively convey ideas and information both in written and oral form

Ability to effectively read and understand information contained in memos, reports, bulletins, etc.

Ability to evaluate or make independent decisions, based upon experience or knowledge, without supervision, sometimes under extreme pressure or stress.

Ability to follow instructions from supervisor, verbally or in written form.

Ability to set priorities in order to meet assignment deadlines

Any and all other duties as assigned by the Chief of Police.

Miscellaneous

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>January 10, 2012</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>An Ordinance to Amend the Municipal Code to Increase the Ambulance Service Fees for Basic Life Support Service and Transport</p>	<p>ITEM NUMBER</p> <p><i>G.7.</i></p>

Attached is a draft ordinance to increase the resident and nonresident fees for BLS service and transport due to increased service costs. The Fire Department will present the item for Common Council consideration.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Amend the Municipal Code to Increase the Ambulance Service Fees for Basic Life Support Service and Transport.

ORDINANCE NO. 2012-_____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE
TO INCREASE THE AMBULANCE SERVICE FEES FOR
BASIC LIFE SUPPORT SERVICE AND TRANSPORT

WHEREAS, the Fire Department having reviewed the costs of providing ambulance basic life support service and transport and having determined that increased costs in providing such service require an increase to the service fees for such service; and

WHEREAS, the Department having recommended that the resident fee of \$450 for basic life support unit transport to a health care facility be increased to \$550 and that the nonresident fee for such service be increased from \$550 to \$650; and

WHEREAS, the Common Council having determined that such increases are reasonable under the circumstances of the increased costs of providing such services presented.

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

- Section 1: §44-10.C.(1) of the Municipal Code of the City of Franklin, Wisconsin, be and the same is hereby amended as follows: delete "\$450" and in place thereof insert "\$550".
- Section 2: §44-10.C.(2) of the Municipal Code of the City of Franklin, Wisconsin, be and the same is hereby amended as follows: delete "\$550" and in place thereof insert "\$650".
- Section 3: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.
- Section 4: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.
- Section 5: This ordinance shall take effect and be in force from and after its passage and publication.

ORDINANCE NO. 2012-_____

Page 2

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 _____

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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;">1/10/12</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">ORDINANCE TO AMEND SECTION 15-3.0415 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 10 (RIVERWOOD VILLAGE-PAUL BOURAXIS DEVELOPMENT) TO AUTHORIZE A GORDON FOOD SERVICE MARKETPLACE STORE (AT APPROXIMATLEY 6919 SOUTH 27TH STREET) (GFS MARKETPLACE REALTY FIVE LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.8.</i></p>

At its December 22, 2011, meeting the Plan Commission recommended approval of an Ordinance to amend Section 15-3.0415 of the Unified Development Ordinance Planned Development District No. 10 (Riverwood Village-Paul Bouraxis Development) to authorize a Gordon Food Service Marketplace store (at approximately 6919 South 27th Street) (GFS Marketplace Realty Five LLC, Applicant).

In addition, the Plan Commission determined the Planned Development District Amendment to be a minor amendment and approved six waivers from the South 27th Street Design Overlay District standards. The attached staff report provides further details.

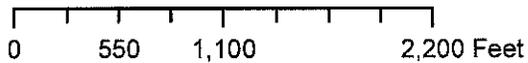
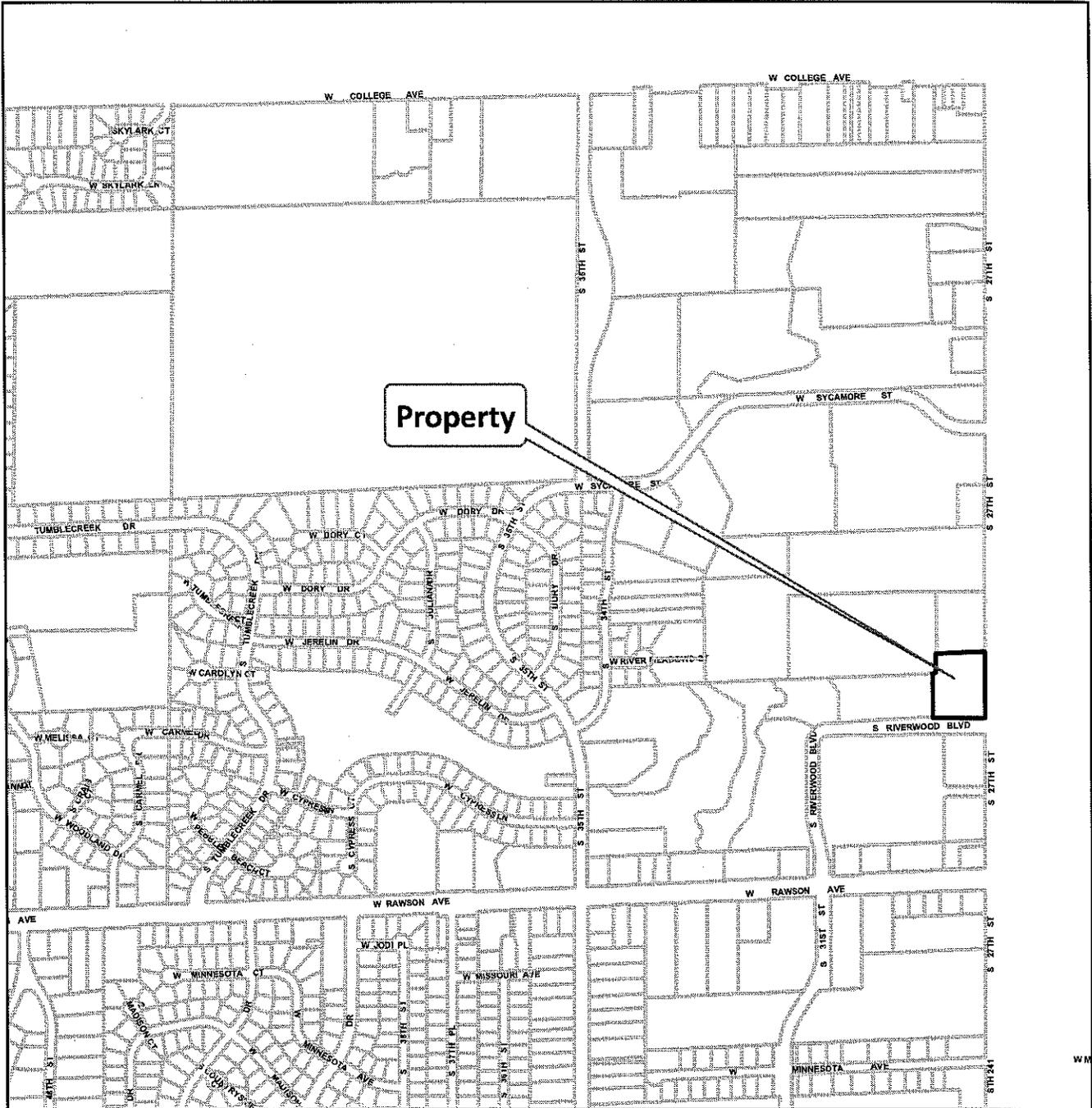
Per Condition C. within the attached Ordinance, the applicant submitted a revised Landscape Plan to address Plan Commission comments, primarily as discussed by Commissioner Haley. Planning staff recommends approval of the revised Landscape Plan, subject to planting conifer trees along South 27th Street within Phase II of the development. Staff does not oppose if these trees replace a portion of the trees proposed along the north elevation.

The applicant also submitted a revised south elevation illustrating an additional frosted glass feature on the south elevation as discussed by Plan Commission.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance No. 2012-_____, an Ordinance to amend Section 15-3.0415 of the Unified Development Ordinance Planned Development District No. 10 (Riverwood Village-Paul Bouraxis Development) to authorize a Gordon Food Service Marketplace store (at approximately 6919 South 27th Street) (GFS Marketplace Realty Five LLC, Applicant).

6919 South 27th Street Riverwood Village PDD 10



City Development 2011
(2010 Aerial Layer)



STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2012-____

AN ORDINANCE TO AMEND SECTION 15-3.0415 OF THE UNIFIED
DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 10
(RIVERWOOD VILLAGE-PAUL BOURAXIS DEVELOPMENT) TO
AUTHORIZE A GORDON FOOD SERVICE MARKETPLACE STORE
(AT APPROXIMATELY 6919 SOUTH 27TH STREET)
(GFS MARKETPLACE REALTY FIVE LLC, APPLICANT)

WHEREAS, §15-3.0415 of the Unified Development Ordinance provides for and regulates Planned Development District No. 10 (Riverwood Village-Paul Bouraxis Development), same having been created by Ordinance No. 88-1001 and later amended by Ordinance Nos. 95-1337, 99-1546, 00-1594, 00-1597, 01-1678, 02-1721, 03-1754, 04-1789, 04-1799, 05-1857 and 08-1955, with such District being located at 6919 South 27th Street; and

WHEREAS, Planned Development District No. 10 (Riverwood Village-Paul Bouraxis Development) includes those lands legally described as follows:

All part of Parcel 1 of Certified Survey Map No. 6810, being a part of the Southeast 1/4 of Section 1, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, Recorded May 9, 2000 in Document No. 7907705. Tax Key No. 738-9978-005; and

WHEREAS, GFS Marketplace Realty Five LLC having petitioned for further amendments to Planned Development District No. 10 (Riverwood Village-Paul Bouraxis Development), to add an approximately 16,000 square foot Gordon Food Service Marketplace Store and potential future retail building; and

WHEREAS, the City of Franklin Plan Commission determined that the amendments to Planned Development District No. 10 (Riverwood Village-Paul Bouraxis Development) were not a substantial change to the Plan, thus not requiring a public hearing upon the aforesaid petition, and the Plan Commission thereafter having determined that the proposed amendments would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed amendment would promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0415 Planned Development District No. 10 (Riverwood Village-Paul Bouraxis Development), of the Unified Development Ordinance of the City of Franklin, Wisconsin, as previously amended, is hereby amended to authorize an approximately 16,000 square foot Gordon Food Service Marketplace Store and potential future retail building, pursuant to those plans City file-stamped December 14, 2011.

SECTION 2: §15-3.0415 Planned Development District No. 10 (Riverwood Village-Paul Bouraxis Development), of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to add the following specific conditions for the approval of the Gordon Food Service Marketplace Store development:

- A. Applicant shall submit to the Department of City Development a recorded cross-access agreement providing for cross-access with the adjoining property to the north, 6855 South 27th Street, prior to issuance of an Occupancy Permit.
- B. Applicant shall obtain and submit an approval letter from Westshore Pipeline for the improvements within their easement prior to issuance of a Building Permit.
- C. The applicant shall submit a revised Landscape Plan to the Department of City Development, for its review and approval, which shall provide for the addition of plantings within the two parking lot landscape islands, prior to issuance of a Building Permit.
- D. All signage shall be subject to review and approval by the Architectural Review Board and issuance of a Sign Permit from the Inspection Department.
- E. A wall sign shall be permitted on the south elevation of the GFS Marketplace store, subject to review and approval by the Architectural Review Board.
- F. GFS Marketplace Realty Five LLC, successors and assigns and any developer of the Gordon Food Service Marketplace Store development shall pay to the City of Franklin all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Gordon Food Service Marketplace Store development. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions.

G. The approval granted hereunder is conditional upon GFS Marketplace Realty Five LLC and the Gordon Food Service Marketplace Store project for the property located at 6919 South 27th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

SECTION 3: The proposed Gordon Food Service Marketplace Store development shall have obtained a building permit for the principal use within one year from the date of adoption of this Ordinance, or this Ordinance and all rights and approvals resulting therefrom shall be null and void without any further action by the City of Franklin.

SECTION 4: All other applicable terms and provisions of §15-3.0415 shall apply to the Gordon Food Service Marketplace lot and future development lot area of Planned Development District No. 10 (Riverwood Village-Paul Bouraxis Development), and all terms and provisions of §15-3.0415 as existing immediately prior to the adoption of this Ordinance shall remain in full force and effect.

SECTION 5: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 6: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 7: This ordinance shall take effect and be in force from and after its passage and publication.

SECTION 8: This ordinance recognizes the December 22, 2011 Plan Commission waiver approvals granted as authorized under §15-3.03051 from the requirements under §15-3.0352, §15-3.0352A., §15-3.0355A.1., §15-3.0355A.7., §15-3.0355A.8. and §15-3.0355B.7.a., §15-3.0355B.7.b.ii, §15-3.0355B.7.b.iii, §15-3.0355B.7.b.iv, and §15-3.0355B.7.b.v of the Unified Development Ordinance.

ORDINANCE NO. 2012-_____

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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 _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of December 22, 2011

Planned Development District Amendment

RECOMMENDATION: City Development Staff recommends approval of the Planned Development District Amendment to PDD No. 10 for the proposed GFS Marketplace development at 6919 South 27th Street, subject to the conditions set forth in the draft ordinance.

Project Name:	GFS Marketplace
Project Address:	6919 South 27 th Street
Applicant:	Bill Casey, GFS Marketplace Realty Five, LLC
Property Owner:	Bouraxis Andreas Irrevocable Trust
Current Zoning:	Planned Development District No. 10
2025 Comprehensive Plan	Commercial
Use of Surrounding Properties:	Dental Associates to the north; 27th Street / City of Oak Creek to the east; Multiple Retail uses to the south; Gander Mountain to the west)
Applicant Action Requested:	Approval of the proposed Planned Development District Amendment and approval of the requested waivers from the South 27 th Street Design Overlay District standards

Introduction

Please note:

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

On November 30, 2011, the applicant submitted a Planned Development District (PDD) Amendment Application for the development of a GFS Marketplace at 6919 South 27th Street. Gordon Food Service is North America's largest family-owned foodservice distributor. As part of its business model, Gordon Food Service develops GFS Marketplace stores, which allows their clients easy access to their products in a retail setting. These stores are open to the public and offer specialty food and chef supply products. Similar to a Sam's Club, items are typically larger in bulk. However, no store membership is required. Gordon Food Service currently operates over 150 GFS Marketplace stores throughout the United States.

The subject property is located within Planned Development District (PDD) No. 10 and the South 27th Street Design Overlay District. In 2000, the Common Council adopted Ordinance No. 2000-1594, approving a PDD Amendment for Andy's Charhouse on the property. In 2008, the Common Council adopted Ordinance No. 2008-1955, approving a PDD Amendment for a Golden Corral Restaurant. However, these projects were never constructed.

PDD No. 10 allows uses permitted in the B-3 Community Business District, including grocery stores (SIC Code # 5411), which are a permitted use. The applicant is proposing to construct a 15,857 square foot building in the area identified as Phase I on the Site Plan. An approximately 8,000 square foot building could be developed in Phase II.

Staff is recommending, with agreement from the applicant, that the Plan Commission and Common Council classify the proposed amendment as a Minor PDD Amendment. To expedite the process, the applicant has paid the Minor PDD Amendment Application fee of \$500. (Major PDD Amendments require a public hearing and a \$3,500 fee as opposed to a \$500 fee). Major PDD Amendments are typically reserved for changes to the exterior boundaries of a PDD, changes to uses and changes to street layouts.

Project Description/Analysis

The subject property is currently vacant and has an area of approximately 138,694 square feet (3.18 acres). The applicant is proposing to construct a specialty food and chef supply store in Phase I. Gordon Food Service will lease the building from the property owner and has provided a conceptual development plan for a retail building in Phase II. (The submitted plans show that Phase II could support an 8,000 square foot retail building with 35 parking spaces). The property owner has not provided a timeframe for the development of Phase II. In addition, detailed plans and another PDD Amendment will likely be required when Phase II is developed. Construction of the GFS Marketplace is expected to begin in the spring of 2012 with completion in fall 2012. Construction costs are estimated at approximately \$1.6 million.

Site Plan:

The site plan identifies a single-story 15,857 square foot building in Phase I and a conceptual 8,000 square foot building in Phase II. Ingress and egress to the property will be provided from South Riverwood Boulevard. The site is also accessible from Dental Associates (to the north) via a cross-access drive. The applicant has submitted a draft cross-access agreement for staff review. Staff recommends that the applicant submit to the Department of City Development a recorded cross-access agreement providing for cross-access with the adjoining property to the north, 6855 South 27th Street, prior to issuance of an Occupancy Permit. The cross-access drive will be constructed according to City of Franklin specifications, except that the drive will not contain curb and gutter. Curb and gutter must be installed with the construction of Phase II.

The site will include the following amenities, pursuant to or exceeding the South 27th Street Design Overlay District standards:

- A bicycle rack, trash receptacles, and bench
- Walkways connecting to the sidewalks along South Riverwood Boulevard and South 27th Street.
- A two-story corner entrance feature
- An awning adjacent to the building entrance
- Foundation plantings and landscaping that exceeds Unified Development Ordinance (UDO) requirements

In addition, the site will contain two cart corrals, a dumpster enclosure and a truckwell. The dumpster enclosure and truckwell are located on the west side of the property, adjacent to the cross-access drive, and should not be visible from South 27th Street. The dumpster enclosure will be accessible through a wooden gate and its exterior wall materials will match the building's materials. The building contains rooftop mechanical equipment that will be screened from the public view, as shown on the line of site drawing submitted by the applicant. The applicant has indicated that the mechanical equipment will not be visible from the east (looking directly west at the east elevation) for a distance of approximately 440 feet.

The Site Plan identifies a Westshore Pipeline easement on the property. Since parking is proposed over this easement, staff recommends that the applicant obtain and submit an approval letter from Westshore Pipeline for the improvements within their easement prior to issuance of a Building Permit.

The Site Plan identifies the future east property line based on the planned reconstruction of South 27th Street by the Wisconsin Department of Transportation (WisDOT). According to the 60% construction plans, a right turn lane is planned onto South Riverwood Boulevard from South 27th Street. The applicant has designed the site accounting for this future change and has not located any structures, landscaping, or parking in the area to be acquired by the WisDOT.

Approximately four parking stalls are located within the new 60' x 60' vision triangle area that will be formed along the future east property line. Typically, parking is not permitted within a vision triangle per Section 15-5.0201 of the UDO. However, visibility should not be an issue in this instance because a significant portion of the right-of-way will be reserved for a right-turn lane, sidewalk and lawn.

Section 15-5.0108B of the UDO requires a 40-foot setback from arterial streets and highways. According to the Site Plan, the GFS Marketplace building meets this requirement with a setback of 41 feet to the existing east property line. The east property line will be shifted west by approximately 13 feet due to the reconstruction of South 27th Street, reducing the building setback to about 28 feet. The Phase II building, as shown on the Site Plan, will not meet the 40-foot minimum setback requirement from the future east property line. Staff anticipates that this issue will be addressed with the future PDD Amendment that will be required for Phase II.

Pedestrian Amenities:

The applicant is proposing to add one bench, one bike rack and two trash receptacles to the property. The bike rack and first trash receptacle are located near the entrance of the store. The bench and second trash receptacle are located adjacent to the sidewalk along South 27th Street. This area includes a crescent shaped concrete area and landscaping, which connects to the sidewalk along South 27th Street. A sidewalk connection will also be made to the existing sidewalk along South Riverwood Boulevard.

Staff suggests that the applicant add a pedestrian/employee area with benches in the landscaped area adjacent to the west side of the building. Staff also suggests that the applicant add a pergola

or an architectural feature for outdoor seating, which will also enhance the architecture on the west side of the building. Such a pedestrian area could be considered in granting the applicant's requested waivers from the South 27th Street Overlay Design District standards (described below).

Parking:

The applicant is proposing to provide 72 parking spaces in Phase I for the GFS Marketplace and 35 spaces for Phase II, which is reserved for a retail use. Table 15-2.0203 of the UDO requires a parking ratio of 6/1,000 square feet of gross floor area for grocery or foodstores and 5/1,000 for miscellaneous retail.

Using the 6/1,000 square foot parking ratio for GFS Marketplace, a minimum of 96 on-site parking spaces would be required. Forty parking spaces would be required for the future retail use using the 5/1,000 ratio. Combined, the uses would require 136 parking spaces. With this request, the applicant is proposing to provide 107 parking spaces, a reduction of approximately 20% from UDO requirements. Three ADA compliant spaces are required. The applicant has located four handicapped accessible parking spaces near the front entrance of the store.

Section 15-3.0352C.2 of the South 27th Street Design Overlay District standards states the following, "If a parking reduction is requested for any reason other than shared parking, or a parking reduction beyond forty (40) percent is requested for shared parking arrangements, technical documentation shall be furnished by the applicant during the site plan review process to indicate, to the satisfaction of the Plan Commission, that actual off-street parking demand for that particular use is less than the required amount or that sufficient on-street parking is available in the area." The applicant has indicated that a typical GFS Marketplace store requires 70-75 parking spaces (approximately 5/1,000). Staff also notes that the proposed use is not a typical grocery or food store. Therefore, a lesser parking requirement may be appropriate. In addition, the recent parking revisions to Section 15-5.0203 of the UDO allow staff to approve parking reductions of up to 25%. Reductions beyond 25% may be approved by the Plan Commission.

Staff believes that a restaurant use may be appropriate for the Phase II area if adequate parking can be provided. (Restaurants require a larger parking ratio). As such, any future restaurant use should explore the possibility of sharing parking facilities with Gander Mountain.

Staff does not object to the requested reduction in parking spaces and believes there will be sufficient parking for most anticipated uses. However, it should be noted that with limited or no area for additional parking, other uses with higher parking ratios (e.g. a restaurant) might not be able to locate on the property due to parking constraints.

Landscaping:

Table 15-5.0302 requires one canopy/shade tree, one evergreen tree, one decorative tree and one shrub for every five provided parking spaces. Since the applicant is proposing to provide 72 parking spaces on the property, 15 plantings of each type are required. The applicant is proposing to provide 19 canopy/shade trees, 27 evergreen trees, 20 decorative trees and 35 shrubs, quantities that exceed required landscaping standards. As such, the Plan Commission may wish

to consider these enhancements as they review the proposed waivers to the South 27th Street Design Overlay District standards (described below).

