

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, JUNE 21, 2011, 6:30 P.M.

- A. Call to Order and Roll Call
- B. Citizen Comment Period
- C. Approval of Minutes
 - 1. Approval of regular meeting of June 7, 2011.
- D. Hearings
- E. Organizational Business
 - 1. Boards and Commissions Appointments
 - a. Alderman Wilhelm-Economic Development Commission.
- F. Letters and Petitions
 - 1. Notice of intention from Milwaukee Metropolitan Sewerage District to fill one position on the Milwaukee Metropolitan Sewerage Commission (MMSD).
- G. Reports and Recommendations
 - 1. Resolution opposing the adoption of Senate Bill 83 relating to various changes to the eminent domain laws.
 - 2. Concept review for a proposed multi-tenant retail building at the Sendik's West development (at approximately 5300 W. Rawson Avenue) (Eric Neumann, applicant).
 - 3. Ordinance to amend the Unified Development Ordinance (zoning map) to rezone a certain parcel of land from R-3 Suburban/Estate Single-Family Residence District to I-1 Institutional District (7401 W. Puetz Road) (approximately 0.29 acres) (City of Franklin Water Utility, applicant).
 - 4. Resolution to amend Resolution Nos. 2000-5130 and 2006-6110 imposing conditions and restrictions for the approval of a Special Use for the City of Franklin water tower located at 7401 W. Puetz Road (City of Franklin Water Utility, applicant).
 - 5. Ordinance to Amend the Unified Development Ordinance Text §15-7.0107 Pertaining to Minor Site Plan Amendments (City of Franklin, Applicant).
 - 6. Resolution imposing conditions and restrictions for the approval of a Special Use for a physical fitness facility use upon property located at 7211 S. 76th Street (Class A Fitness LLC, applicant).
 - 7. Request from the Parks Commission for the Common Council to enter into negotiations with Milwaukee County for the lease of land at the southwest corner of S. 51st Street and W. Puetz Road for development of a multi-recreational sports facility.
 - 8. Authorization to receive quotes for the installation of concrete sidewalk in easement along the east side of 4934 W. Forest Hill Avenue into Franklin High School lands and then connecting to a drive to the north.
 - 9. Authorization to accept the high bid for the sale of Sewer and Water Department vehicle, a 2003 Chevrolet Blazer.

10. Employment agreement for Calvin Patterson as Chief Financial Officer.
11. Ordinance to restructure the Economic Development Mission Process Administration of the City of Franklin to create the Forward Franklin Economic Development Committee (Ald. Taylor).
12. Restructuring of the Economic Development Commission to allow for further review of the Citizens for Community Development proposal (as moved by Ald. Taylor at the 6/7/11 Common Council meeting).
13. Subrogation claim from West Bend Mutual Insurance Company for their insured, Animal Campus, LLC, whose employee was bitten by a City of Franklin Police K-9 dog. The Common Council may enter closed session pursuant to §19.85(1)(e) and (g), Stats., to consider a subrogation claim from West Bend Mutual Insurance Company, the workers compensation carrier for Animal Campus, LLC, who has paid workers compensation benefits to or on behalf of Animal Campus' employee who was bitten by a City of Franklin Police K-9 dog on March 16, 2011 and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
14. Potential public acquisition of property located at approximately 7501 South 49th Street, Tax Key No. 788-9981-000, for the public purposes of flood management and stormwater control, park access and additional access to Pleasant View Elementary School. The Council may enter closed session pursuant to Wis. Stat. §19.85(1)(e), to consider the potential public acquisition of property located at approximately 7501 South 49th Street, Tax Key No. 788-9981-000, for the public purposes of flood management and stormwater control, park access and additional access to Pleasant View Elementary School, the terms and provisions of such an acquisition and the investing of public funds, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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.]

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

REMINDERS:

June 23	Plan Commission	7:00 p.m.
July 4	CITY HALL CLOSED	
July 5	Committee of the Whole AND Common Council	6:30 p.m.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/21/11
ORGANIZATIONAL BUSINESS	Boards and Commissions Appointments	ITEM NUMBER <i>E.I.A</i>
<p>Several terms of offices on various Boards and Commissions have or will be expiring. The Mayor may have appointments for Council confirmation:</p> <p><u>Economic Development Commission</u> Alderman Wilhelm, 3 yr. term expires 4/15/14</p>		



Preserving The Environment •
Improving Water Quality

F.1.