The landscaping requirements for Phase I will continue to be met, even when the existing plantings within Phase II will be removed in the future. When Phase II is developed, staff intends to suggest that these trees be relocated, if possible and will require that the total numbers of trees on the site comply with the planting quantities of UDO Table 15-5.0302. Since Phase II will contain 35 parking spaces, seven plantings of each type will be required with the development boundaries of that phase.

The entire site has an area of approximately 138,694 square feet. Including Phase II improvements, the site will have 45,368 square feet (33%) of landscaped surface. Staff notes that plans for Phase II are not final and may change. As such, staff recommends that any changes not result in a Landscape Surface Ratio¹ below 30%.

Staff recommends that the applicant submit a revised Landscape Plan to the Department of City Development, for its review and approval, which shall provide for the addition of plantings within the two parking lot landscape islands, prior to issuance of a Building Permit. The parking lot islands each contain a light pole and are located on either side of the 24 parking stalls in the center of the lot. Staff believes there is sufficient area for landscaping on the south side of the islands opposite the light poles and outside of the Westshore Pipeline easement.

The applicant has indicated that an underground irrigation system will be utilized for all landscape and grass areas, unless noted otherwise. The applicant has not shown areas for snow storage on the Landscape Plan, but has noted that the western islands will be used for snow storage. Snow will be hauled off site, if necessary.

Lighting:

The applicant is proposing to provide three single fixture and two double fixture 25-foot high light poles with an approximately three foot concrete base. The applicant is also proposing decorative gooseneck lighting around the entrance of the building and eight wall pack lights.

Staff recommends that the applicant submit a revised Lighting Plan to the Department of City Development, for its review and approval, which shall provide decorative light fixtures similar to that utilized by the development to the north, Dental Associates, prior to issuance of a Building Permit. Staff finds these fixtures and pole heights more appropriate and complimentary to the South 27th Street Design Overlay District standards. In addition, staff suggests that the applicant add illuminated bollards adjacent to pedestrian walkways and within the bench area adjacent to South 27th Street. The inclusion of decorative pedestrian-scale lighting would conform to requirements of the South 27th Street Design Overlay District standards.

NRPP:

¹ The Golden Corral restaurant, previously approved to locate at this site was approved with a Landscape Surface Ratio of 30%.

The Civil Engineer for the project submitted a letter stating that no natural resources required for protection exist on this site. Staff agrees with this determination.

Architecture/South 27th Street Design Overlay District:

The subject property is located within the South 27th Street Design Overlay District. This district contains special architectural, parking and landscaping standards for sites with new buildings or for projects that result in an increase in floor area of fifty (50) percent or more over the floor area of the existing building at the time of the addition.

The primary materials and features specified for the proposed building include brick, integral split-face concrete block and EIFS accents. The building includes a two-story corner entrance in order to address the overlay district standards preference for multi-story buildings. Additional windows beyond what is shown cannot be added due to the store's interior layout. To compensate, the applicant is proposing areas on the south and east elevation that allows for "poster" or image displays, which can be changed out. These are being considered an architectural feature to compensate for the lack of windows typically required within the South 27th Street Design Overlay District, and therefore, should not be thought of as signage. The applicant has indicated that the images will be inside the store and not used for advertisement purposes, such as product pricing or sales. As agreed to by the applicant, staff recommends that no signage advertisements, such as product pricing, sales information, store events, and the like shall be allowed within the display areas located on the south and east elevations of the building, unless approved by the Plan Commission.

The applicant has proposed many revisions/upgrades throughout their discussions with staff and City officials, particularly compared to the vast majority of GFS Marketplace stores. Staff further suggests that the applicant consider providing the following architectural enhancements to the buildings to comply with Section 15-3.0355 of the UDO, which would eliminate the need for certain waivers or would provide supplemental elements in support of certain waivers as noted below².

1. Provide more variation/articulation to the building, such as varying building setbacks, more façade protrusions and/or recesses, building height changes (additional variations in parapets), additional building materials (stucco, wood, stone, terra-cotta), etc.
2. Increase the height of the parapet on the east elevation to vary the roofline and further screen rooftop mechanical equipment.
3. Add louvers around the mechanical equipment to ensure that the mechanicals are not visible.
4. Consider extending the split face concrete block to the top of the pilasters.
5. Add a pilaster to the northwest corner of the building.
6. Consider adding additional frosted or glass block windows.
7. Add sills at the bottom and pediments at the top of the windows.

² Please note that many of these were comments provided by members of the Common Council during the Concept Review

Staff recommends that the applicant submit a revised North Elevation to the Department of City Development, for its review and approval, which shall provide for the addition of greenscreens, a trestle or other architectural features. Staff understands that these items will have to be removed upon development of Phase II and encourages the applicant to find cost effective ways to enhance the north elevation.

The South 27th Street Design Overlay District authorizes the Plan Commission to waive any of the South 27th Street Design Overlay District standards by 5 votes of all the members of the Plan Commission provided that supplemental design elements or improvements are incorporated into the project (over and above those which are otherwise required) which compensate for the waiver of the particular standard, or, in the case of parking provisions, where it can be demonstrated that the required parking is excessive or where specified areas are provided for the future provision of additional parking if necessary. Staff believes the following supplemental elements or improvements include:

- Additional landscaping
- Cross-access drive to Dental Associates constructed as part of Phase I
- Sidewalk connection to South 27th Street which includes a pedestrian area

Below are the applicant's requested waivers.

- Section 15-3.0352 of the UDO states the following: "On-site parking shall be provided as set forth in Section 15-5.0203."

The applicant is proposing a reduction of approximately 20% as described in the Parking section of this report above. Staff recommends approval of the requested waiver as allowed per Section 15-3.0352C.2 of the UDO.

- Section 15-3.0352A of the UDO states the following: "Not more than fifty (50%) of the off-street parking spaces shall be located directly between the front façade of the building and the public street, unless additional buildings in the overall development are or will be located between the main building and the public street. Such additional buildings must be sufficient in size, location, and the number to provide an effective visual break between the public street and the parking lot."

The applicant is proposing to locate the majority of its parking between the building and South Riverwood Boulevard. The site layout options are restricted due to the West Shore Pipeline easement. Because of this easement, the building cannot be placed closer to the corner of the property. Parking options are also limited. As such, staff recommends approval of the requested waiver.

- Section 15-3.0355 of the UDO consists of architectural requirements for buildings located within the South 27th Street Design Overlay District. Several of these requirements will not be met, such as the following:

○ Section 15-3.0355A. Building Character and Design

- Section 15-3.0355A.1. of the UDO states the following: “Buildings located on prominent sites such as key intersections, corners, terminations of street vistas, and on high points-shall be multi-story and exhibit quality architectural design to serve as landmarks.”

The subject property is located on a corner; however, the GFS Marketplace building is not a multi-story building. The building ranges between about 20'-0" to 22'-8" in height and contains an approximately 30'-6.5" high entrance feature. Due to the site constraints noted previously (Westshore Pipeline, lack of room for more parking, etc.) and previous project approvals on the site, staff recommends approval of the requested waiver.

- Section 15-3.0355A.7. of the UDO states the following: “Trash, service, and mechanical areas shall be entirely screened from view and located on the side or rear of properties.”

Due to the cross-access drive to the west side of the building, these areas will be visible to the public. As this is a corner lot, staff believes the applicant has located these necessary site elements appropriately based on the site location and recommends approval of this waiver.

- Section 15-3.0355A.8. of the UDO states the following: “All visible sides of the building shall be designed with details that complement the front façade. Side facades that are visible from the public street shall receive equal design attention.”

Staff believes that the dumpster location is reasonable and recommends approval of the waiver on the west side of the building.

Although the north elevation contains the same building materials, it does not contain architectural features similar to the front façade. With the development of Phase II, the north elevation will end up being an interior wall. Therefore, staff believes it is reasonable to not spend the cost on additional architectural features as long as improvements such as green screens are added to the landscaping already proposed by the applicant for this elevation.

○ Section 15-3.0355B. Design Standards for Non-Residential Buildings [20,000 Square Feet or Less in Area]

- Section 15-3.0355B.7.a. of the UDO states the following: “...Windows shall include sills at the bottom and pediments at the top. Glass curtain walls, reflective glass, and painted or darkly tinted glass shall not be used.”

The applicant has not included sills and pediments around all windows. As previously noted, staff suggests that the applicant add sills at the bottom and pediments at the top of the windows to comply with this standards.

- Section 15-3.0355B.7.b.ii, iii, iv, and v. of the UDO discusses standards for ground floor windows that will not be met with this request. This is primarily due to the lack of windows. As previously discussed, due to the interior layout of the store, the applicant is not able to comply with these requirements and is proposing picture display areas to compensate. Staff recommends that this waiver be granted.

Signage:

The submitted plans identify a monument sign adjacent to South 27th Street, centered to the building location. PDD No. 10 requires that the monument sign base be constructed with materials consistent with the building materials. PDD No. 10 allows monument signs up to 11-feet high and up to eight feet in length. The total square footage allowed for the monument sign per PDD No. 10 is more restrictive than Franklin's Sign Ordinance. The monument sign also has to be set back 10 feet from the property line.

The elevations illustrate the proposed wall signs. These signs are shown for reference only and, per PDD No. 10, all signage shall be subject to review and approval by the Architectural Review Board and issuance of a Sign Permit from the Inspection Department. The total square footage amount allowed on the site must conform to the City of Franklin Sign Ordinance.

The applicant is proposing a sign on the south side of the building. Originally, Ordinance No. 99-1546M.6. prohibited wall signs on the south side of any building. Ordinance No. 2000-1597 amended this requirement and states the following: "Wall signs shall be prohibited on the south side of any building, except for Gander Mountain and Andy's Charhouse. Exceptions shall meet the Plan Commission Sign Review and City Sign Ordinance Approval." Staff recommends that a wall sign shall be permitted on the south elevation of the GFS Marketplace store, subject to review and approval by the Architectural Review Board.

Stormwater Management:

The Engineering Department has reviewed the site drainage and stormwater management and is working with the applicant to address their comments.

Staff Recommendation

City Development Staff recommends approval of the Planned Development District Amendment to PDD No. 10 for the proposed GFS Marketplace development at 6919 South 27th Street, subject to the conditions set forth in the draft ordinance.

To summarize, staff recommendations, suggestions and South 27th Street Design Overlay District waivers are listed below.

Recommendations:

1. Applicant shall submit to the Department of City Development a recorded cross-access agreement providing for cross-access with the adjoining property to the north, 6855 South 27th Street, prior to issuance of an Occupancy Permit.
2. Applicant shall obtain and submit an approval letter from Westshore Pipeline for the improvements within their easement prior to issuance of a Building Permit.
3. The applicant shall submit a revised Landscape Plan to the Department of City Development, for its review and approval, which shall provide for the addition of plantings within the two parking lot landscape islands, prior to issuance of a Building Permit.
4. The applicant shall submit a revised Lighting Plan to the Department of City Development, for its review and approval, which shall provide decorative light fixtures similar to that utilized by the development to the north, Dental Associates, prior to issuance of a Building Permit.
5. No signage advertisements, such as product pricing, sales information, store events, and the like shall be allowed within the display areas located on the south and east elevations of the building, unless approved by the Plan Commission.
6. The applicant shall submit a revised North Elevation to the Department of City Development, for its review and approval, which shall provide for the addition of greenscreens, a trestle or other architectural features.
7. All signage shall be subject to review and approval by the Architectural Review Board and issuance of a Sign Permit from the Inspection Department.
8. A wall sign shall be permitted on the south elevation of the GFS Marketplace store, subject to review and approval by the Architectural Review Board

Suggestions:

1. Add a pedestrian/employee area with benches in the landscaped area adjacent to the west side of the building.
2. Add a pergola or an architectural feature for outdoor seating, which will also enhance the architecture on the west side of the building.
3. Provide more variation/articulation to the building, such as varying building setbacks, more façade protrusions and/or recesses, building height changes (additional variations in parapets), additional building materials (stucco, wood, stone, terra-cotta), etc.
4. Increase the height of the parapet on the east elevation to vary the roofline and further screen rooftop mechanical equipment.
5. Add louvers around the mechanical equipment to ensure that the mechanicals are not visible.
6. Consider extending the split face concrete block to the top of the pilasters.
7. Add a pilaster to the northwest corner of the building.
8. Consider adding additional frosted or glass block windows.
9. Add sills at the bottom and pediments at the top of the windows.

UDO Waiver Requests:

1. Section 15-3.0352 – Reduction of approximately 20% in the amount of parking.
2. Section 15-3.0352A states – Allowance for more than 50% of the off-street parking spaces located between the building and public street.

3. Section 15-3.0355A.1 – Allowance for a single-story building on a corner.
4. Section 15-3.0355A.7 – Allowance for a dumpster enclosure and truckwell adjacent to the cross-access drive (visible to the public).
5. Section 15-3.0355A.8 – Allowance for building west and north side facades with unequal architectural features.
6. Section 15-3.0355B.7.a. and b.ii, iii, iv, and v - Allowance for window standards not to be met.

Project Narrative

Gordon Food Service (GFS) proposes to construct an approximately 16,000 square foot retail food service store at 6919 27th Street, at the northwest corner of 27th Street & Riverwood Boulevard. The overall property consists of 3.18 acres, with proposed GFS ground lease area to consist of approximately 1.93 acres. The site is currently zoned Planned Development (PDD #10), with most recent PDD amendment taking place in 2008 (Golden Corral restaurant) and 2003 (Andy's Charhouse, Gander Mtn, Goodwill).

The current site plan shows two (2) phases of development within the larger 3.18 acre parcel, with the GFS project being Phase I and a potential retail building as Phase II. The retail building is shown as an attached building (although they will be structurally independent of each other) in order to show a more unified development look.

Access to the site is currently from Riverwood Boulevard, which is a signalized intersection with 27th Street. A future connection to the property to the north is shown at the northwest corner of the property, although this connection is anticipated with Phase II development. No access is proposed to 27th Street.

There are currently no natural resource features (steep slopes, wetlands, surface water, floodplain, etc.) on site and no Natural Resource Protection Plan has been created.

Site utility service is readily available along the south (Riverwood) property line. Service stubs for sanitary sewer and storm sewer connections are to be extended from Riverwood into the GFS building. Gas, electric and phone/data are available along both the south and east property lines. The future (Phase II) retail will utilize separate utility service lines from the GFS building. The storm water drainage from this site (both Phase I and Phase II) will connect to existing development storm sewer, with no additional management measures proposed at this point in time.

The building materials will consist of a "utility brick", capped with a decorative EIFS cornice and metal cap flashing. GFS Marketplace Stores uses a "utility brick" called Bellabrik, made by Consumers Concrete. The Bellabrik color is blended especially for GFS and is called "GFS Blend". Three block courses, starting at 10'-0" above finish floor, will create a visual band, consisting of smooth face scored Bellabrik of the color "Yellowstone". The Bellabrik courses will sit on top of a classic water table consisting of a cast stone band and a plinth course of split face architectural block the color of "Whitesands". The building is accentuated with pilasters of the same materials. Both the pilasters and the Yellowstone band have been added for this specific site in order to comply with the City requirements to incorporate multiple building materials and break up long building facades. During development of the building elevations, several options were evaluated and we feel that the enclosed plans provide the best look to the building while still maintaining a relationship to prototypical GFS building.

Other colors for the exterior store finishes are as follows. The standing seam metal canopy will be "Colonial Red". The aluminum entry doors and windows are "Colonial White", also in this range of white will be the wall fixtures and light pole standards. Real and faux windows (33% East elevation and 24% South elevation) further define the facades facing the streets. The EIFS cornice will be "Pearl" and the cap flashing will be "Parchment". For additional highlights, the canopy will have decorative "Black" gooseneck wall fixtures that create a warm and inviting building entry.

At this point in time, we have identified and request the following waivers from Planning Commission as they relate to previously approved PDD ordinance(s), the zoning ordinance, as well as the 27th Street Overlay District:

- 20% (minimum) window along street facades
- Windows must be clear glass
- Minimum parking of 6 spaces per 1,000 square feet (food store)

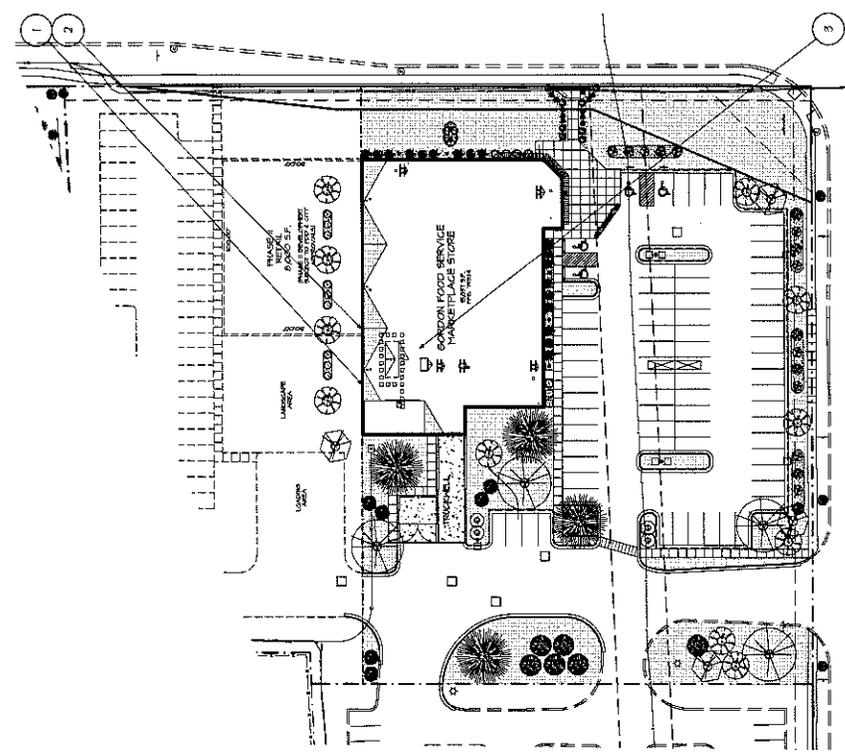
Due to the prototype floor plan and the location of refrigeration cases and interior offices, providing clear windows with a view of the interior building is not feasible. Although the submitted building elevations do not meet the above requirements, we have added additional windows along both the south and east sides of the building (street facades) in order to give the appearance of meeting this requirement. The windows will contain displays that appear to show the interior of the store, rather than using a tinted glass. These graphic displays will be located within a sealed cabinet to allow replacement if a display becomes worn. However, these will not be easy to open and change and therefore minimize the times these graphics will be changed. These graphics will NOT be used for advertising purposes (no product/pricing information to be included).

We feel that these additions to the building façade will provide a visibly appealing building that meets the intent of the ordinance.

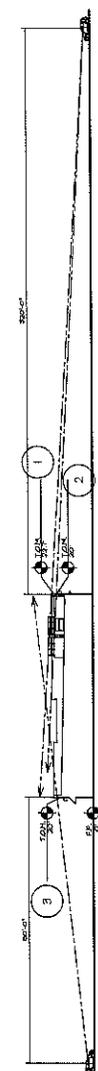
The minimum parking requirement, per zoning ordinance, would require 95 spaces for the Gordon Food Service site. Based on past experience of over 150 stores, GFS typically requires approximately 70-75 parking spaces (approximately 6 spaces per 1,000 square feet). The enclosed site plan shows proposed parking closer to what GFS needs, while minimizing excess impervious surfaces.

The GFS store typically has six (6) employees on staff for each shift. Normal hours of operation are from 8 am to 8 pm (Monday through Saturday) and noon – 5 pm (Sunday), although these hours can vary slightly in each market and at busier times of the year. The proposed GFS project cost (building and site improvements) is currently estimated at approximately \$1.6 million. Pending City approvals and permits, construction expected to begin in the spring of 2012, with store opening in the fall of 2012.

paradigm d design 8000 N MILLS BLVD. SUITE 100 MILWAUKEE, WI 53219 (414) 785-7800 (414) 785-8877 PARADIGMD.COM FAX: (414) 785-8877	PROJECT GFS MARKETPLACE STORE	400 SOUTH STREET MILWAUKEE, WI	BUILDING OWNER: GFS MARKETPLACE REALTY FIVE, LLC 400 SOUTH STREET MILWAUKEE, WI 53219	RELEASE DATE 10/24/11	PROJECT 1002014	SHEET L102
	10/24/11					



KEY PLAN
SCALE: 1/8" = 1'-0"



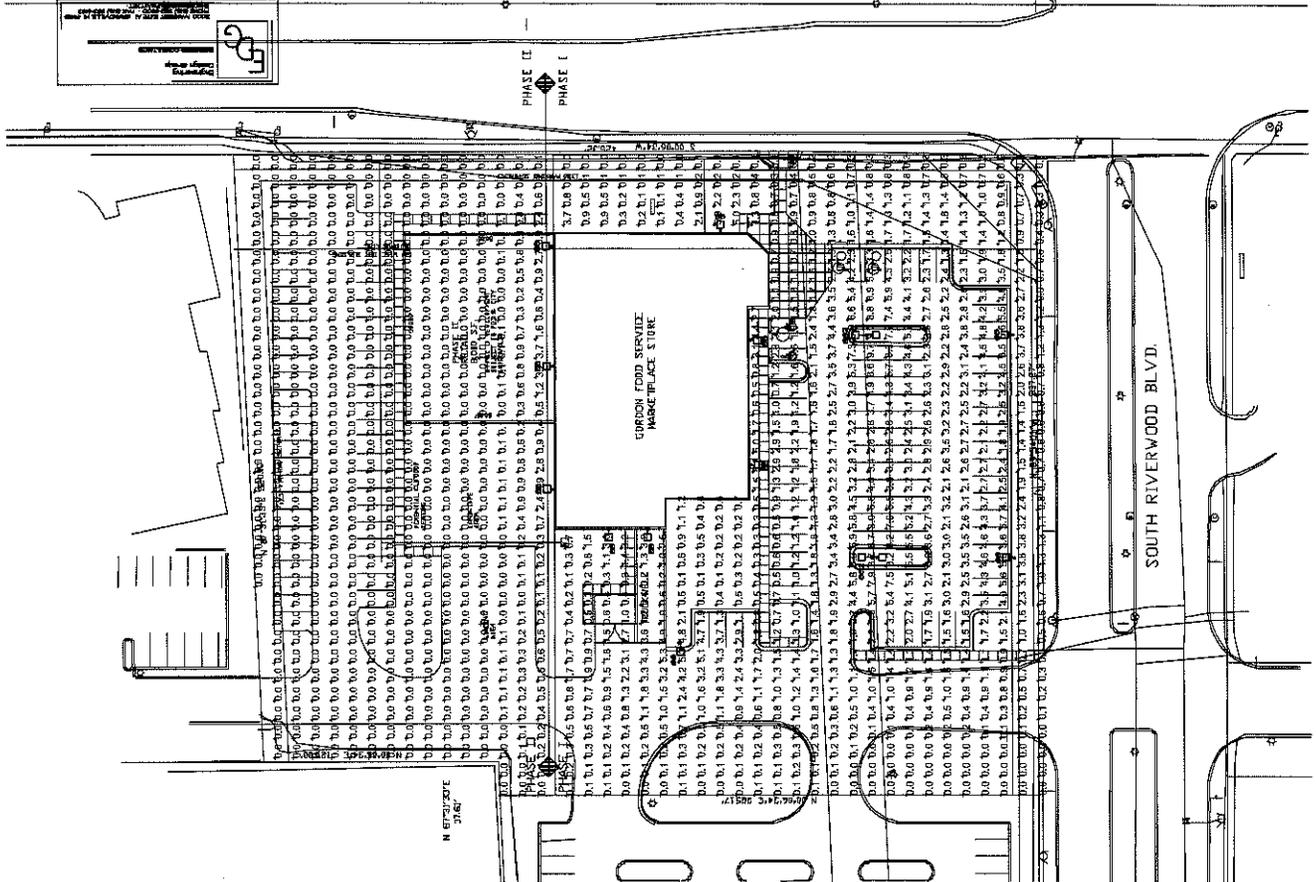
SITE LINES FACING NORTH & SOUTH
TOWARD GFS MARKETPLACE

paradigm design
 850 3 MILE N.W.
 SUITE 1
 GRAND RAPIDS, MI 49508
 (616) 795-1656
 (616) 795-1657
 INFO@PARADIGMDESIGN.COM

PROJECT
 SFS MARKETPLACE STORE
 711 STREET, U.S.H. 241
 GRAND RAPIDS, MI 49508

BUILDING OWNER:
 SFS MARKETPLACE REALTY FIVE, LLC
 820 SOUTH ST. SW
 GRAND RAPIDS, MICHIGAN

PROJECT 1002014
SHEET SLS-1
DATE 11/15



MCGRAW-HILL CONSTRUCTION

AREA: ROADWAY

DESIGNER: GALLERIA SQUARE

DATE: 11/15/14

PROJECT: SFS MARKETPLACE STORE

LOCATION: 711 STREET, U.S.H. 241, GRAND RAPIDS, MI 49508

SCALE: AS SHOWN

REVISIONS:

NO.	DATE	DESCRIPTION
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2	11/15/14	ISSUED FOR PERMIT
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IMPACT

FIXTURE TYPE "66" & "66Z"

DATE: 11/15/14

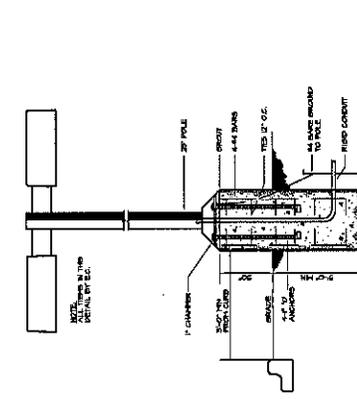
PROJECT: SFS MARKETPLACE STORE

LOCATION: 711 STREET, U.S.H. 241, GRAND RAPIDS, MI 49508

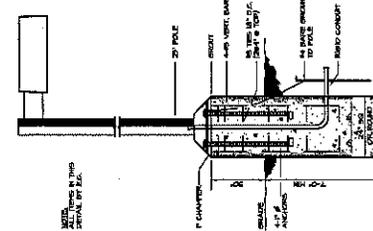
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BASE DETAIL FOR FIXTURE "66" & "66Z"



BASE DETAIL FOR FIXTURE "66"

FIXTURE TYPE "66" & "66Z"

STATISTICS

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FIXTURE TYPE "66"	1	EA	100.00	100.00	11/15/14	ML
TOTAL	2	EA	200.00	200.00		

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paradigm design
 8325 S HALE AVE.
 SUITE 1
 BIRMINGHAM, AL 35204
 (205) 988-5666
 (205) 988-5657
 PARADIGMDESIGN.COM
 PHONE # 205.988.5611

BFS MARKETPLACE STORE

615 SOUTH 27TH STREET
 PRATERVILLE, AL

BUILDING OWNER:
 BFS MARKETPLACE REALTY FIVE, LLC
 615 SOUTH 27TH STREET
 PRATERVILLE, AL 36068

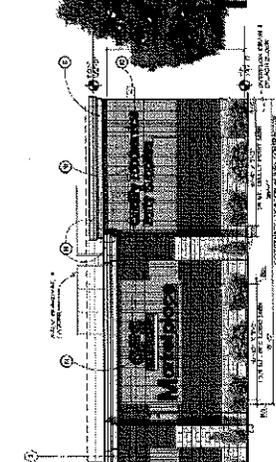
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 2-15-12

PROJECT:
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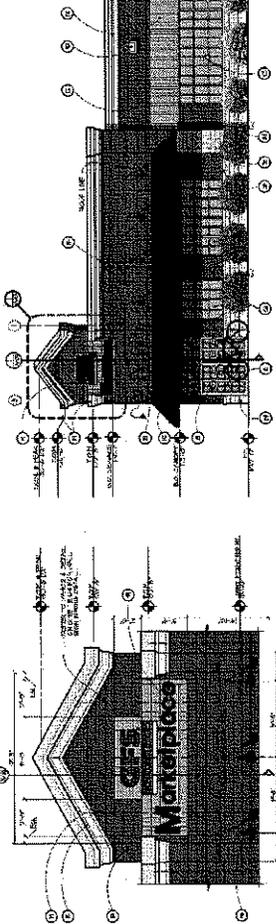
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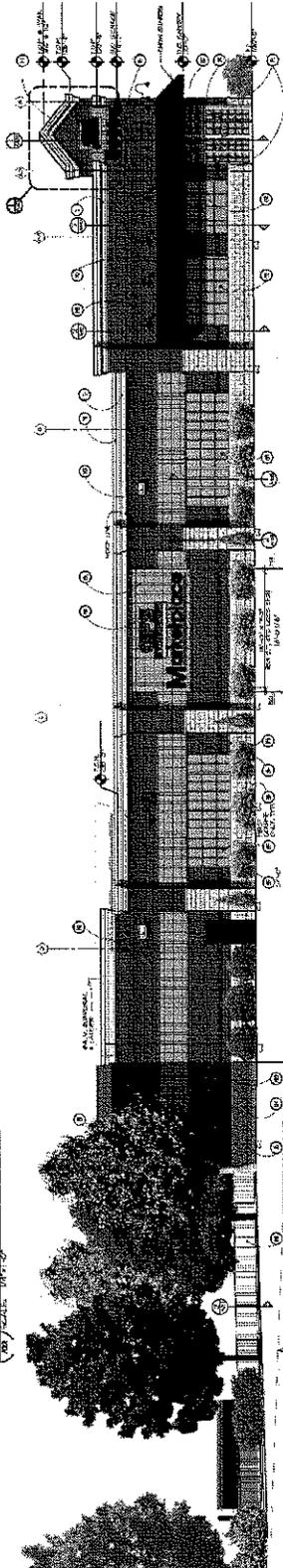
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91. BRICK, COMMON, 2 1/2" x 8" x 4" (SEE NOTE 1)
92. BRICK, COMMON, 2 1/2" x 8" x 4" (SEE NOTE 1)
93. BRICK, COMMON, 2 1/2" x 8" x 4" (SEE NOTE 1)
94. BRICK, COMMON, 2 1/2" x 8" x 4" (SEE NOTE 1)
95. BRICK, COMMON, 2 1/2" x 8" x 4" (SEE NOTE 1)
96. BRICK, COMMON, 2 1/2" x 8" x 4" (SEE NOTE 1)
97. BRICK, COMMON, 2 1/2" x 8" x 4" (SEE NOTE 1)
98. BRICK, COMMON, 2 1/2" x 8" x 4" (SEE NOTE 1)
99. BRICK, COMMON, 2 1/2" x 8" x 4" (SEE NOTE 1)
100. BRICK, COMMON, 2 1/2" x 8" x 4" (SEE NOTE 1)



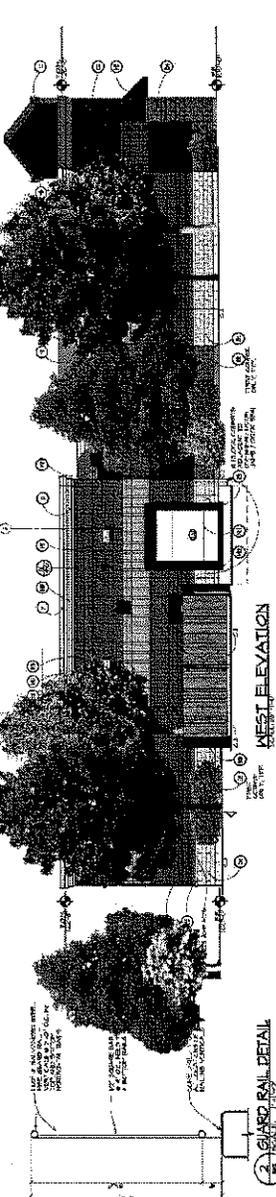
EAST ELEVATION



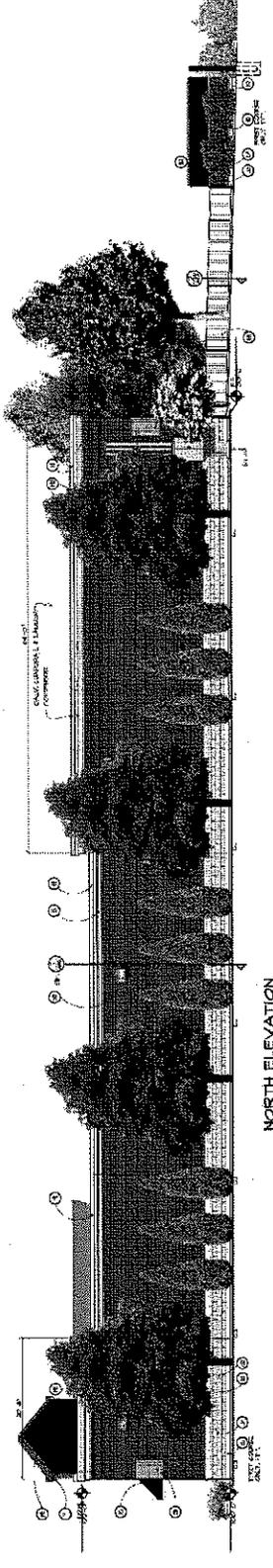
SOUTH ELEVATION



WEST ELEVATION



NORTH ELEVATION

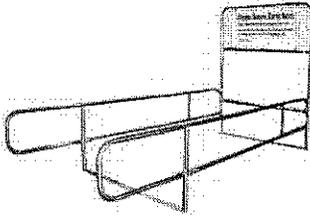


SHARD RAIL DETAIL

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printed April 8, 2011



Cart Corral, Single Wide, 168 x 32

Cart Corral, Single Wide, Finish Galvanized, Overall Length (In.) 168, Overall Width (In.) 32, Overall Height (In.) 96, Finish Galvanized

Grainger Item #	4YFD7
Your Price (ea.)	\$665.88
Brand	R.W. ROGERS COMPANY, INC
Mfr. Model #	RWR-NAT-CC8030370
Ship Qty.	1
Sell Qty. (Will-Call)	1
Ship Weight (lbs.)	168.0
Usually Ships	From mfr. w/in 6 bus. days
Catalog Page No.	1991

Additional Info

Shopping Carts and Cart Corrals

Cart Corrals

Encourages depositing carts in a central location, preventing loss. No tools required for assembly.

- Steel tubing construction
- Galvanized finish

Tech Specs

Item: Cart Corral
 Type: Single Wide
 Load Capacity: lbs.
 Construction: Steel Tubing
 Overall Length: 168"
 Overall Width: 32"
 Overall Height: 96"
 Finish: Galvanized

Notes & Restrictions

There are currently no notes or restrictions for this item.

MSDS

This item does not require a Material Safety Data Sheet (MSDS).

Required Accessories

There are currently no required accessories for this item.

Optional Accessories

There are currently no optional accessories for this item.

Alternate Products

Cart Corral, Double Wide, 168 x 68



Item #: 4YFD6
 Brand: R.W. ROGERS COMPANY, INC
 Usually Ships: From mfr. w/in 6 bus. days
 Your Price (ea): \$713.56

Repair Parts

A Repair Part may be available for this item. Visit our Repair Parts Center or contact your local branch for more information.



Bench 163

Plastic Benches without Backrest



- **INSPIRED BY OUR POPULAR BENCH 37**
- **FACTORY-ASSEMBLED SEAT PORTION**

Materials

Slats: 2" x 3" nom. interior recycled plastic slats with color molded in, enclosed by 3" x 4" nom. face slats, separated by nylon spacers. Plated 1/2"-diameter interior steel rods capped with matching plastic plugs
Supports: 3/8" x 4-1/2" steel bar and 3" square x 1/4" wall steel tube

Fasteners: Stainless steel

Finish: See our [options page](#) for choice of recycled plastic color and polyester powder finish (shown with Black finish/"Cedar" plastic).

163-60PL 6' long, 2 supports, 133 lbs.

163-80PL 8' long, 3 supports, 179 lbs.

Support Options

- S-1 Embedment
- S-2 Surface Plate
- S-3 Gull-Wing
- S-4 Sub-Floor

[View Specifications](#)

[163-60PL](#)

[163-80PL](#)

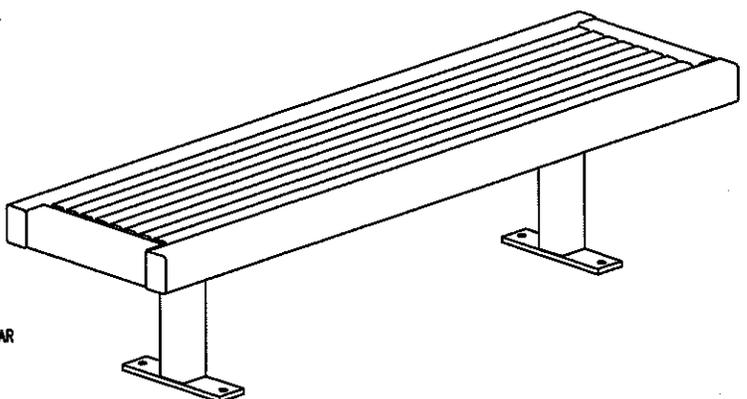
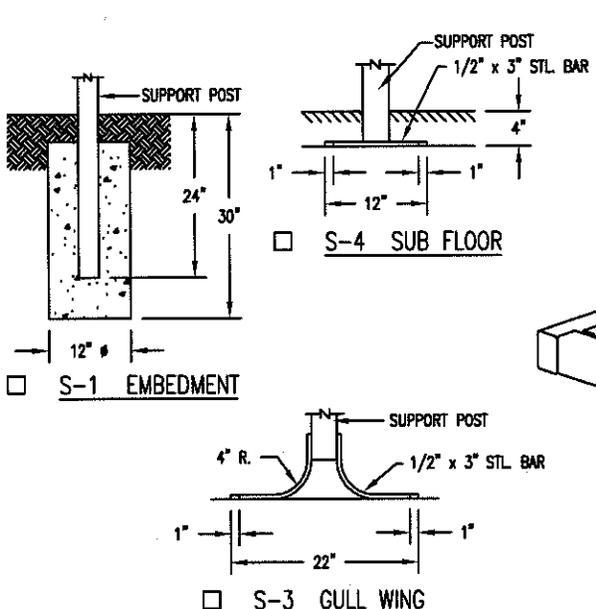
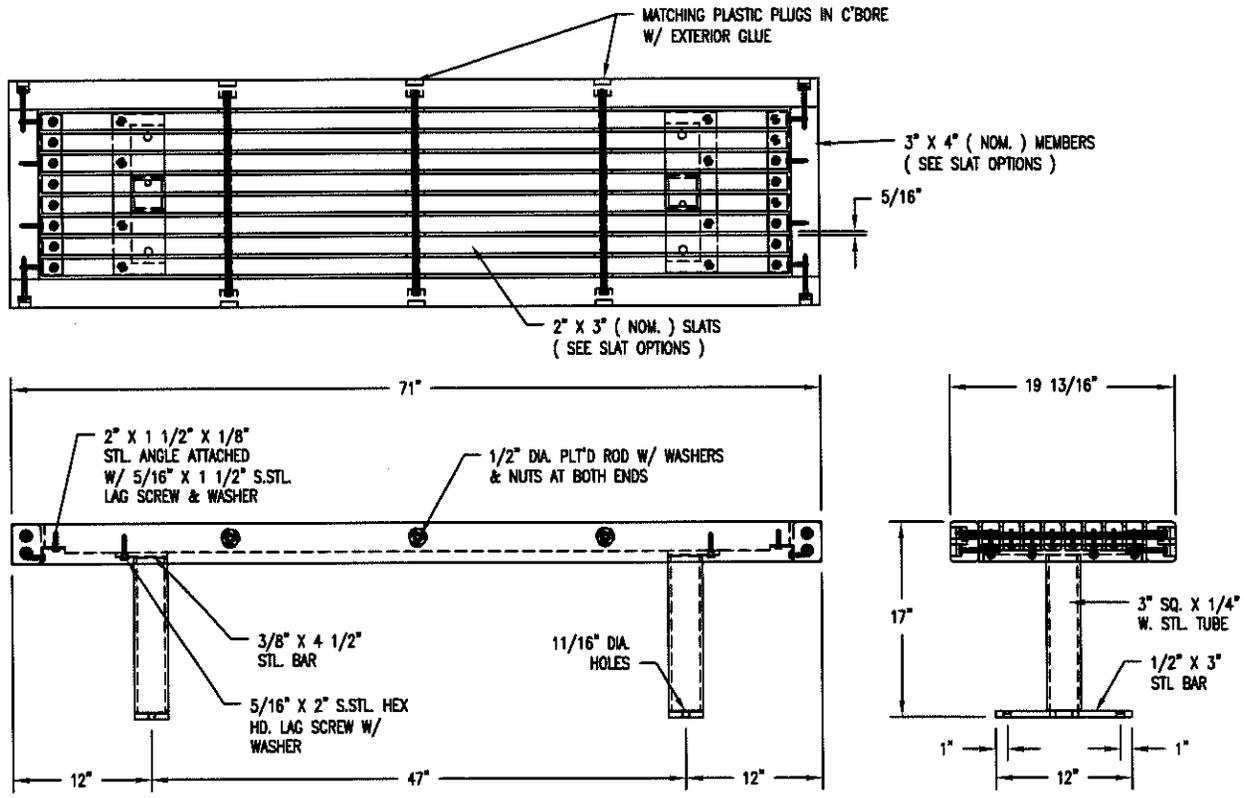
[<-- Back to selection page](#)

Phone: 800-598-4018

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[Sponsor A Bench](#) | [Options](#) | [Maintenance](#) | [Find-A-Rep](#) | [Literature](#) | [Catalog Request](#) | [Warranty](#) | [Specifications](#) | [Dealer Login](#)

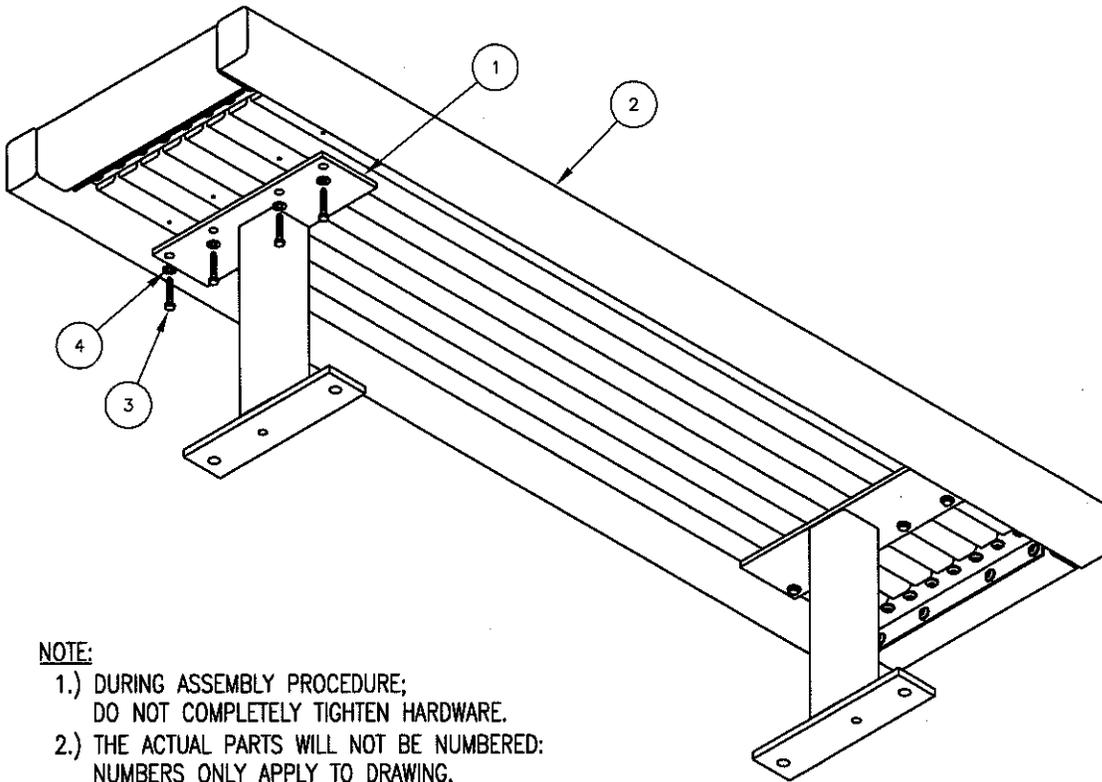


- SLAT OPTIONS**
- "CEDAR" RECYCLED PLASTIC
 - "GREY" RECYCLED PLASTIC
 - "GREEN" RECYCLED PLASTIC
 - "REDWOOD" RECYCLED PLASTIC
 - "WALNUT" RECYCLED PLASTIC
 - OTHER _____

NOTES

- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
- 2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR S-2, S-3 & S-4 OPTIONS.