**NOTICE OF INTENTION TO FILL ONE (1) POSITION ON THE
MILWAUKEE METROPOLITAN SEWERAGE COMMISSION (MMSD)**

**To All Persons Whose Principal Residence is Within the Milwaukee Metropolitan
Sewerage District but Outside of the City of Milwaukee:**

Section 200.23(2)(b), Wisconsin Statutes, directs an Executive Council composed of the Mayors of the Cities of Cudahy, Franklin, Glendale, Greenfield, Oak Creek, St. Francis, Wauwatosa and West Allis and the Presidents of the Villages of Bayside, Brown Deer, Fox Point, Greendale, Hales Corners, River Hills, Shorewood, West Milwaukee, and Whitefish Bay to appoint, by a majority vote of members, certain Commissioners of the Milwaukee Metropolitan Sewerage District.

PLEASE TAKE NOTICE that at a meeting of the Executive Council to be held at the Port of Milwaukee Administration Building located at 2323 S. Lincoln Memorial Drive, Milwaukee, WI 53207 beginning at 1:00 p.m. on Monday, July 11, 2011 immediately before the regular meeting of the Intergovernmental Cooperation Council, the Executive Council will consider appointments to fill the following position:

One (1) Commissioner Position commencing in July 2011, for a three-year term

Section 200.23(2)(b), Wisconsin Statutes, require that this position be filled by an **ELECTED OFFICIAL**. The individual filling the Commissioner position must have their principal residence within the Milwaukee Metropolitan Sewerage District but **outside** of the City of Milwaukee.

The present pay for each Commissioner is \$410.91 biweekly. Upon employment, a Commissioner must complete a "Statement of Economic Interests" form. A copy of this form is available through Sharon Chudy, MMSD Commission Secretary.

Each person who desires to be considered for appointment to a Commissioner position must submit a Letter of Interest to each of the members of the Executive Council as listed in Section 200.23(2)(b) with a copy to Mayor Thomas M. Taylor, Chair, ICC Executive Council, c/o City of Franklin, 9229 West Loomis Road, Franklin, WI 53132. A copy of the list of the Executive Council members is available through Sharon Chudy, MMSD Commission Secretary. The letter must be received by the members no later than Friday, July 1, 2011.


milwaukee metropolitan sewerage district
260 W. Seebooth Street, Milwaukee, WI 53204-1446
414-272-5100 • www.mmsd.com

Notice to Fill Position
Page 2

Each candidate who so desires may make a presentation to the Executive Council at approximately *1:00 p.m.* on *Monday, July 11, 2011*, for no more than five (5) minutes. After all presentations are completed, the members of the Executive Council will vote to elect one candidate to fill the position.

Any question about the job description or any other aspect of a Commissioner position should be directed to Sharon Chudy, MMSD Commission Secretary, c/o Milwaukee Metropolitan Sewerage District, Office of the Commission, 260 W. Seeboth Street, Milwaukee, Wisconsin 53204-1446, Email: schudy@mmsd.com, Telephone: (414) 225-2108.


Sharon Chudy, Commission Secretary
Milwaukee Metropolitan Sewerage District

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/21/11
REPORTS & RECOMMENDATIONS	A Resolution Opposing the Adoption of Senate Bill 83 Relating to Various Changes to the Eminent Domain Laws	ITEM NUMBER 6.1.

(This item was tabled to the June 21, 2011 Common Council Meeting from the June 7, 2011 Council Meeting for possible attendance by Senator Lazich.)

Below, as authored by Mike Harrigan, Chairman and Senior Financial Advisor with Ehlers & Associates, Inc., is a summary of the negative impacts of Senate Bill 83 which relates to various changes to the eminent domain laws. Attached for Common Council consideration is a resolution indicating the City's position in opposition to the adoption of Senate Bill 83.

"Approved out of Senate Committee on May 12, 2011 by a 3-2 vote, Senate Bill 83 substantially restricts the instances in which a local government can acquire property through eminent domain. Of particular note and concern, the bill changes the definitions of "blighted property" and "blighted area" such that to make a finding of blight, the subject property would as a pre-condition have had to been cited for violation of a state or local building code, and have had to fail to correct those deficiencies after having received at least two notices from the local government to do so. Furthermore, the cost to correct the code violations would need to exceed 50% of the value of the improvements on the site.