 DuMor, inc. P.O. Box 142 Mifflintown, PA 17059-0142	SCALE :	NONE	TITLE :		BENCH
	DATE DRAWN :	8/28/03	REV.	DRAWING NUMBER	163-60PL
	DRAWN BY :	AWH	B	SHEET	
	DATE REV. :	12/3/09		1 OF 2	
	REV. BY :	JSB			



NOTE:

- 1.) DURING ASSEMBLY PROCEDURE;
DO NOT COMPLETELY TIGHTEN HARDWARE.
- 2.) THE ACTUAL PARTS WILL NOT BE NUMBERED;
NUMBERS ONLY APPLY TO DRAWING.
- 3.) SEE SPEC. SHEET 1 FOR MOUNTING OPTION.

STEP 1:

- USE 2 - PC. SUPPORT FOR SURFACE MOUNT (1)
- 1 - PC. PLASTIC SEAT ASSEMBLY (2)
- 8 - PCS. 5/16" X 2" SS. BTN. SKT. HD. LAG (3)
- 8 - PCS. 5/16" SS. FLAT WASHER (4)

ATTACH SUPPORTS FOR SURFACE MOUNT (1) TO SEAT ASSEMBLY (2) USING HARDWARE (3 & 4). TIGHTEN TO SNUG FIT.

STEP 2:

UPON COMPLETION OF BENCH ASSEMBLY SQUARE ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.

STEP 3:

ANCHOR ACCORDING TO SUPPORT OPTION USED.

ITEM	QTY	PART NO	DESCRIPTION
1	2	0-37-00-02/S-2	SUPPORT FOR SURFACE MOUNT
2	1	0-163-60PL-01	6' PLASTIC SEAT ASSEMBLY
3	8	1-13-038	5/16" X 2" SS HEX HD LAG SCR
4	8	1-22-017	5/16" SS FLAT WASHER


DuMor, inc.
 P.O. Box 142 Mifflintown, PA 17059-0142

SCALE : NONE
 DATE DRAWN : 8/28/03
 DRAWN BY : AWH
 DATE REV. : 12/3/09
 REV. BY : JSB

TITLE : BENCH ASSEMBLY

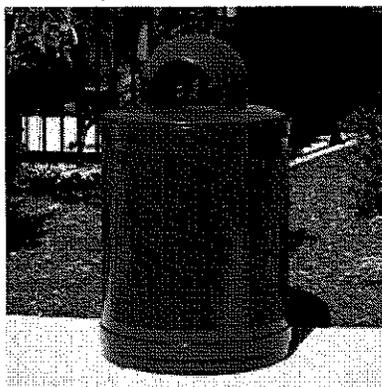
REV. B	DRAWING NUMBER 163-60PL	SHEET 2 OF 2
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- Planters
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- Custom Plaques
- Custom Fabrications
- Bike Racks
- Grills
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- Sponsor A Bench
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Receptacle 89

Steel Receptacles



Shown with optional Dome Top.

<-- Back to selection page

- NO ASSEMBLY REQUIRED
- PROVIDED WITH 14-GAUGE SPUN-STEEL LID
- 32-GALLON CAPACITY PLASTIC LINER
- SHIPPED WITH TAPERED FLAT COVER

Materials

Body: 16-gauge perforated steel
Frame: 1/4" x 2", 3/8" x 2", and 1/4" x 1-1/2" steel bar
Liner: 32-gallon plastic
Cover: 14-gauge spun steel with 10"-diameter opening secured with vinyl-coated cable
Finish: See our [options page](#) for choice of polyester powder finish (shown in Green).

89-32 32-gallon all-steel Receptacle, 145 lbs.

[View Specifications](#)

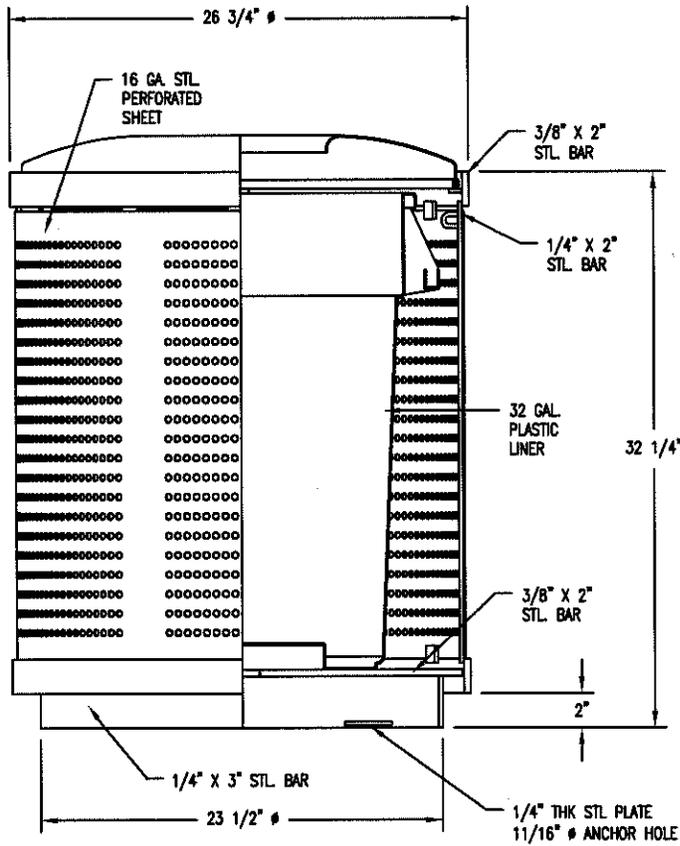
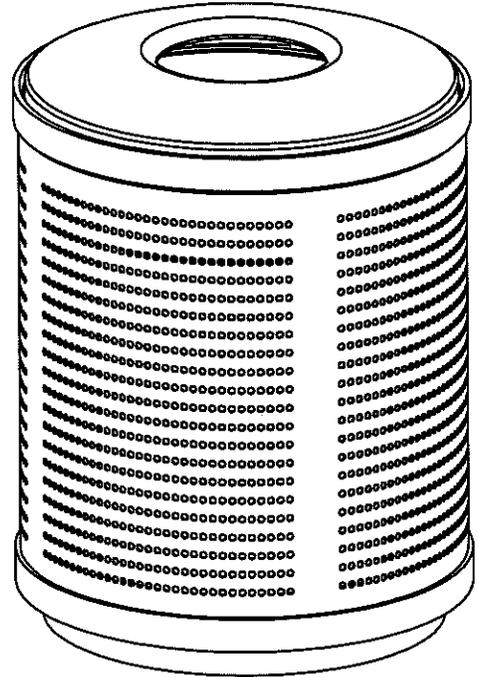
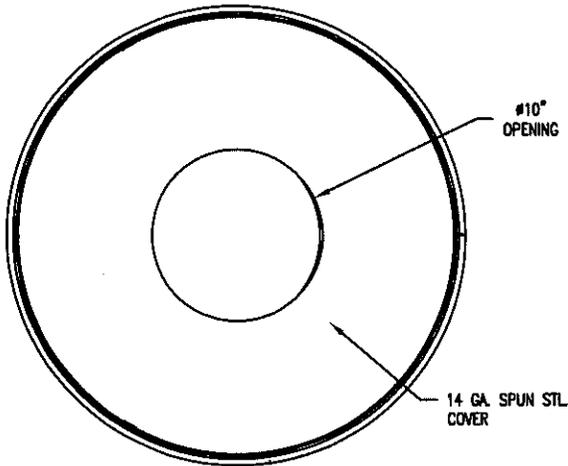
[89-32-FTQ](#)

Phone: 800-598-4018

E-mail: sales@dumor.com

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NOTES:

- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
- 2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.
- 3.) RECEPTACLE FULLY ASSEMBLED AT FACTORY.

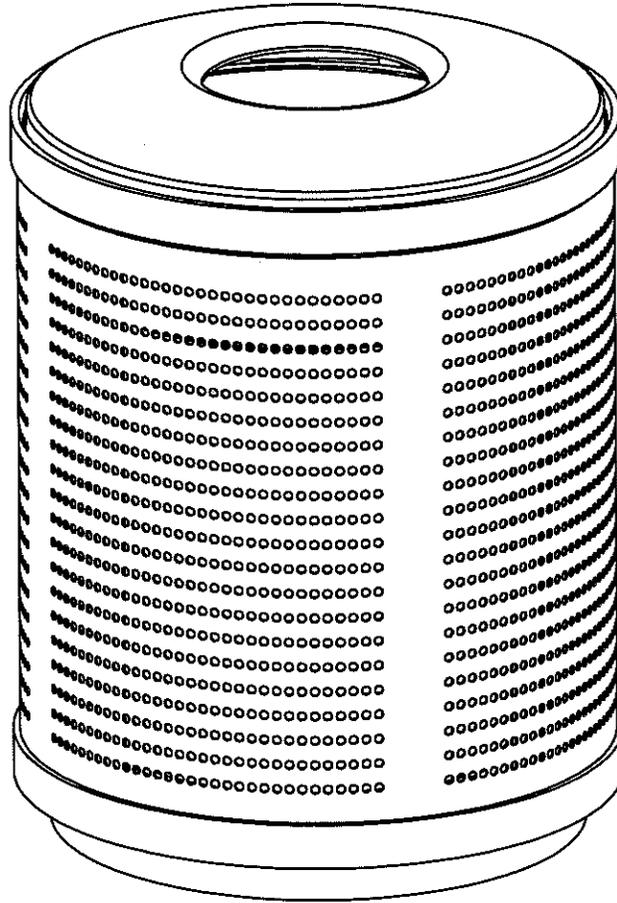


DuMor, inc.

P.O. Box 142 Mifflintown, PA 17059-0142

SCALE :	NONE
DATE DRAWN :	3/22/94
DRAWN BY :	HD
DATE REV. :	12/17/09
REV. BY :	AWH

TITLE :		RECEPTACLE	
REV. :	DRAWING NUMBER	89-32-FTO	SHEET 1 OF 2
H			



NOTE:

- 1.) RECEPTACLE SHIPPED FULLY ASSEMBLED.
- 2.) COVER ATTACHED W/ 1/8" VINYL COATED CABLE.
- 3.) MOUNT AND ANCHOR AS SPECIFIED.



DuMor, inc.
P.O. Box 142 Mifflintown, PA 17059-0142

SCALE :	NONE
DATE DRAWN :	1/4/00
DRAWN BY :	JSB
DATE REV. :	12/17/09
REV. BY :	AWH

TITLE :	RECEPTACLE ASSEMBLY		
REV.	DRAWING NUMBER		SHEET
H	89-32-FTO		2 OF 2

Storm Water Calculations for

Gordon Food Service Marketplace Store Franklin, WI

Job No. 1002014
December 12, 2012

Design Parameters

Storm Water Management:

- Utilize Existing on-site storm water system (draining to regional storm water pond west of development)
 - Existing pond provides both water quality & water quantity management

Storm Sewer Design:

- Storm sewer design is for a 10 year design storm using the Rational method for analysis
 - Runoff intensities based on Southeastern Wisconsin Regional Planning Commission (SWRPC)
- Hydraulic Grade Line check to show no ponding in parking lot area based on 10 year storm high water level in pond

PARADIGM DESIGN, INC.
550 3 Mile N.W., Suite B
Grand Rapids, MI 49544
PH: (616) 785-5656
Fax: (616) 785-5657

TABLE OF CONTENTS

Narrative	3
Storm Sewer Design Calculations	4-5
Drainage Area Maps	6
Supporting Documents	7+
SWRPC Rainfall Intensity Curves	

December 12, 2011

Storm Water Narrative
Gordon Food Service
Franklin, WI

Project Description:

The proposed Gordon Food Service Marketplace Store (GFS) is located on the west side of S. 27th Street (SR 241), just north of Rawson Avenue. Gordon Food Service proposes to develop a retail bulk food service store on approximately 1.9 acres of an existing 3.2 acre lot (a future retail use will use the northerly portion of the site). The existing site currently consists of a "pad-graded" outlot, which was rough-graded during construction of the adjacent Gander Mountain (west of GFS site) and Lowe's (southwest of GFS site). The site is not located within a 100 year floodplain, does not contain and is not adjacent to any wetlands or navigable waters. The existing ground cover on site is lawn, in generally good condition. Site soils (per site soil borings) generally consist of lean clay over the entire site.

The existing site drains through several catch basins and storm sewer to a storm drainage system to the west (Gander Mountain) and also to the south (Riverwood Boulevard). Both of these storm sewer systems drain west to a wet pond west of Lowe's. It is our understanding that this pond was designed to accommodate this retail use. No further storm water quantity or quality measures are proposed as part of this project.

The intent of the site grading and drainage was to utilize the existing storm sewer infrastructure to the extent possible. The proposed drainage areas are similar to what was previously proposed for Andy's Charhouse. By maintaining these areas, the pipe sizes and slopes are shown to be sufficient to handle runoff from a 10 year storm event.

The storm sewer pipes were sized using the Rational Method for the 10 year storm event (SEWRPC IDF Curves). The pipe design maintains a minimum pipe velocity of 2.5 ft/s and a minimum pipe diameter of 12" per the City requirements. The only exception is the 10" roof drain which connects to truckwell catch basin (CB-3), which is within 5' of the building and handled by building plumber (not site contractor).

WEIGHTED "C"

Calculated by: JRW

Date: December 12, 2011

Project Name: GFS - Franklin, WI

Project #1002014

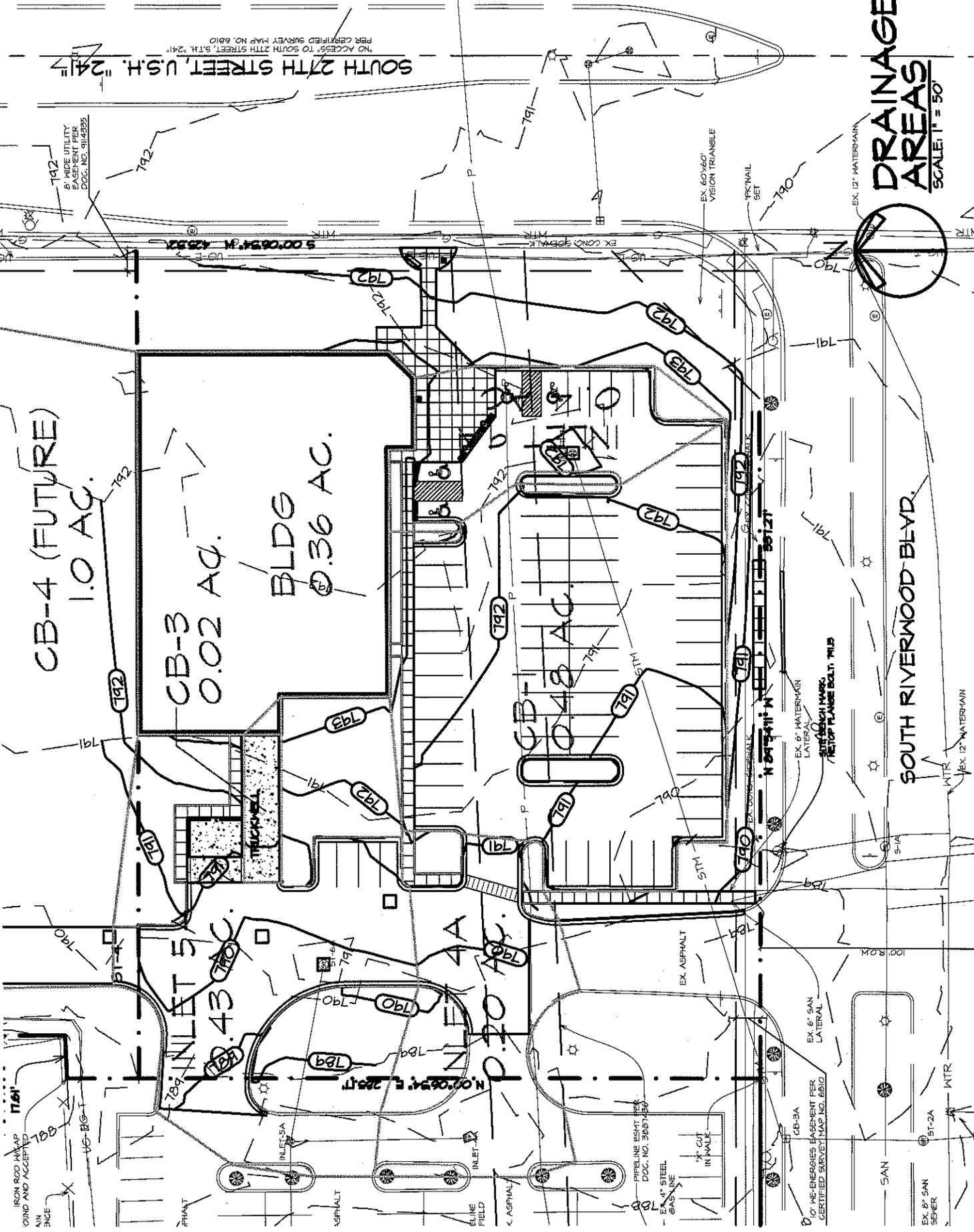
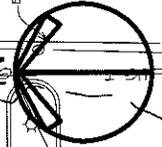
	Area (acres)	Hard Surface (acres)	RIM (feet)	CALC "C"	C X A
				Pavement: c = 0.90	
				Green Space / Lawn: c = 0.20	
Inlet 9A	0.14	0.12	791.85	0.80	0.11
CB-1	0.48	0.46	790.14	0.87	0.42
ST-2	0.00	0.00	789.86	--	
CB-3	0.02	0.02	789.14	0.90	0.02
ST-6A	0.00	0.00	791.94	--	
Inlet 4A	0.20	0.16	786.85	0.76	0.15
Inlet 5A	0.43	0.24	786.87	0.59	0.25
BLDG	0.36	0.36	793.14	0.90	0.32
CB-4 (Future)	1.00	0.70		0.69	0.69

Totals = 2.63 2.06  1.97

Weighted C_w = 0.75

DRAINAGE AREAS

SCALE: 1" = 50'



CB-4 (FUTURE)
1.0 AC.

CB-3
0.02 AC.

BLDG
0.36 AC.

CB-1
0.48 AC.

INLET 5
0.43 AC.

INLET 4
0.20 AC.

SOUTH RIVERWOOD BLVD.

SOUTH 27TH STREET, U.S.H. "241"

NO ACCESS TO SOUTH 27TH STREET, S.I.H. "241" PER CERTIFIED SURVEY MAP NO. 8810

8" WIDE UTILITY EASEMENT PER DOC. NO. 3114295

EX 60x60" VISION TRIANGLE

HPK NAIL SET

EX 12" WATERMAIN

EX 6" WATERMAIN LATERAL
SURFACE MARK
REFLECTOR PLANE BOLT THIS

EX 12" WATERMAIN

IRON ROD MARK
OUND AND ACCEPTANCE
AN
RICE

UC-BIG-1

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PIPELINE EIGHT PER
DOC. NO. 3087-250

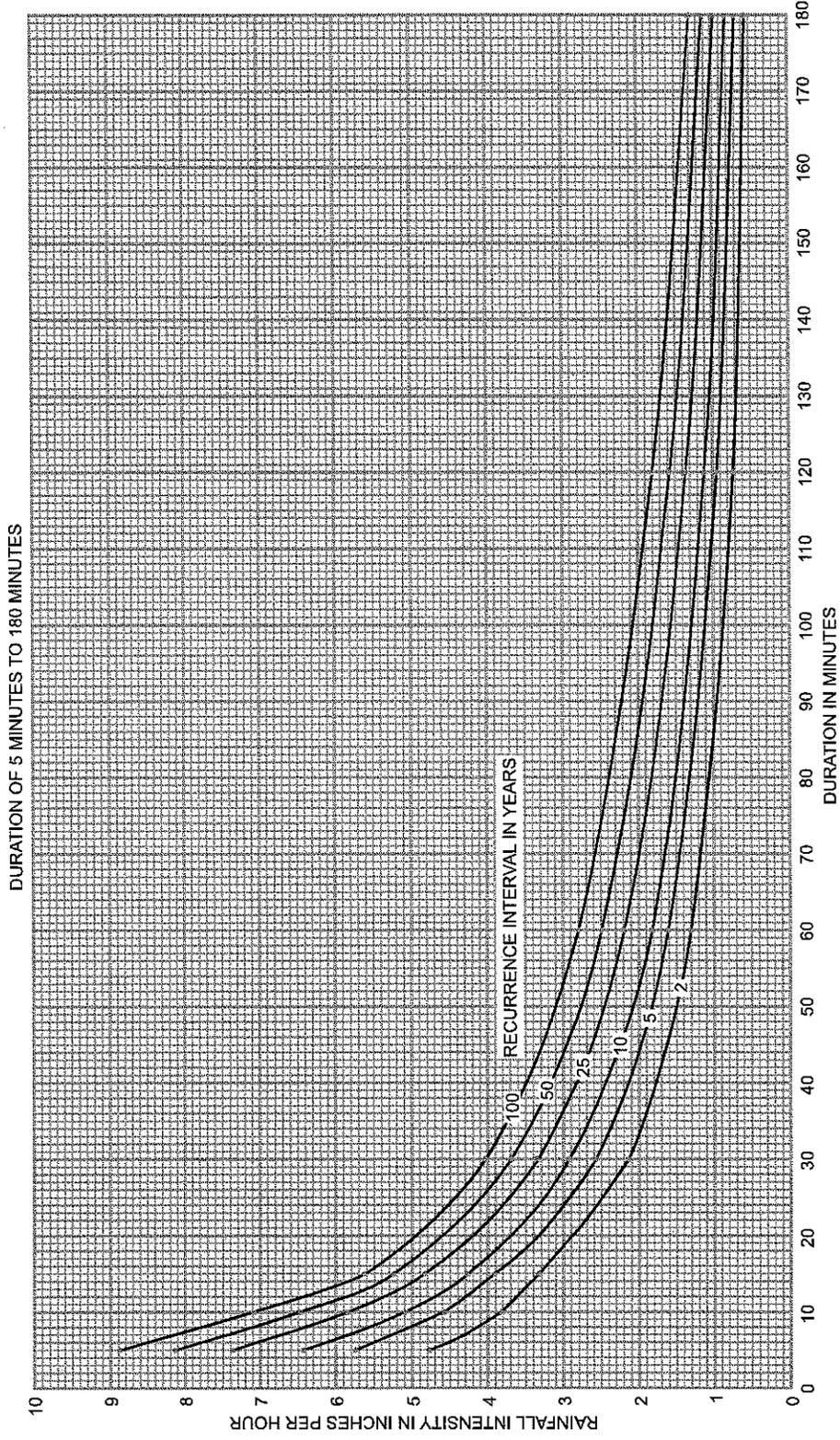
4" STEEL
GAS LINE

4" CUT
IN WALK

EX 6" SAN LATERAL

Figure 32

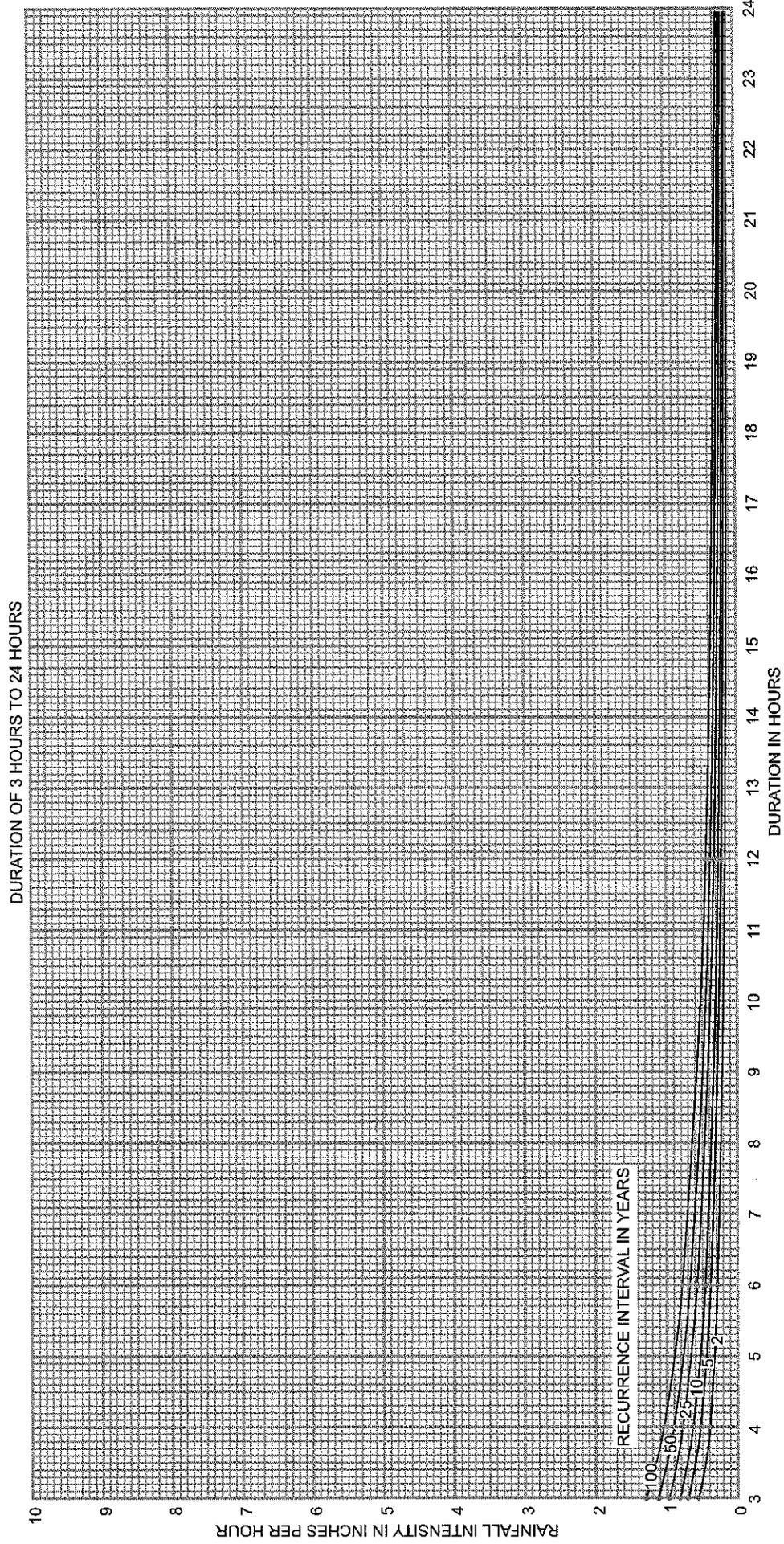
**POINT RAINFALL INTENSITY – DURATION – FREQUENCY CURVES
FOR MILWAUKEE, WISCONSIN^a**



^aThe curves are based on Milwaukee rainfall data for the 108-year period of 1891 to 1998.

Source: Rodgers and Potter and SEWRPC

Figure 32 (continued)



^aThe curves are based on Milwaukee rainfall data for the 108-year period of 1891 to 1998.

Source: Rodgers and Potter and SEWRPC

CROSS ACCESS AGREEMENT

TO BE RECORDED AS A COVENANT RUNNING WITH THE LAND

Relating to Sharing of Access to State Highways by Commercial Land Uses, City of Franklin, Milwaukee County, Wisconsin

In consideration of zoning approvals and the need for adjacent owners on a state highway to share access thereto, the owner(s) of the following described premises, to-wit:

Address: 6919 S. 27th Street

Description of property: See attached Exhibit A.

Description of cross access easement: See attached Exhibit B.

IT IS AGREED AS FOLLOWS:

Each of such land owners agree that:

- a. They will permit the interconnection of their parking lots and driveways to promote shared ingress and egress from adjacent properties to adjacent roadways in order to access the state trunk highway and where practical to intersecting public streets.
- b. They will establish and maintain grade levels at their property lines so as to be compatible with their adjacent neighbors to facilitate such interconnections.
- c. This instrument may not be amended or revoked without the written consent of the City of Franklin Plan Commission.
- d. This Agreement is executed in consideration of the mutual promises of those parties hereby affected and no other monetary consideration may be requested.
- e. The foregoing agreements shall be binding upon the successors and assigns of the parties hereto and shall be considered covenants running with the land.

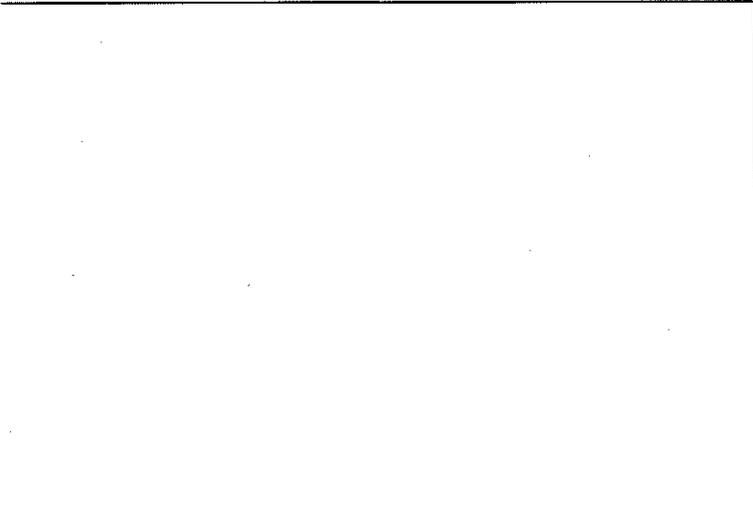
Dated at Milwaukee, Wisconsin, this _____ day of _____ - 2012.

State of _____)
County of _____) SS.

Personally appeared before me on this ____ day of _____, 20____, the above named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, _____
My Commission Expires: _____

Cross Access Agreement



Owner Name and Address Below:

Bouraxis Andreas Irrevocable Trust

4635 S. 108th Street

Greenfield, WI 53228

738 9978 005

Parcel ID Number(s)

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE January 10, 2012
REPORTS AND RECOMMENDATIONS	A Resolution supporting the application of Transpak Corporation to designate its property located at 4700 W. Ashland Way as a Foreign Trade Zone	ITEM NUMBER <i>6.9.</i>

Transpak Corporation has filed an application with the United States Foreign-Trade Zones Board to designate its property at 4700 W. Ashland Way as a Foreign Trade Zone. Such designation would allow Transpak to expand its services to its clients by offering certain advantages in a global marketplace. Expanding these services will potentially lead to expansion and additional jobs at the Transpak site. In addition, other Foreign Trade Zone sites have seen development near the site expand as companies look to better leverage the benefits the Foreign Trade Zone designation confers. The application materials indicate that a letter of support from the local municipality should be included, and Transpak has asked for the same.

COUNCIL ACTION REQUESTED

A motion to adopt a Resolution supporting the application of Transpak Corporation to designate its property located at 4700 W. Ashland Way as a Foreign Trade Zone as presented.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2012-_____

A RESOLUTION SUPPORTING THE APPLICATION OF
TRANSPAK CORPORATION TO DESIGNATE ITS PROPERTY
LOCATED AT 4700 W. ASHLAND WAY AS A FOREIGN TRADE ZONE

WHEREAS, Transpak Corporation has filed an application with the United States Foreign-Trade Zones Board seeking to have its property located at 4700 W. Ashland Way designated as a Foreign Trade Zone pursuant to 19 U.S.C. § 81a, et seq, and 15 C.F.R. Part 400; and,

WHEREAS, the designation of the Transpak Property as a Foreign Trade Zone will increase the competitiveness of Transpak, leading to potential expansion and increased jobs within the City of Franklin; and,

WHEREAS, the existence of a Foreign Trade Zone within the City of Franklin can help drive additional economic development as additional companies look to better utilize the Trade Zone; and,

WHEREAS, increased jobs and fostering economic development promotes the health, safety and welfare of the Community;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the City hereby publicly expresses its support for Transpak Corporation's application with the U.S. Foreign-Trade Zones Board for the designation of its property at 4700 West Ashland Way as a Foreign Trade Zone.

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to execute and the City Clerk be and is hereby directed to deliver a copy of this Resolution to the U.S. Foreign-Trade Zones Board as evidence of the City's support of Transpak Corporation's application.

Introduced at a regular meeting of the Common Council of the City of Franklin this 10th day of January, 2012.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 10th day of January, 2012.

[SIGNATURES FOLLOW ON PAGE 2]

RESOLUTION NO. 2012-_____

Page 2

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 1/10/12
Reports & Recommendations	SUBJECT: Consideration for installing sanitary sewer and water main on S. 76th Street in areas where none are available prior to Milwaukee County reconstructing S. 76th Street between W. Terrace Drive and W. Puetz Road in 2013.	ITEM NO. <i>G.10.</i>

BACKGROUND

Pursuant to the Milwaukee County’s plan to reconstruct S. 76th Street from W. Terrace Drive to W. Puetz Road, staff recommends that the City consider the extension of sanitary sewer and/or water main to the areas on the west side of S. 76th Street that do not have sanitary sewer and/or water main.

ANALYSIS

In the past for the reconstruction of W. Rawson Avenue and W. Ryan Road, the City staff has considered the installation of sanitary sewer and water main and has surveyed the abutting property owners. As the City has a maximum assessment rate for sanitary sewer and water main, staff has recommended to the Common Council in the past, that the property owner be informed that if the installation is not completed prior to the road reconstruction, that the future assessment for said installation would reflect the additional cost due to the new pavement.

OPTIONS

The staff recommends consideration of one of the following alternatives:

- a. Proceed with design without a survey.
- b. Survey the property owners with the understanding that if the facilities are not installed prior to the reconstruction of S. 76th Street the assessments would increase based on the additional cost.

FISCAL NOTE

Water main extensions:	Project Cost	\$460,974
	Amount Assessed	\$241,655
	Amount from Connection/Impact Fee	\$219,319
Sanitary sewer extensions:	Project Cost	\$221,550
	Amount Assessed	\$112,445
	Amount from Connection Fees	\$109,105

RECOMMENDATION

Motion “A”

Motion to authorize staff to survey the property owner on the west side of S. 76th Street between W. Terrace Drive and W. Puetz Road to ascertain if they wished to have sanitary sewer and water main installed in areas without such facilities based on the condition that if installed after the reconstruction the additional cost would be included in the assessment.

Motion “B”

Direct staff to proceed with the necessary steps to have sanitary sewer and water main installed at this time without a survey.

RJR/db
Enc.



MEMORANDUM: FROM ENGINEERING

DATE: January 4, 2012

TO: Files

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

SUBJECT: POSSIBLE SANITARY SEWER AND WATER EXTENSION'S ON S. 76TH STREET IN THE AREA TO BE RECONSTRUCTED BY THE COUNTY IN 2013

The following is a cost estimate for the cost to install sanitary sewer and/or water main on S. 76th Street between W. Terrace Drive and W. Puetz Road which is planned to be reconstructed by Milwaukee County in 2013.

It is staff's recommendation that the Common Council consider the installation of sanitary sewer and water main in the areas where parcels are not served. In the past the Common Council has indicated to the abutting property owners that if sanitary sewer and water main are installed prior to the reconstruction of the street, that the City would limit the cost to the maximum special assessment rate as established by City code, but if not, the property owners would have to pay the total cost as costs will be higher to install the sanitary sewer and water main after the roadway is reconstructed.

I. Water Main

The following section of water main would need to be reconstructed prior to the reconstruction of S. 76th Street.

A. Water main extension on west side from 550 feet north of W. Drexel Avenue to a point 140 feet north of W. Faith Drive

1.) Estimated Construction Cost	\$113,010
2.) Project Cost - Construction + 20%	135,612
3.) Lateral Cost \$18,000 + 16%	20,880
4.) Assessment Return Including Lateral \$65,900 + \$20,880	86,780
5.) Net Cost to Water Impact (\$135,612 - \$86,780)	48,832

B. Water main extension on west side from W. Norwood Drive to a point 290 feet south of W. Drexel Avenue.

1.) Estimated Construction Cost	\$ 82,410
2.) Project Cost - Construction + 20%	98,892
3.) Lateral Cost - \$3,000 + 16%	3,480
4.) Assessment Return Including Lateral	
\$40,518 + \$3,480	43,998
5.) Net Cost to Water Impact (\$98,892 - \$43,998)	\$ 54,894

C. Water main extension on west side from a point 580 feet south of W. Norwood Drive and a point 675 feet north of W. Forest Hill Avenue.

1.) Estimated Construction Cost	\$ 60,015
2.) Project Cost - Construction + 20%	72,018
3.) Lateral Cost - \$9,000 + 16%	10,440
4.) Assessment Return Including Lateral	
\$24,153 + \$10,440	34,593
5.) Net Cost to Water Impact (\$72,018 - \$34,593)	\$ 37,425

D. Water main extension on west side from W. Puetz Road to a point 59 feet south of W. Lake Pointe Drive.

1.) Estimated Construction Cost	\$128,710
2.) Project Cost - Construction + 20%	154,452
3.) Lateral Cost - \$18,000 + 16%	20,880
4.) Assessment Return Including Lateral	
\$55,404 + \$20,880	76,284
5.) Net Cost to Water Impact (\$152,452 - \$76,284)	\$ 76,168

Water Project Summary

Project Cost of All Four Projects	\$460,974
Amount Assessed	\$241,655
Amount from Connection/Impact Fee	\$219,319

II. Sanitary Sewer

The following section of sanitary sewer would need to be constructed prior to the reconstruction of S. 76th Street:

A. Sanitary sewer extension on the west side from a point 650 feet north of W. Drexel Avenue to W. Faith Drive.

1.) Estimated Construction Cost	\$ 76,100
2.) Project Cost - Construction + 20%	91,320
3.) Lateral Cost - \$7,500 + 16%	8,700
4.) Assessment Return Including Lateral	

	\$36,600 + \$8,700	45,300
5.) Net Cost to Sewer Connection Fee		
	(\$91,320 - \$45,300)	46,020

B. Sanitary sewer extension on west side from W. Norwood Drive to a point 490 feet north of W. Norwood Drive.

1.) Estimated Construction Cost	\$ 63,600	
2.) Project Cost - Construction + 20%	76,320	
3.) Lateral Cost - None	0	
4.) Assessment Return	29,886	
5.) Net Cost to Sewer Connection Fee		
	(\$76,320 - \$29,886)	46,434

C. Sanitary sewer extension on west side from a point 350 feet north of W. Forest Hill Avenue to a point 570 feet south of W. Norwood Lane.

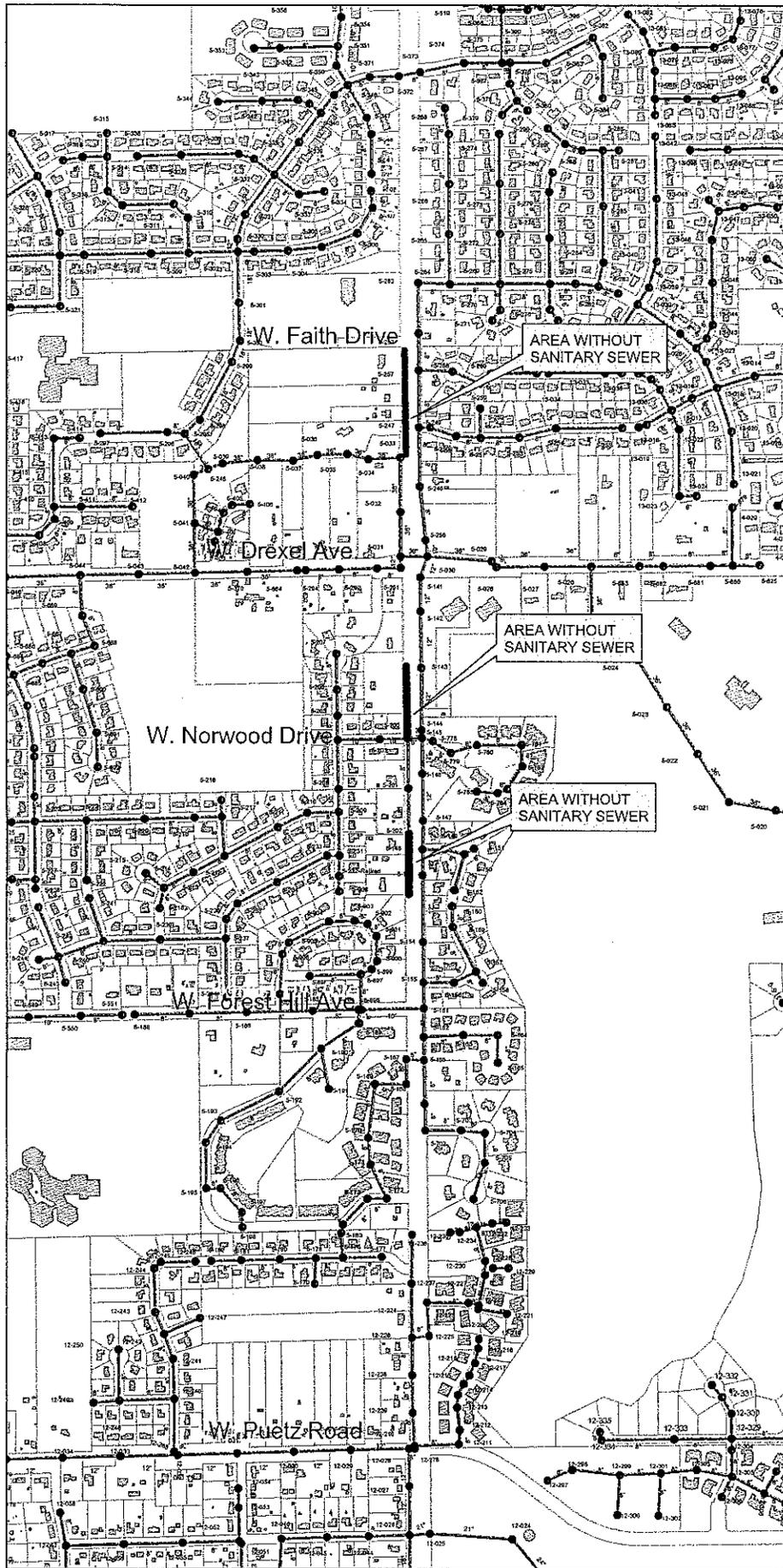
1.) Estimated Construction Cost	\$ 44,925	
2.) Project Cost - Construction + 20%	53,910	
6.) Lateral Cost \$7,500 + 16%	8,700	
7.) Assessment Return		
	\$28,559 + 8,700	37,259
8.) Net Cost to Sewer Connection Fee		
	(\$53,910 - \$37,259)	16,651