Since a Community Development Authority (CDA) or a Redevelopment Authority (RDA) can only exercise its powers in blighted areas, or over blighted properties, this stringent requirement for determining blight would eliminate their ability for involvement in most economic development and redevelopment efforts. As examples, unless the property in question met the strict blight requirements noted above, a CDA or RDA would be unable to:

- Acquire and assemble property for redevelopment, even if the owners approached the Authority.
- Provide development incentives, or raise the funds through lease revenue bonds.
- Act as a conduit issuer for double tax-exempt private-financing of economic development projects.
- Provide loans, grants, or other assistance through programs operated by the Authority.

The state should not change the law in this case because it is functioning well as it is. Without the ability to use the eminent domain tool, many excellent projects would not have happened including Bayshore Mall in Glendale, improvements in the Menomonee Valley in Milwaukee, and other similar projects in West Bend, Beloit, Oshkosh, Cudahy, and Racine."

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2011-____, A Resolution Opposing the Adoption of Senate Bill 83 Relating to Various Changes to the Eminent Domain Laws which includes directing the City Clerk to transmit a copy of this Resolution to its Senate and Assembly representatives in the State Legislature and to Governor Scott Walker along with a letter from the Mayor requesting that this legislation be abandoned, defeated, or vetoed.

RESOLUTION NO. 2011-_____

A RESOLUTION OPPOSING THE ADOPTION OF SENATE BILL 83 RELATING TO
VARIOUS CHANGES TO THE EMINENT DOMAIN LAWS

WHEREAS, the City of Franklin has significant need for economic development and redevelopment;
and

WHEREAS, the City has created a Community Development Authority (CDA) which has designated certain areas of the City as blighted under the current definition of blight as set forth in Wisconsin Statutes; and

WHEREAS, the CDA can only exercise its powers for economic development and redevelopment in areas for which a redevelopment plan has been approved, and which meet the existing definitions of blight; and

WHEREAS, Senate Bill 83 would so significantly narrow the definition of blight that it would effectively eliminate the ability of the CDA to function, making economic development and redevelopment more difficult, if not impossible; and

WHEREAS, Senate Bill 83 would nearly eliminate the ability to acquire property for economic development through eminent domain, undermining the ability to assemble property for redevelopment; and

WHEREAS, Senate Bill 83 would effectively be an anti-business initiative because it would put the City of Franklin and all Wisconsin municipalities at a disadvantage in terms of their ability to promote development and redevelopment within their communities.

NOW, THEREFORE, BE IT RESOLVED that for the reasons cited in this resolution and in the attached summary which is hereby made a part of this resolution, the Common Council of the City of Franklin opposes Senate Bill 83.

BE IT FURTHER RESOLVED that the City Clerk is directed to transmit a copy of this resolution to its Senate and Assembly representatives in the State Legislature and to Governor Scott Walker along with a letter from the Mayor requesting that this legislation be abandoned, defeated, or vetoed.

Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of June, 2011.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 21st day of June, 2011.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Attachment to Resolution No. 2011-_____

Summary of Negative Impacts of Senate Bill 83

Approved out of Senate Committee on May 12 by a 3-2 vote, Senate Bill 83 substantially restricts the instances in which a local government can acquire property through eminent domain. Of particular note and concern, the bill changes the definitions of "blighted property" and "blighted area" such that to make a finding of blight, the subject property would as a pre-condition have had to been cited for violation of a state or local building code, and have had to fail to correct those deficiencies after having received at least two notices from the local government to do so. Furthermore, the cost to correct the code violations would need to exceed 50% of the value of the improvements on the site.

Since a Community Development Authority (CDA) or a Redevelopment Authority (RDA) can only exercise its powers in blighted areas, or over blighted properties, this stringent requirement for determining blight would eliminate their ability for involvement in most economic development and redevelopment efforts. As examples, unless the property in question met the strict blight requirements noted above, a CDA or RDA would be unable to:

- Acquire and assemble property for redevelopment, even if the owners approached the Authority.
- Provide development incentives, or raise the funds through lease revenue bonds.
- Act as a conduit issuer for double tax-exempt private-financing of economic development projects.
- Provide loans, grants or other assistance through programs operated by the Authority.