Sanitary Sewer Project Summary

Project Cost of All Three Projects	\$221,550
Amount Assessed	\$112,445
Amount from Connection Fees	\$109,105

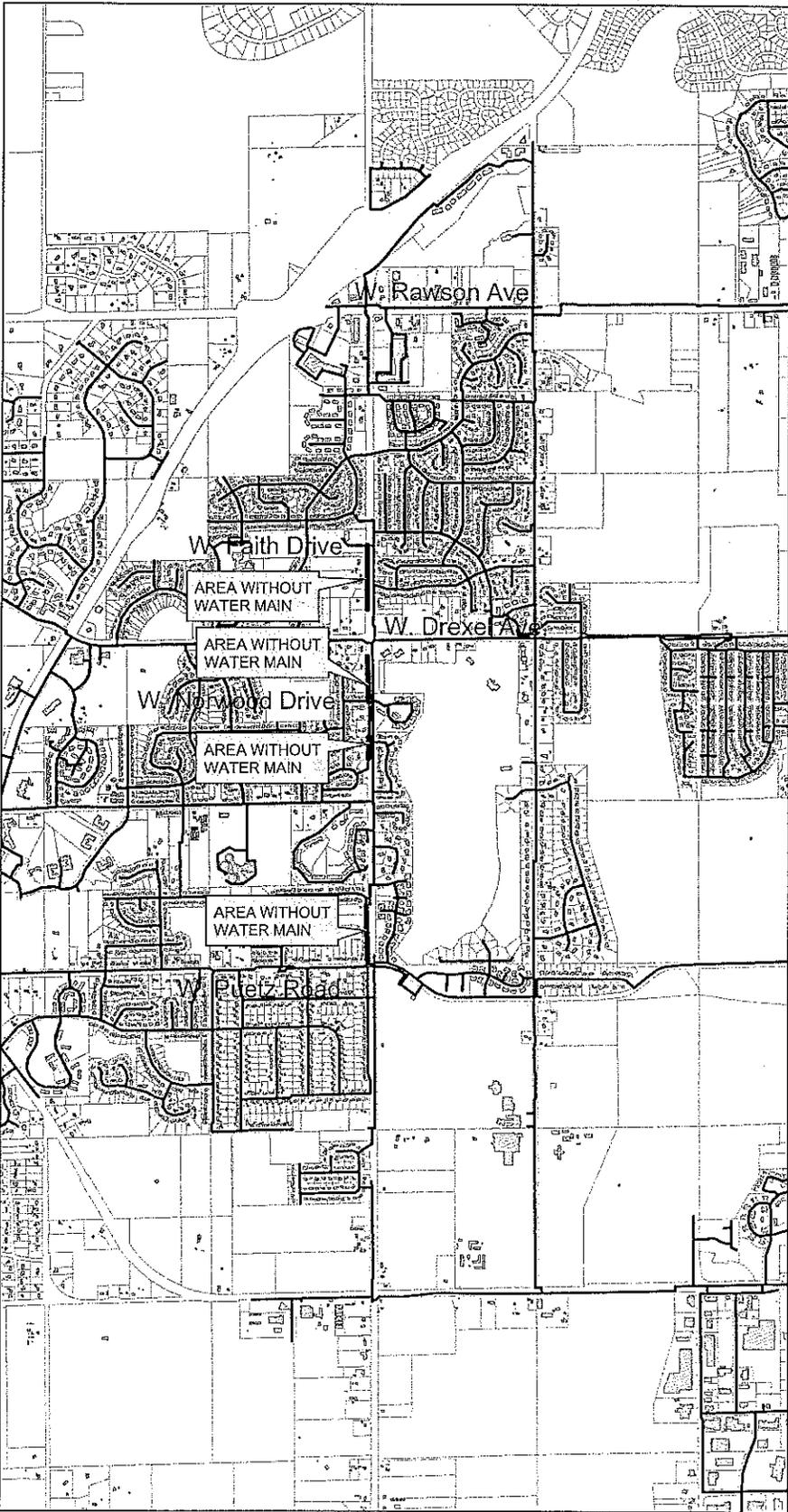
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POSSIBLE SANITARY SEWER EXTENSION S. 76TH STREET RECONSTRUCTION



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POSSIBLE WATER MAIN EXTENSION S. 76TH STREET RECONSTRUCTION



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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	SUBJECT: Authorization to proceed with the acquisition of right-of-way from two parcels for the construction of a trail on the west side of S. 51 st Street from the south line of St. Paul's Lutheran Church to W. Princeton Drive	1/10/12 ITEM NO. <i>G. 11.</i>

BACKGROUND

Pursuant to the proposed construction of a trail on the west side of S. 51st Street, it will be necessary to obtain right-of-way from two parcels in order to have enough width for an 8 foot wide multi-use trail.

ANALYSIS

It is recommended that the Board of Public Works review and approve the legal descriptions and that the Planning Commission determine the necessity for the right-of-way acquisition. It is also recommended that Single Source be employed to complete the two appraisals including the negotiations at a cost not to exceed \$6,000. It is also recommended that only the additional width necessary for the trail be acquired and not the future right-of-way for a major widening of S. 51st Street. The reason for the recommendation is that it is very likely in the future if S. 51st Street is widened, that STP federal funds would be utilized which would pay 80 percent at the cost including right-of-way. Staff does not foresee the widening of S. 51st Street during the next 20 years, unless there is a substantial change in traffic.

OPTIONS

Authorization to start the process for acquiring the right-of way.

or

Table

FISCAL NOTE

The cost for Single Source to complete the appraisal and negotiations is \$6,000 and the ballpark cost of the right-of-way for an additional 12 feet from the two parcels is \$34,000.

RECOMMENDATION

Motion to authorize staff to proceed with the acquisition of right-of-way for the construction of the trail on S. 51st Street from the south line of St. Paul's Lutheran Church to W. Princeton Drive with the Board of Public Works reviewing and approving the legal descriptions and the Planning Commission determining the necessity that the additional right-of-way be limited to what is necessary to construct the trail – an additional 12 feet and that Single Source be authorized to complete the two appraisals and negotiate the cost for acquisition of the two parcels for a cost not to exceed \$6,000.

JMB/sg

ca\Auth to proceed to acq ROW for trail on 51 St 2012



SINGLE SOURCE

Turnkey Services for Eminent Domain

December 22, 2011

City of Franklin
Mr. John M. Bennett, P.E. – City Engineer
9929 West Loomis Road
Franklin, Wisconsin 53132

SU: South 51st Street, Bike Path
City of Franklin, Milwaukee County

RE: Real Estate Costs

Dear Mr. Bennett:

We are submitting this letter to confirm availability to assist you with the subject project.

Single Source, Inc staff is available to complete two "short form" appraisals and two acquisitions for the subject project. One parcel is residential in nature and one parcel is institutional. It is assumed that no complicated issues are associated with the appraisals (cost-to-cure, severance or proximity issues). If it is determined at a later date that any of the appraisals involve complicated issues, the appraisal fees maybe amended. The project start and completion dates will be determined at a later date.

The fees for the project are as follows:

2 appraisals @ \$1,800 per parcel:	\$3,600
2 Acquisitions @ \$1,000 per parcel:	\$2,000
Project Management:	<u>\$ 400</u>
TOTAL PROJECT COSTS:	\$6,000

These proposed fees are lump sum and include all expenses (excluding recording any easement documents). If the agreed upon assignment changes or the scope of the assignment changes, the contact maybe revised accordingly.

If this is acceptable, please sign the agreement and return it to our office as soon as possible. If there is a delay in rejection or acceptance of this agreement, please notify our office so that we may schedule other projects accordingly.

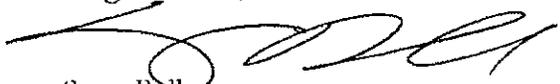
December 22, 2011
Page 2

Thank you for choosing Single Source, Inc for your real estate needs. We are looking forward to working with you on this project.

If you have any questions or concerns, please do not hesitate to call me at 262-789-8300, X103.

Respectfully,

Single Source, Inc.

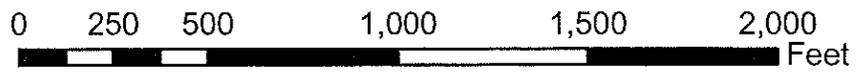
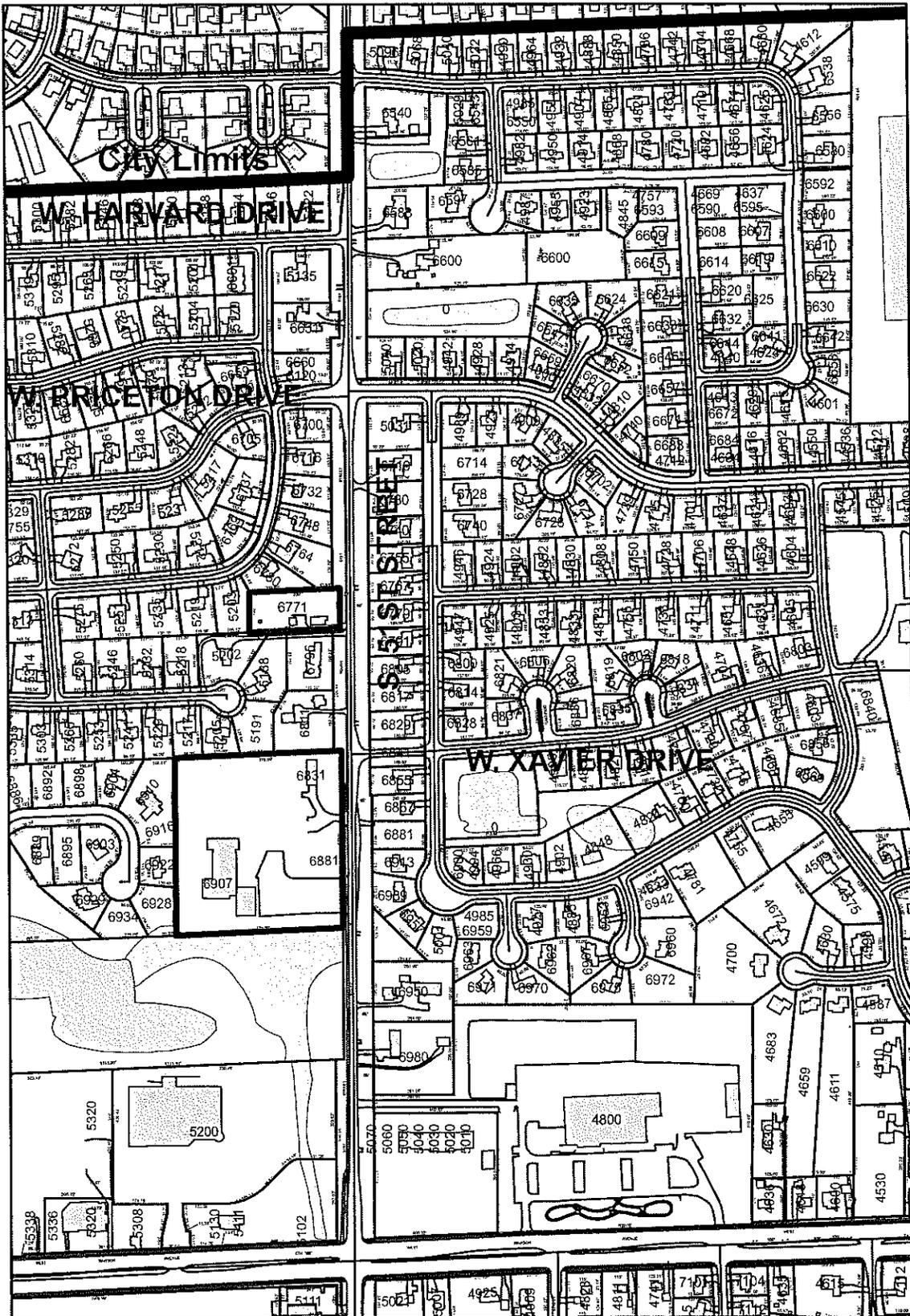
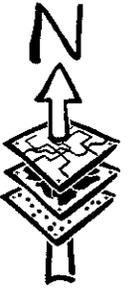


Steve Boll
Real Estate Specialist

Date: _____ Signed: _____

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PROPOSED S. 51ST STREET TRAIL



Parcels where 12 feet of additional right-of-way is needed.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>January 10, 2012</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2012, with JSA Civil Environmental Engineers, Inc.</p>	<p>ITEM NUMBER</p> <p><i>G.12.</i></p>

JSA Civil Environmental Engineers, Inc. has been providing landfill monitoring services at the Metro landfill for the past 7 years. The last annual contract expired December 31, 2011. Attached is a draft contract to in effect renew the terms of the 2011 agreement for 2012 (with an increase to the mileage charge cost in the amount of \$0.08 per mile) and a resolution authorizing same. Waste Management of Wisconsin, Inc. is obligated to provide reimbursement for the contract cost pursuant to Article IV.24.B. of the WWMI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010. The contract price is a cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the Agreement.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2012, with JSA Civil Environmental Engineers, Inc.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2012-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING & DISPOSAL FACILITY TO DECEMBER 31, 2012, WITH JSA CIVIL ENVIRONMENTAL ENGINEERS, INC.

WHEREAS, JSA Civil Environmental Engineers, Inc. having proposed to provide continued services as previously approved by the Common Council for the monitoring of the Metro Recycling & Disposal Facility landfill operations, for compliance with applicable state and local laws, codes, rules, orders and ordinances and siting agreements, to the end of the year 2012, the cost of such services being reimbursable to the City pursuant to Article IVB. of the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement; and

WHEREAS, the Common Council having considered such proposal and the resources currently available to obtain such monitoring services, and the benefit to the Community from the provision of such services and having found such proposal to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the agreement for Professional Environmental Engineering Services to Monitor Compliance at Metro Recycling & Disposal Facility landfill, with JSA Civil Environmental Engineers, Inc., as previously extended by the Common Council to December 31, 2011, be further extended to December 31, 2012, to provide services limited to bi-monthly audits, reports thereon and government meeting attendance limited to one hour each meeting, and such prior contract terms as may be applicable thereto, at cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV.24.B., and all in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to execute and deliver such agreement.

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

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

RESOLUTION NO. 2012-_____

Page 2

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

This Standard Agreement for Services (the "AGREEMENT") is between JSA Civil Environmental Engineers, Inc., a Subchapter S Corporation, organized pursuant to Wisconsin Law, (CONSULTANT) and the City of Franklin, a municipal corporation organized pursuant to Wisconsin Law (CLIENT).

ARTICLE . SCOPE OF SERVICES

The CONSULTANT shall provide consulting services (the "Services") as described in Attachment A. An initial draft of the Auditor's Manual shall be provided to the Metro Recycling & Disposal Facility Monitoring Committee by CONSULTANT within 7 (all days shall be calendar days) days of the date of notice and authorization to CONSULTANT to proceed. CONSULTANT shall further respond to any Committee requirements upon such Auditor's Manual within 7 days of receipt. Odor monitoring Services shall commence within 7 days of the Monitoring Committee's approval of the Auditor's Manual. Notwithstanding anything to the contrary set forth in Attachment A, all auditing reports shall additionally be provided by CONSULTANT to the Monitoring Committee; reports to the City of Franklin shall be to the City Clerk; and all reports prepared in the ordinary course of business shall be delivered electronically, except for quarterly reports, which shall be delivered in paper form to the Monitoring Committee and the City Clerk. Electronic transmissions of all reports shall be made by CONSULTANT within 24 hours of the completions of such reports. Initial odor complaint mapping shall be completed by CONSULTANT concurrent with the completion of the Auditor's Manual. Hours budgeted for operations and construction auditing within Attachment A include and are sufficient to allow for the provision of professional advice by CONSULTANT upon the request of CLIENT, as to available remedies or available remedial action, which may be necessary to cure any occurrences or conditions disclosed upon audit.

ARTICLE 2. COMPENSATION

Compensation to be paid by CLIENT to the CONSULTANT is described in Attachment A. Notwithstanding anything to the contrary set forth in Attachment A, CONSULTANT shall provide those Services and those Service hours per Task for such total compensation and expenses as shall not exceed those "TOTAL" amounts as are specifically allocated to such Tasks, respectively, in Attachment A. Such TOTAL amounts include all costs for labor, overhead, G&A, benefits, taxes, profit and all actual reasonable expenses, which shall be in such amounts and as set forth upon the "Standard Rates and Conditions" schedule contained within Attachment A. Total compensation and expenses for all landfill operations auditing Services (including odor monitoring) to be provided annually, commencing January 1, 2012, shall not exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV.24.B.

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

ARTICLE 3. TERMS OF PAYMENT

Payment by CLIENT to CONSULTANT shall be monthly, based on the invoicing provided by CONSULTANT.

A. INVOICING

The CONSULTANT shall submit itemized invoices to CLIENT for progress payments once each month during the progress of the Services. Such invoices will represent the value of the completed Services, and will be prepared in such form and supported by documentation as CLIENT may reasonably require.

B. PAYMENTS

CLIENT will review and approve invoices for payment. CLIENT will make payment to the CONSULTANT within thirty (30) days after receipt of the invoice. Progress payments to CONSULTANT will not constitute acceptance of the Services.

C. LIENS

CONSULTANT will promptly pay for all services, labor, material, and equipment used or employed in the Services, and will maintain all materials, equipment, structures, buildings, premises, and other subject matter hereof free and clear of mechanic's or other liens.

ARTICLE 4. OBLIGATION OF CONSULTANT

A. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents. The CONSULTANT shall also be solely responsible for the means and methods for carrying out the Services.

B. REPORTING

CONSULTANT shall, if requested by CLIENT, submit with its monthly invoice, progress reports, in a form acceptable to CLIENT.

C. PERFORMANCE

The standard of care applicable to CONSULTANT Services will be the degree of skill and diligence normally employed by others performing the same or similar Services and that of a professional engineer in Southeastern Wisconsin. The CONSULTANT will reperform any Services not meeting this standard without additional compensation.

D. WORKING FILES

CONSULTANT will maintain files containing all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this AGREEMENT. CONSULTANT will provide copies of the information contained in its working files to CLIENT upon request of CLIENT and at the CLIENT'S cost. All copies of information and data given to CONSULTANT by CLIENT or generated by CONSULTANT in performance of the Services will be delivered by the CONSULTANT to CLIENT upon termination of the AGREEMENT. CONSULTANT may retain one copy of any documentation pertaining to the Services performed after the termination of this AGREEMENT.

E. HOLD HARMLESS

CONSULTANT shall and hereby agrees to indemnify, defend, hold harmless and release CLIENT

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

(including its directors, officers, employees, representatives and agents) for any and all losses, demands, damages, claims, costs and expenses (including reasonable attorney's fees and costs) relating to or resulting from bodily injury or death, and for damage to property during or related to the Services under this AGREEMENT; provided, however, this release shall not be effective as to the extent that any such bodily injury or death or damage to property resulted from gross negligence or willful misconduct of CLIENT.

F. CODES, LAWS, AND REGULATIONS

CONSULTANT will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this AGREEMENT. CLIENT shall provide copies of local ordinances and agreements pertaining to the site to CONSULTANT.

G. PERMITS, LICENSES, AND FEES

CONSULTANT will obtain and pay for all permits and licenses required by law that are associated with the CONSULTANT'S performance of the Services and will give all necessary notices.

H. INSURANCE

CONSULTANT shall, during the term of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier acceptable to CLIENT in amounts equal to the minimum limits set forth below

A. Limit of General/Commercial Liability	\$1,000,000.00
B. Automobile Liability; Bodily Injury/Property Damage	\$1,000,000.00
C. Worker's Compensation and Employer's Liability	Statutory
D. Professional Liability	\$1,000,000.00

Certificates of insurance evidencing the above shall be delivered to CLIENT on request and shall provide that such coverages may not be canceled or amended without 30 day prior notice to CLIENT and naming CLIENT as an additional insured for General Liability.

I. ACCESS TO RECORDS

The CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Unless otherwise provided in a Task Order said records will be available for examination by CLIENT during CONSULTANT'S normal business hours for a period of three (3) years after CONSULTANT'S final invoice to the extent required to verify the costs incurred hereunder.

J. SUSPENSION OF WORK

The CONSULTANT will, upon written notice from CLIENT, suspend, delay or interrupt all or a part of the Services. In such event, CONSULTANT will resume the Services upon written notice from CLIENT, and an appropriate extension of time will be mutually agreed upon and added to CONSULTANT'S time of performance. CLIENT will reimburse CONSULTANT for reasonable termination and start up costs should work be suspended, interrupted or delayed unless due to the wrongful act or omission of CONSULTANT under this AGREEMENT or its duties of skill and diligence.

K. WORKING RELATIONSHIP BETWEEN WASTE MANAGEMENT OF WISCONSIN, Inc., J Spear Associates, Inc. AND THE CITY OF FRANKLIN

During the term of this AGREEMENT no CONSULTANT employee or subconsultant working under this AGREEMENT shall knowingly perform any work for Waste Management of Wisconsin, Inc. or any of its subsidiaries. No CONSULTANT employee or subconsultant who has done work for Waste Management of Wisconsin, Inc. within two years of this AGREEMENT shall be

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

assigned to work under this AGREEMENT.

L. CONFLICT OF INTEREST

CONSULTANT warrants that neither it nor any of its affiliates, their officers, employees or agents, have 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, their officers, employees or agents, will acquire directly or indirectly any such interest. CONSULTANT warrants that it will immediately notify CLIENT if any actual or potential conflict of interest arises or becomes known to CONSULTANT. Upon receipt of such notification, review and written approval is required from CLIENT for the CONSULTANT to continue to perform work under this AGREEMENT.

M. CONSULTANT'S PERSONNEL AT THE SUBJECT SITE

The presence of duties of CONSULTANT'S personnel at the subject site, whether as onsite representatives or otherwise, do not make CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or contractors, or other entities, and do not relieve the contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction/operation methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of work in accordance with the Contract Documents and any health and safety precautions required by such activities. CONSULTANT and its personnel have no authority to exercise control over any contractor or other entity or their employees in connection with their work or any health and safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health and safety deficiencies of the contractor or other entity or any other persons at the site other than CONSULTANT'S own personnel.

The presence of CONSULTANT'S personnel at the subject site is for the purpose of providing CLIENT a greater degree of confidence that the complete work will conform to the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances and that the integrity of the terms as reflected in the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances have been implemented and preserved by the contractors. CONSULTANT neither guarantees the performance of the contractors nor assumes responsibility for contractor's failure to perform their work in accordance with the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances.

ARTICLE 5. OBLIGATIONS OF CLIENT

A. TIMELY REVIEW

CLIENT will examine the CONSULTANT'S studies, reports, proposals, and other related documents and render decisions required by CONSULTANT a timely manner.

B. PROMPT NOTICE

CLIENT will give written notice to CONSULTANT whenever CLIENT observes or becomes aware of any development that affects the scope or timing of CONSULTANT Services, or any defect in the work of the CONSULTANT.

C. CHANGES

CLIENT may, by written order only, make changes, revisions, additions, or deletions (collectively

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

hereinafter called "changes") in the Services. CONSULTANT will immediately, upon knowledge of any potential changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify CLIENT of such changes and will request written disposition. The CONSULTANT will not proceed with any changes unless notified to proceed in writing by CLIENT. Nothing herein will be construed as relieving the CONSULTANT of its obligations to perform, including without limitation, the failure of the parties to agree upon the CONSULTANT entitlement to, or the amount of, any adjustment in time or compensation. Any claim by the CONSULTANT for an adjustment under this paragraph must be preceded by CONSULTANT'S written notice to CLIENT prior to performing any work or changes that such work or changes will require additional payment to that contemplated by this AGREEMENT. If the Services are reduced by changes, such action will not constitute a claim for damages based on loss of anticipated profits.

D. AUTHORITY OF CLIENT

The authority and responsibility of CLIENT are limited to the provisions set forth in this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. PROPRIETARY INFORMATION

All prices, rates, designs, reports, data, services, specifications, and other information related to the Services contain and comprise proprietary and company confidential information of CLIENT, and potentially other teaming partners. Except for the purpose hereof, CONSULTANT shall not publish or disclose to any third party or make use of such information during or at any time following the expiration or earlier termination hereof except if such disclosure is required by CLIENT, order of a court of competent jurisdiction, or otherwise required by applicable law.

B. ASSIGNMENTS

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

C. WAIVERS

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

D. FORCE MAJEURE

Neither party to this AGREEMENT will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, and acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any cause beyond the reasonable control or contemplation of either party.

E. AUTHORIZATION TO PROCEED

Verbal authorization by CLIENT, followed by confirming letter to CONSULTANT will be authorization for CONSULTANT to proceed with the Services.

F. NO THIRD PARTY BENEFICIARIES

This AGREEMENT gives no rights or benefits to anyone other than the CONSULTANT and

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

CLIENT and has no third party beneficiaries.

G. JURISDICTION

The laws of the State of Wisconsin shall govern the validity of this AGREEMENT its interpretation and performance, and any other claims related to it. The venue for any dispute shall be the Circuit Court for Milwaukee County. The prevailing party in any such litigation shall be entitled to be awarded its reasonable attorney's fees.

H. SEVERABILITY AND SURVIVAL

If any of the Provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable the unenforceability of the other remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

I. TERMINATION

(1) TERMINATION FOR CONVENIENCE

CLIENT, for its convenience, may, effective forthwith upon any notice, terminate all or part of this AGREEMENT. In such event the CONSULTANT will be entitled to compensation for the Services competently performed up to the date of termination. The CONSULTANT' will not be entitled to compensation for profit on the Services not performed.

(2) TERMINATION FOR DEFAULT

CLIENT may, by written notice, terminate the whole or any part of the AGREEMENT for default in the event that the CONSULTANT fails to perform any of the provisions of this AGREEMENT, or fails to make progress as to endanger performance of the AGREEMENT in accordance with its terms, or, in the opinion of CLIENT, becomes financially or legally incapable of completing the Services and does not correct such to CLIENT'S reasonable satisfaction within a period of seven (7) working days after receipt of notice from CLIENT specifying such failure.

If after notice of termination, it is determined for any reason that the CONSULTANT was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to TERMINATION FOR CONVENIENCE.

In the event of termination for default, the CONSULTANT will not be entitled to termination expenses. Regardless of the cause of termination the CONSULTANT shall deliver legible copies of all completed or partially completed work products and instruments of service including, but not limited to laboratory, field or other notes log book pages, terminal data, computations and designs.

The rights and remedies of CLIENT provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this AGREEMENT.

J. DELAYS AND EXTENSION OF TIME

If the CONSULTANT is delayed in the progress of the Services by any act or neglect of CLIENT or by any separate teaming partner, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the CONSULTANT will, within twenty-four (24) hours of the start of the occurrence give notice to CLIENT of the cause of the potential delay and estimate the possible

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

time extension involved. Due to the time sensitive nature of the Services bring provided by CONSULTANT any extension or delays in CONSULTANT'S performance must be negotiated by the parties such that CLIENT can still meet deadlines which are established by entities that are not parties to this AGREEMENT. No extension of time will be granted to the CONSULTANT for delays occurring to parts of the Services that have no measurable impact on the completion of the Services under this AGREEMENT. No extension of time will be considered for weather conditions normal to the area in which the Services are being performed. Unusual weather conditions if determined by CLIENT to be of a severity that would stop all progress may be considered as cause for an extension of completion time. Delays in delivery of equipment or material purchased by the CONSULTANT or its subcontractors will not be considered as a just cause for delay. The CONSULTANT will be fully responsible for the timely ordering, scheduling, expediting, and/or delivery of all equipment, materials, and personnel.

K. TERM OF AGREEMENT

The AGREEMENT shall extend to and expire upon December 31, 2012. This term may be extended by mutual consent of both parties.

ARTICLE 7. NOTICES

For the purposes of this agreement, notices will be by United States Mail to:

For the CLIENT:

For the CONSULTANT:

JSA Civil Environmental Engineers, Inc.
325 W. Vine Street
Milwaukee, WI 53212
ATTN: Jo-Walter Spear, Jr., P.E.

ARTICLE 8. SIGNATURES AND ATTACHMENTS

A. The following attachments are made part of this AGREEMENT: Attachment A.

B. This AGREEMENT executed in duplicate original, represents the entire AGREEMENT between the parties, supersedes all prior agreements and understandings and may be changed only a written amendment executed by both parties:

Approved for JSA Civil Environmental Engineers, Inc.

Accepted for _____

By _____

By: _____

Name: Jo-Walter Spear, Jr., P.E.

Name: _____

**STANDARD AGREEMENT FOR SERVICES TO MONITOR
COMPLIANCE AT METRO RECYCLING AND DISPOSAL
FACILITY DURING OPERATIONS AND CONSTRUCTION**

Title: Project Manager

Title: _____

Date: _____

Date: _____

JSA Civil Environmental Engineers, Inc. (JSA) Scope of Professional Engineering Services to The City of Franklin, WI

LANDFILL OPERATIONS AUDITING

The scope of services has been broken down into the following tasks:

Task 1 Auditor's Manual

The auditor's manual is reviewed and updated, annually. The budget for this task assumes one hour to review and update the manual.

Deliverables: Auditors Manual

Task 2 Operations and Construction Audit

JSA auditors will perform audits of landfill operations and any construction activities occurring during the audit. The audit of operations will include, but not be limited to, observation of waste receipt; weigh-in, placement and compaction of wastes; the application of cover materials and cover integrity; odor monitoring (on-site and off-site); leachate management, including leachate recirculation, evaporation, and disposal; landfill gas recovery system operations; flare stability and consistency; vegetation observations for signs of landfill gas or leachate stress; and other necessary operations for the facility. To maximize the efficiency of the audits, JSA has prepared an audit form that encompasses regulatory, permit, and contractual requirements, as well as other standards of practice in the solid waste industry. JSA has used this form, or one similar to it, at other facilities. JSA will provide the City of Franklin, Metro Waste Disposal and Recycling Monitoring Committee (Committee) and Metro Waste Disposal and Recycling Facility (Metro) with an audit report following each site visit. Particular attention will be paid to activities and procedures that do not conform the contract between Metro and the City of Franklin (City). We will provide our findings and recommendations to the Committee in writing.

Inspection of operations will be conducted during each site visit, as appropriate. Construction continues at a landfill after the major actions of building new cells. The addition of a new landfill gas recovery well, placement of incremental cap areas, erosion damage repairs and other construction activities will be observed if they are in process during the audit.

Our team has extensive experience in all aspects of landfill construction and operation and will draw upon our Project Manager's experience with landfill construction and operations, with the support of our Principal, who has over 30 years of landfill construction and operations experience. We will use our experience to anticipate problems and to keep the City fully informed of the project status.

Our budget for this task is based on the assumption that one team member will spend 3 to 4 hours at the site each week, with senior review of the audit reports.

During periods of intense or complex construction, the audits may consume more time than anticipated above. Our experience in other audit situations is that there are opportunities to manage the total budget to prevent budget over runs at the project level.

Deliverables: Copy of landfill operations audit report following each site visit, including a copy of the landfill construction audit report for construction activity occurring during the audit; Year End Report

Task 3 Odor Monitoring

JSA will conduct Odor Monitoring before and during every audit event at the Metro site. A course about the landfill has been defined for the limits of odor monitoring and the results of each event are recorded upon a map that is included in the Audit report. JSA also maintains an online database of all odors reported and their geographic location about the Metro site.

Deliverables: Copy of the Odor Monitoring Map with every Audit Report, provide and maintain online database of odor complaints.

Task 4 Environmental Monitoring and Data Analysis

At the direction of the City or the Committee, JSA will review and evaluate groundwater quality and surface water quality data, groundwater elevation data, leachate quality data; and landfill gas data provided by Metro to the City or the Wisconsin Department of Natural Resources (WDNR). This evaluation will include both a general trend analysis and a trend analysis that relates to the background data.

If our team identifies significant changes or anomalies in the groundwater or surface water data, we will evaluate the impact of the landfill on those changes and notify the City. At the request of the City, we will identify appropriate mitigation actions and present these actions in a technical memorandum for the City's review.

Deliverables: Quarterly and Annual review of Metro's analysis of groundwater and surface water

quality and an assessment of the numerical results; a memorandum summarizing the observation during a quarterly groundwater and surface water monitoring event; quarterly and annual review of Metro's sampling and analysis of landfill gas and an assessment of the numerical results; and a memorandum summarizing the observation during a landfill gas monitoring event.

Task 5 Facility Closure and Post-Closure Care Monitoring

At the direction of the City, JSA will make independent annual determinations of the funding level (+30% or -50%) necessary to close the landfill and to monitor and maintain it for a period of 30-years following closure. This level will be compared to the current balance of the facility closure, monitoring, and maintenance funds or current calculations of that fund, by Metro. We will provide a written assessment to the City indicating whether sufficient funds have been set aside.

Deliverable: Annual written report assessing funding requirements for closure and post-closure monitoring.

Task 6 Attendance at Landfill Committee Meetings

JSA will attend the Committee Meetings in order to address questions from members of the committee. Typically, the Auditor and/or an engineer will attend the meeting, based on our understanding of committee concerns. We request to be placed on the agenda early in the meeting and will attend for a period of one hour at no cost to the City. If we are requested to remain after the hour, the City will be billed for the time at the regular hourly rate of our attendees. The budget for this task assumes that we will spend no more than one hour at the meetings.

Deliverable: Documentation as requested by the committee at prior meetings, if any.

Task 7 Additional Services as Requested

JSA is prepared to perform a variety of tasks for the duration of the contract period not specifically addressed in the scope of services. Our experience suggests that the flexibility offered by this arrangement will be extremely valuable to the City. Because of the variety of situations that are encountered in the course of landfill construction and operation, there are services that may be requested that can not be envisioned at the time the scope of services is written. The following list is not a proposal for additional services, but a short lists of examples of services we have been asked to provide during an audit contract that were not envisioned in the contract:

- Consultation regarding storm water and erosion control when problems occur,
- Consultation regarding alternative daily cover,
- Consultation regarding the Operator's plans to meet new regulations including air quality, gas management, and NPDES regulations,
- Consultation regarding Operator proposals to change environmental monitoring plans,
- Solid waste market assessment and consultation,
- Consultation on the effectiveness and selection of landfill deodorants,
- Consultation on and the preparation of comments regarding legislation or regulation that effects landfill operation or impacts the agreement between the community and the landfill

Deliverable: Deliverable and level-of-effort for activities under this Task will be developed on a case by case basis as requested by the City.



J. SPEAR ASSOCIATES / 325 WEST VINE STREET / MILWAUKEE, WI 53212-3600 / 414-263-2122
CIVIL ENVIRONMENTAL ENGINEERS

December 16, 2011

Project No: 1036.10066

Jesse Wesolowski, Esq.
Attorney to the City of Franklin
11402 W Church Street
Franklin, Wisconsin 53132

RE: 2012 JSA Civil Environmental Engineers' Professional Services for the City of Franklin

Dear Jesse:

We consider the City of Franklin to be a Legacy Client and offer the rates and terms as indicated in the attached for 2012. It is our intention to maintain a Legacy Client rate structure for all of our clients who have had and continue to have an enduring relationship with our Firm.

JSA Civil Environmental Engineers (JSA) requires that a certified Manager of Landfill Operations (MOLO) manage the auditing program. The MOLO program is conducted by Solid Waste Association of North America (SWANA). Our Project manager (Jo Spear, Jr., P.E.) is MOLO Certified, a MOLO instructor, and currently active in rewriting the MOLO course. In addition to accreditation from SWANA, Jo has also received training in landfill design from University of Wisconsin, Madison as part of their post professional program.

I have attached our "Scope of Professional Engineering Services". JSA currently performs all seven of the listed Tasks. JSA audits the Metro Facility twice per month, the City may wish to consider additional construction audits during the expansion construction period. JSA also maintains a database for the City of recorded Audits and Odor Complaints viewable by the public at <http://www.jsacivil.com/franklin/index.htm>.

If you, or the City of Franklin, have any questions or comments regarding our current or future services to the City of Franklin, please do not hesitate to contact us.

Thank you,

A handwritten signature in black ink, appearing to read 'J. Spear, Jr.', written over a faint, larger signature.

Jo-Walter Spear, Jr., P.E., JSA Civil Environmental Engineers, Project Manager



CIVIL ENVIRONMENTAL ENGINEERS

325 West Vine Street / Milwaukee, WI 53212-3606 / 414-263-2122

Standard Rates and Conditions For Legacy Clients 2012

<u>Title</u>	<u>Rate</u>
Principal	\$120.00
Project Manager	\$ 85.00
Administration	\$ 50.00
Engineering Technician	\$ 50.00

Mileage is billed at \$ 0.63 per mile and travel is billed at one-half the traveler's hourly rate. Copies are billed at \$ 0.10 per page for letters, memoranda, reports, etc. Drawings are billed at \$ 0.75 per square foot of drawing for black and white and \$ 8.00 per square foot for color. All other direct expenses are itemized on our invoice. Invoicing will include any disposable supplies or special equipment, as applicable. Clients will be provided with a secure Intranet page, for the receipt and maintenance of deliverables and other documents. Our secure intranet page is also available for collaborative document development and review. A 10 % surcharge will be applied to all expenses to cover administration and management. Each client invoice is assessed a \$50.00 Administrative Services Fee to recover accounting and billing costs.

JSA Civil Environmental Engineers charges time on the basis of the nearest ½ hour for engineers and planners and the nearest ¼ hour for graphics, CAD, and Administrative personnel. Invoicing is done at least once each month, either around the middle of the month or the end of the month, based on client preference. Invoices will be submitted within ten (10) days of the close of the billing period and are payable upon receipt. Should invoices be issued outside of this schedule, they are due and payable upon receipt. J Spear Associates reserves the right to assess late charges of 5.0% of the principal per month against all invoices not paid within 60 days of issuance. In addition, work on the project by JSA may be suspended and data, reports and/or other products withheld, should invoices not be paid within 45 days. Invoices are due and payable upon receipt. Invoices paid within fifteen (15) days of issuance are eligible for a 2.5% discount, which maybe taken by the client when making payment.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/10/12</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Committee of the Whole Recommendations</p>	<p>ITEM NUMBER</p> <p><i>G.13.</i></p>

The Council may act on recommendations from the Committee of the Whole meeting on January 9, 2012.

- A. Proposed policy relative to sewer extension and cost recovery for the Ryan Creek Interceptor Public Sanitary Sewer Project and currently unsewered public sanitary sewer service areas in the City.
- B. Ordinance to repeal the Office of Director of Finance and Treasurer, to create the Office of Treasurer, and to amend the Municipal Code as it pertains to such positions.
- C. Wisconsin Act 97 regarding closing hours for Class "A" Establishments-consideration of amending Franklin Municipal Code to prohibit Class "A" fermented malt beverage sales from 12 midnight to 6:00 a.m. (sales currently prohibited from 9:00 p.m. to 8:00 a.m., per Franklin Municipal Code).

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<p>APPROVAL</p> <p><i>Slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/10/12</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Creating Finance Director and Treasurer Job Descriptions and Amending the Job Description of the Director of Administration</p>	<p>ITEM NUMBER</p> <p><i>G.14.</i></p>

At the Council meeting of 12/20/11, the Common Council approved a motion directing staff to proceed with the steps necessary to restructure the management of the Finance Department in light of the failure of the attempted hiring process to achieve any acceptable results. Part of that motion directed staff to create separate job descriptions for Finance Director and Treasurer, slightly revise the Director of Administration job description, and place them on the agenda for this meeting.

Attached for your consideration are the job descriptions reflecting the distribution of duties as set forth in the memo from the Director of Administration (dated 12/15/2011) that accompanied the item on the last agenda.

The Finance Director position would take effect upon approval so that a job description is available for use within the hiring process. As can be seen, the position duties were structured to enhance the ability to maintain and monitor internal control issues and coordinate such issues with the Treasurer position. This position is essentially "the City's CPA" and would maintain the general ledger, payroll, and accounts payable systems, in addition to many other specific tasks. The position would report to the Director of Administration following expiration of the current succession plan. The position was slotted at range IX based upon a review of current salaries reported in applications recently received and placing the anticipated necessary salary level at mid-range.

The Treasurer position would be a City "officer" position as is statutorily required and would take effect May 1, 2012, upon expiration of the current contract for Calvin Patterson. The position would be filled as a half-time position as would be set forth within the applicable employment agreement. Again, internal control issues have been balanced with those of the position of Finance Director. The position (full-time comparable) was slotted at range IX recognizing a comparable level of experience requirements and responsibilities between this and the Finance Director positions. If approved, however, an employment agreement for Mr. Patterson, which would take effect May 1 following his current contract, would be prepared for a future Common Council meeting, which would set the salary and terms of his employment.

The Director of Administration job description has very few changes. It reflects the position's supervision of the above positions effective May 1, 2012, following completion of the existing succession plan. It also reflects elimination of the position's supervision of the Planning Department. It adds the primary responsibility for oversight of the City's budget process. Placement within the salary grade is not changed. If approved, a revised employment agreement for the current Director of Administration would be prepared for a future Common Council meeting.

The May 1 effective date corresponds to the end of the current approved succession plan, but a primary reason for the delay is that the requirement to establish the Treasurer position by Charter Ordinance forces a minimum delay of 60 days in the effective date. The job descriptions need not be approved if the Common Council elected not to approve a Charter Ordinance that provides for the position of Treasurer.

The Personnel Committee will review the job descriptions on January 9, 2012.

COUNCIL ACTION REQUESTED

Motion to approve the Job Description for Finance Director, to approve the Job Description for Treasurer effective May 1, 2012, and to approve a revised Job Description for Director of Administration effective May 1, 2012.

**CITY OF FRANKLIN
Job Description**

Job Title:	Treasurer	Deleted: Director of Finance &
Department:	Finance - Treasury Office	Deleted: and Treasury
Reports to:	Director of Administration	Deleted: Mayor
Salary level:	Management/Administrative/Supervisory Level IX	Deleted: XI
FLSA Status:	Exempt	
Prepared by:	Mark Luberda & Dana Zahn	Deleted: Calvin A. Patterson
Prepared Date:	January 5, 2012	Deleted: May 17
Approved By:	Common Council	Deleted: , 2011
Approved Date:	January 10, 2012	Deleted: May 17, 2011

Summary:

Supervise, direct, analyze, interpret and communicate treasury operations of the City, provide management of the [Treasury Office](#), and provide information and guidance to the Mayor, Director of Administration, Finance Committee, and Common Council Members.

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Essential Duties and Responsibilities:

[Manage the investment of City funds, including but not limited to making the short term investment decisions for the City, in accordance with investment policies and goals, and with local, state, and federal regulations, including maintaining required investment records and preparing necessary reports.](#)

[Supervise and maintain the City's cash receipting system to ensure the proper receipt, deposit and recording of all funds received.](#)

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[Act in the lead role in debt management, bond issuance and credit rating issues including determining appropriate times to refinance existing debt to ensure the most efficient use of the City's bond capacity and borrowed monies.](#)

Evaluate, develop, recommend, and implement treasury policies that will result in sound fiscal and treasury management.

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Analyze, interpret, and communicate financial operating results (monthly, quarterly, and through special reports) to provide information, guidance, and [technical financial support](#) to City officials and departments.

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[Prepare complex financial analysis and reports](#) and provide high level consultation to City officials on treasury management issues.

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Deleted: Prepare complex financial analysis and reports

In regards to cash receipting, has primary responsibility for establishing and maintaining good internal control policies and procedures and for ensuring proper segregation of duties to the extent possible with available manpower in order to see that all receipts are properly deposited and City assets are safeguarded to the extent possible.

In regards to disbursements, has secondary responsibility for establishing and maintaining good internal control policies and procedures and ensuring proper segregation of duties to the extent possible with available manpower in order to see that all disbursements are properly expended and City assets are safeguarded to the extent possible. To ensure the proper review of bank statements is performed on a regular basis, each month's bank statement reconciliation to receipts must be signed and dated by both the preparer and the Treasurer indicating the bank reconciliation was completed, reviewed, and acceptable.

Supervise the annual property tax collection to ensure that all funds received are properly credited against taxpayers' receivable balance and deposited daily, that timely payment is made to other taxing jurisdictions, and that the final settlement is timely made to the County.

Supervise the subsequent collection of delinquent personal property taxes to maximize the subsequent collection of these delinquent taxes to the extent possible and the timely chargeback of any uncollected personal property taxes to the taxing jurisdictions.

Monitor the City's special assessment collection system to ensure the proper collection of special assessment receivables from taxpayers when due.

Supervise and maintain the operation of the treasury data processing systems and analyze and recommend data processing alternatives.

Provide financial management of, but not the accounting of, Impact fees and the Self Insurance Fund including the setting of reimbursement rates from City departments, employees, and retirees to ensure the solvency of this fund.

Provide financial management of, but not the accounting of, the water utility, sewer fund, and TIF districts, including providing the Board of Water Commissioners and Community Development Authority with professional guidance, assistance, and consultation.

Supervise and train assigned personnel, to ensure development of their full potential.

Calculate the tax bills to ensure that the proper amounts get billed to taxpayers.

Ensure the statutory duties of Treasurer are performed as required and serve as an "officer" of the City of Franklin.

Attend meetings, when required, to support treasury items. This may include meeting outside of normal business hours.

Maintain and catalog permanent treasury records as required by the State.

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Manage the investment of City funds including making the short term investment decisions for the City in accordance with investment policies and goals, and local, state and federal regulations including maintaining required investment records and preparing necessa ... [1]
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Peripheral Duties:

Perform other duties and assume other responsibilities as apparent or as delegated.

Minimum Qualifications

Education and Experience:

Graduation from an accredited college or university with a Bachelor's degree in accounting or finance, five (5) years of either accounting experience (municipal accounting preferred) or finance experience (a focus on treasury, banking, or investments preferred), or any equivalent combination of education and experience.

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Licensing and Certification:

Certified Public Accountant, or Certified Public Finance Officer certification or Certified Governmental Finance Manager certification or Certified Treasury Professional (Association for Financial Professionals).

Necessary Knowledge, Skills and Abilities:

Thorough knowledge of regulations, policies and procedures that apply to accounting and financing in municipal government.

Ability to read, analyze and interpret complex documents.

Working knowledge of data processing equipment and applications which apply to municipal government.

Ability to formulate, initiate, and administer policies and procedures for effective treasury fiscal control.

Ability to plan, delegate and supervise personnel in a manner that will gain and maintain respect.

Ability to maintain effective and respected work relationships with other appointed officials, elected officials, department heads and the general public.

Ability to present and communicate ideas and concepts in public and private, both verbally and in writing.

Ability to make independent judgments that have highly significant impacts on the organization.

Supervision Received:

Reports to: Director of Administration.

Deleted: Mayor, except when the position of Chief Financial Officer (CFO) is filled, in which instance the Director of Finance & Treasurer reports to the Chief Financial Officer who shall supervise, oversee, and mentor this position and may delegate, move, and/or assign duties, tasks, and authorities of this position between this position and the CFO position

Supervision Exercised:

Exercises supervision of the Deputy Treasurer.

Responsibility for Public Contact:

Daily contact requiring courtesy, discretion and sound judgment.

Tools and Equipment Used:

Deleted: Accounting Supervisor and

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Familiar with computers and computer software including financial, tax, cash receipting, and special assessment software, spreadsheet, database, presentation and word processing software, copy machine, fax machine, 10-key calculator and telephone.

Deleted: and payroll

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is occasionally required to walk; use hands and fingers to operate, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

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Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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Manage the investment of City funds including making the short term investment decisions for the City in accordance with investment policies and goals, and local, state and federal regulations including maintaining required investment records and preparing necessary reports.

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Act in the lead role in debt management, bond issuance and credit rating issues including determining appropriate times to refinance existing debt to ensure the most efficient use of the City's bond capacity and borrowed monies.

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Supervise and maintain the City's payroll operations to ensure the efficient handling of employees' pay, deductions and benefit payments.

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Supervise and maintain the City's accounts payable operations to ensure the efficient and timely handling of payment of the City's obligations.

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Supervise and maintain the City's cash receipting system to insure the proper receipt, deposit and recording of all funds received.

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Prepare the annual revenue and expenditure budget forecast, coordinate the requests for capital and operating budget expenditures and summarize the budgets requests for the Mayor, Finance Committee and Common Council all under the general direction of the Mayor. Monitor the changes to the budget as it goes through the review process. Support the departments by preparing, for their review, the departmental personal service budgets and assisting them with budget related issues.

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Prepare the annual adopted budget document based on the input received.

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Supervise preparation of the annual audit and prepares the City's Comprehensive Annual Financial Report.

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Receive the tax levy certifications from the other taxing jurisdictions and combined with the City of Franklin tax levy information calculate the proper tax increment for the TIF Districts
Prepare the annual property tax rates for use in the annual property tax bills.

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Maintain all official treasury accounting records and insures that reporting is in conformance with generally accepted government accounting principles.

Insure

Provide the Board of Water Commissioners with assistance in financial matters.

Provide the Community Development Authority with assistance in financial matters.

Supervise the financial aspects of Impact fees for the City.

**CITY OF FRANKLIN
Job Description**

Job Title: Finance Director , | Deleted: Director of

Department: Finance - Finance Office | Deleted: & Treasurer

Reports to: Director of Administration , | Deleted: and Treasurer

Salary level: Management/Administrative/Supervisory Level JX | Deleted: Mayor

FLSA Status: Exempt | Deleted: __XI

Prepared by: Mark Luberda & Dana Zahn | Deleted: Calvin A. Patterson

Prepared Date: January 5, 2012 | Deleted: May 17, 2011

Approved By: **Common Council**

Approved Date: January 10, 2012 | Deleted: May 17, 2011

Summary:

Supervise, direct, analyze, interpret and communicate the financial operations of the City, provide management of the Finance Office, and provide information and guidance to the Mayor, Director of Administration, Finance Committee and Common Council Members.

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Essential Duties and Responsibilities:

Supervise and maintain the City's general ledger, accounting, and financial reporting operations to ensure the accurate, efficient, and transparent maintenance of the City's financial documents.

Supervise and maintain the City's payroll operations to ensure the efficient handling of employees' pay, deductions and benefit payments.

Supervise and maintain the City's accounts payable operations to ensure the efficient and timely handling of payment of the City's obligations.

Evaluate, develop, recommend and implement fiscal policies that will result in sound fiscal management.

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Analyze, interpret and communicate financial operating results (monthly, quarterly and through special reports) to provide information and guidance to City officials and departments and provide technical financial support to City departments.

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Provide high level consultation to City officials on financial management issues, and prepare complex financial analysis and reports

In regards to cash receipting, has secondary responsibility for establishing and maintaining good internal control policies and procedures and for ensuring proper segregation of duties to the extent possible with available manpower in order to see that all receipts are properly deposited, and City assets are safeguarded to the extent possible.

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In regards to disbursements, has primary responsibility for establishing and maintaining good internal control policies and procedures and ensuring proper segregation of duties to the extent possible with available manpower in order to see that all disbursements are properly expended and City assets are safeguarded to the extent possible. To ensure the proper review of bank statements is performed on a regular basis, each month's Treasury office bank statement reconciliation must be reconciled to the General ledger which must be signed and dated by both the preparer and the Director indicating the bank reconciliation was completed, reviewed, and was acceptable.

Act in a secondary role in debt management, bond issuance and credit rating issues including determining appropriate times to refinance existing debt to ensure the most efficient use of the City's bond capacity and borrowed monies.

Maintain the City's special assessment collection system to ensure the proper collection of special assessment receivables from taxpayers when due.

Supervise and maintain the operation of the financial data processing systems and analyze and recommend data processing alternatives.

Support the Director of Administration throughout the annual budget process, including, but not limited to, preparing revenue and expenditure budget forecasts; coordinating, compiling, and summarizing departmental requests for capital and operating budgets; supporting departments by preparing personal service budgets and assisting with budget-related issues; monitoring changes to the budget as it goes through the review process; and preparing components of the budget document.

Supervise the accounting and financial reporting of the Self Insurance Fund, the Water Utility, the Sewer Fund, the TIF districts and Impact fees, and to report such information to the appropriate oversight Board or Commission, as necessary.

Supervise and train assigned personnel to ensure development of their full potential.

Supervise preparation of the annual audit and prepares the City's Comprehensive Annual Financial Report.

Receive the tax levy certifications from the other taxing jurisdictions and combined with the City of Franklin tax levy information calculate the proper tax increment for the TIF Districts.

Prepare the annual property tax rates for use in the annual property tax bills.

Maintain all official accounting records and ensure that reporting is in conformance with generally accepted government accounting principles.

Attend meetings, when required, to support financial items. This may include meeting outside of normal business hours.

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- Deleted: Manage the investment of City funds including making the short term investment decisions for the City in accordance with investment policies and goals, and local, state and federal regulations including maintaining required investment records and preparing necessary reports.¶
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- Deleted: Supervise the annual property tax collection to insure that all funds received are properly credited against taxpayers receivable balance and deposited daily. The timely payment is made to other taxing jurisdictions and the final settlement is timely made to the County.¶
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- Deleted: Supervise the subsequent collection of delinquent personal property taxes to maximize the subsequent collection of these delinquent taxes to the extent possible and the timely chargeback of any uncollected personal property taxes to the taxing jurisdictions.¶
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Maintain and catalog permanent finance records as required by the State.

Peripheral Duties:

Perform other duties and assume other responsibilities as apparent or as delegated.

Minimum Qualifications

Education and Experience:

Graduation from an accredited college or university with a Bachelor's degree in accounting, five (5) years accounting experience (municipal accounting preferred), a minimum of two years in public accounting preferred, or any equivalent combination of education and experience.

Licensing and Certification:

Certified Public Accountant or Certified Public Finance Officer certification or Certified Governmental Finance Manager certification.

Necessary Knowledge, Skills and Abilities:

Thorough knowledge of regulations, policies and procedures that apply to accounting and financing in municipal government.

Ability to read, analyze and interpret complex documents.

Working knowledge of data processing equipment and applications which apply to municipal government.

Ability to formulate, initiate and administer policies and procedures for effective fiscal control.

Ability to plan, delegate and supervise personnel in a manner that will gain and maintain respect.

Ability to maintain effective and respected work relationships with other appointed officials, elected officials, department heads and the general public.

Ability to present and communicate ideas and concepts in public and private, both verbally and in writing.

Ability to make independent judgments that have highly significant impacts on the organization.

Supervision Received:

Reports to: Director of Administration,

Supervision Exercised:

Exercises supervision of the Accounting Supervisor

Responsibility for Public Contact:

Daily contact requiring courtesy, discretion and sound judgment.

Tools and Equipment Used:

Familiar with computers and computer software including financial, cash receiving, special assessment and payroll software, spreadsheet, database,

Deleted: Provide the Board of Water Commissioners with assistance in financial matters. ¶

¶ Provide the Community Development Authority with accounting and reporting assistance in financial matters. ¶

¶ Maintain the accounting and reporting of Impact fees for the City.¶

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Deleted: Mayor, except when the position of Chief Financial Officer (CFO) is filled, in which instance the Director of Finance & Treasurer reports to the Chief Financial Officer who shall supervise, oversee, and mentor this position and may delegate, move, and/or assign duties, tasks, and authorities of this position between this position and the CFO position.

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presentation and word processing software, copy machine, fax machine, 10-key calculator and telephone.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is occasionally required to walk; use hands and fingers to operate, handle, or feel objects, tools, or controls; and reach with hands and arms.

| The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

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Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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Supervise and maintain the City's payroll operations to ensure the efficient handling of employees' pay, deductions and benefit payments.

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Supervise and maintain the City's accounts payable operations to ensure the efficient and timely handling of payment of the City's obligations.

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Supervise and maintain the City's cash receipting system to insure the proper receipt, deposit and recording of all funds received.

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Prepare the annual revenue and expenditure budget forecast, coordinate the requests for capital and operating budget expenditures and summarize the budgets requests for the Mayor, Finance Committee and Common Council all under the general direction of the Mayor and Director of Administration. Monitor the changes to the budget as it goes through the review process. Support the departments by preparing, for their review, the departmental personal service budgets and assisting them with budget related issues.

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Prepare the annual adopted budget document based on the input received.

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including the setting of reimbursement rates from City departments, employees and retirees to insure the solvency of this fund

Page 2: [7] Deleted cal 12/31/2011 7:29:00 AM

Calculate the tax bills to insure that the proper amounts get billed to taxpayers.

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Insure the statutory duties of Treasurer are performed as required.

CITY OF FRANKLIN
Job Description

Job Title: Director of Administration
Department: Administration
Reports To: Mayor
Salary Level: Management/Administrative/Supervisory Level XII
FLSA Status: Exempt
Prepared By: Dana Zahn, Human Resources Coordinator

Prepared Date: [January 5, 2012](#)

Deleted: February 28, 2006

Approved By: Resolution [2012-](#)

Deleted: 2006-6054

Approved Date: [January 10, 2012](#)

Deleted: 03/07/06

Summary Directs and coordinates administration of City of Franklin in accordance with policies and Ordinances, as determined by the Mayor and Common Council or other authorized elected officials by performing the following duties personally or through subordinate supervisors. Functions as the Human Resources Director.

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Essential Duties and Responsibilities include the following. Other duties may be assigned.

Supervise and coordinate City staff and contracted employees in the following departments: Administration, Assessor, Municipal Buildings, [Building Inspection](#), [Finance](#) and Information Services.

Comment [d1]: Was given responsibility for Building Inspection on 1/29/07. Planning was added in November of 2007. These two departments were not added to the job description. Planning is now being deleted from the duties of this position and the Finance Department is being added.

Serves under the direction of the Mayor facilitating City wide Department Head meetings and in the absence of the Mayor has the authority to resolve any urgent administrative matters and refers to Council President for policy direction.

Act as Chief Negotiator in all labor contract negotiations including handling grievances and arbitrations.

Administer the human resources policies and administrative contracts of the city.

Attend meetings as required by the Mayor and Common Council. This may include meetings outside of normal business hours.

Keep the Mayor and Common Council advised about developments in the City's administration, business and affairs and such matters as may be directed by the Mayor or Common Council.

Make recommendations for the improvement of the efficiency and quality of the services

performed by the City. Research and coordinate application for appropriate grants and aids in consultation with the Mayor and other department heads.

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Monitor county, state and federal legislation for potential impact on the affairs of the City.

Assure that all City ordinances and resolutions are efficiently and equally administered.

Represent the City in intergovernmental and legislative functions as requested by the Mayor.

Assure that annual performance reviews are conducted per Common Council directive.

Develop and administer an Employee Appraisal and Growth program that reflects the tasks of each department and adds efficiency and employee growth to the benefit of the employee and the citizens.

Assumes lead role in the annual preparation of the Mayor's recommended budget, the compilation of the Finance Committee's recommended budget, and the Common Council's approved annual budget. Presents budget to the Finance Committee, Common Council, and the general public.

Deleted:
Deleted: Provide input to the Mayor and Director of Finance & Treasurer as they prepare the annual City budget requests for submission to the Finance Committee, Mayor and Common Council.

Assure that all City property and personnel are properly protected by adequate insurance coverage.

Inform the Mayor and Common Council concerning any proposed change in services rendered to City residents, taxpayers or City-located businesses.

Provide departmental staff support to the Personnel Committee, Technology Committee, Police & Fire Commission, and the Finance Committee.

Assure a uniform and effective information technology system throughout the City. This includes managing the outside contractor that provides the ongoing systems support, the geographic information system and the telephone system.

Provide overall management of the Assessor's Office through direction to the contracted assessor.

Manages special projects and provides staff support to special committees and task forces as directed by the Mayor and Common Council.

Act as Plan Administrator for the City's defined benefit and defined contribution Pension Plans and for the Employee Health and Welfare Benefit Plan.

Produce and maintain the City web site, newsletters and other communication media.

Develops City policies for approval by the Mayor and Common Council.

Act as City of Franklin Public Information Officer/Administration during City emergencies.

Oversee the issuance of requests for proposals and recommend selection of consultants for various City projects.

Function as the City's representative to the Milwaukee County Community Development Block Grant Program.

Act as City representative to the Senior Meals Program to ensure City support of the program.

Review monthly financial operating statements for assigned departmental budgets and approve City administrative costs (including office supplies, postage meter, copy machines, UPS, land and cell phones, etc.)

Supervisory Responsibilities

Manages subordinate supervisors and directly supervises non-supervisory employees in the Administration, Information Services, Municipal Buildings, [Building Inspection](#), [Finance](#) and Assessor Departments. Is responsible for the overall direction, coordination, and evaluation of these units. Oversees outside contractual services. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

Bachelor's degree (B. A.) from four-year college or university in Human Resources Management, Public Administration, Business Administration or a related field (Master's Degree is preferred); at least five years related experience and/or training; or equivalent combination of education and experience. Must have demonstrated experience as the chief negotiator in collective bargaining. Demonstrated experience with Wisconsin interest arbitration law and public sector labor negotiations preferred.

Language Skills

Ability to read, analyze, and interpret very complex documents. Ability to respond effectively to very sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to Cabinet Level Officers of the City, public groups, boards and commissions and/or the Common Council.

Mathematical Skills

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts of accounting and budgeting to practical situations.

Reasoning Ability

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Computer Skills

To perform this job successfully, an individual should have knowledge of Internet Explorer software; Spreadsheet software and Word Processing software.

Certificates, Licenses, Registrations

Valid Wisconsin Driver's License

Physical Demands The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit and talk or hear. The employee is frequently required to stand; walk; use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Other Qualifications

Within one (1) year of appointment, it is desirable to have the Director of Administration become and remain a City of Franklin resident.

Miscellaneous The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

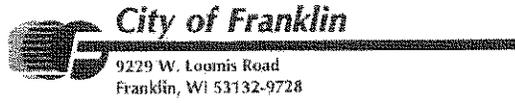
The job description does not constitute an employment agreement between the employer

and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/10/2012
Licenses and Permits	Miscellaneous Permits	ITEM NUMBER <i>H.1.</i>

See attached list from meeting of January 10, 2012

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Alderman's Room

January 10, 2012 – 5:30 p.m.

1.	Call to Order & Roll Call	Time		
2.	Applicant Interviews & Decisions			
	License Applications Reviewed		Recommendations	
Type/ Time	Applicant Information		Approve	Hold
Class B Combination 5:30 p.m.	The Landmark of Franklin, LLC Agent: Lorie Beth Knaack Helm 11401 W Swiss St Review of 2011 Police Incident Reports			
Operator 5:45 p.m.	Fugate, Alicia L 8934 S 26 th St Oak Creek, WI 53154 The Bowery Bar & Grill			
Operator 5:55 p.m.	Gridley, Elizabeth A 8540 W Blackbird Ct Franklin, WI 53132 Wegner's St Martins Inn			
Operator	Hessel, Kimberle-Anne K 800 Milwaukee Ave #1 South Milwaukee, WI 53172 The Landmark			
Operator	Mallak, Stacy L 3119 W Colony Dr Greenfield, WI 53221 Polish Center of Wisconsin			
Taxi Cab Driver & Vehicle License Renewal	Singh, Parminder 10143 W Forest Home Ave Hales Corners, WI 53130 Yellow Cab of Franklin, LLC			
Taxi Cab Driver License	El Mouhib, Mohamed 1222 N Case St #385 Milwaukee, WI 53202 Self Employed			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Fleet Reserve Association Branch 24 Fee Waivers: Labor Day Fair Permit Date of the Event(s): 9/2-9/3/2012 Location: St Martins Fair			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Military Order of Cootie Fee Waivers: Temporary Food Date of the Event(s): 5/26, 6/9, 6/30, 8/11 and 9/1/2012 Location: Sam's Club			
3.	Adjournment		Time	

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

APPROVAL <i>Stew CNP</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/10/2012
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I.1.</i>

Provided separately for Council approval is a list of vouchers Nos. 141137 through 141347 in the amount of \$1,799,598.60. Included in this listing is \$ 17,340.51 in Library vouchers. The net City vouchers are \$1,782,258.09.

Approval is requested for the net payroll of December 30, 2011 in the amount of \$ 412,737.44.

COUNCIL ACTION REQUESTED

Motion approving net City vouchers in the range of Nos. 141137 through 141347 in the amount of \$ 1,782,258.09.

Approval is requested for the net payroll of December 30, 2011 in the amount of \$ 412,737.44.