The state should not change the law in this case because it is functioning well as it is. Without the ability to use the eminent domain tool, many excellent projects would not have happened including Bayshore Mall in Glendale, improvements in the Menomonee Valley in Milwaukee, and other similar projects in West Bend, Beloit, Oshkosh, Cudahy, and Racine.

APPROVAL 40	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/21/11
REPORTS & RECOMMENDATIONS	CONCEPT REVIEW FOR A PROPOSED MULTI-TENANT RETAIL BUILDING AT THE SENDIKS WEST DEVELOPMENT (AT APPROXIMATELY 5300 W. RAWSON AVENUE) (ERIC NEUMANN, APPLICANT)	ITEM NUMBER C.2.

On June 16, 2011, Mr. Eric Neumann of MSI General Corporation, submitted an application for a Concept Review on behalf of the property owner (DEVO Properties/Rawson Development LLC) of property located at approximately 5300 W. Rawson Avenue.

The subject property is currently zoned M-1 Limited Industrial District and OL-2 General Business Overlay District, and encompasses approximately 6.2 acres. The property is currently vacant and is adjacent to the Sendiks and CVS developments to the east, to a stormwater management pond to the north, and to Fox Storage to the west. This area is identified for future commercial development in the City of Franklin 2025 Comprehensive Master Plan.

The attached preliminary plans propose an approximately 6,700 square foot multi-tenant (three or four tenants are ultimately envisioned) retail building. The proposed building and associated parking is to be located on approximately 1.5 acres of the 6.2 acre parcel. The proposed building will be constructed with precast stone, concrete brick, EIFS, and slate tile. The site is proposed to contain approximately 50 parking spaces, a drive-thru window for an envisioned restaurant on the west end of the building, and an outdoor seating area on the southwest end of the building.

The applicant notes that the final details of the building, including the specific tenants and tenant spaces, and the exact location and number of doors, windows and architectural features, may be revised in the future dependent upon the needs of the tenants as such tenants are confirmed.

Staff notes that at a minimum, this project will require a Special Use (as a drive-thru is proposed). Additional Special Uses may be necessary in the future, dependent upon the actual tenants envisioned for this building. Dependent upon the plans of the owner, a Certified Survey Map may also be necessary for this project.

Staff would also note that a similar proposal for this area was first presented to the City in 2007. While recommended for approval by staff and the Plan Commission (with a number of conditions), the associated Certified Survey Map and Special Use was denied by the Common Council at its May 20, 2008, meeting. The owner subsequently submitted a revised proposal without the drive-thru and with certain architectural and site plan changes. The associated Site Plan was approved (with conditions) by the Plan Commission at its June 19, 2008, meeting, and the associated Certified Survey Map was approved (with conditions) by the Common Council at its July 8, 2008, meeting. However, the subject building was not built, the subject Certified Survey Map was not recorded, and the subject approvals have since expired.

COUNCIL ACTION REQUESTED

Provide direction to the applicant regarding the proposed development for the proposed multi-tenant retail building (at approximately 5300 W. Rawson Avenue) (Eric Neumann, applicant).

Project Narrative for Devo Retail @ Sendik's West (Franklin, WI)

The attached plan set shows the 6,700 sf retail/restaurant building we are proposing for the remaining out-lot of the Sendik's Food Market site on 51st and Rawson. The site plan occupies the entire frontage of the lot west of CVS and ending at our property line. It extends from the frontage on Rawson to the internal drive/road way noted on the plan as Fountain's Blvd.

The plan shows a modification to the existing right in right out driveway (west) of CVS by moving it further west to line up with the driveway coming for the quarry site. The new drive access to Rawson will be left in, left out, right in, right out. This is a critical improvement for the development.

There are 51 parking stalls and a drive thru lane around the north and west sides of the building. The drive thru window is located on the west wall of the building.

The architecture matches the materials used on the Sendik's store and is the same architecture that was submitted and approved in 2008 at plan commission.

The proposed uses of the building are a "restaurant type" use or one that would required a drive thru and other retail type uses that fall within the SIC codes permitted uses for this site. At this time the exact tenant names are not confirmed so we respectfully ask that we can submit that detailed information at a later

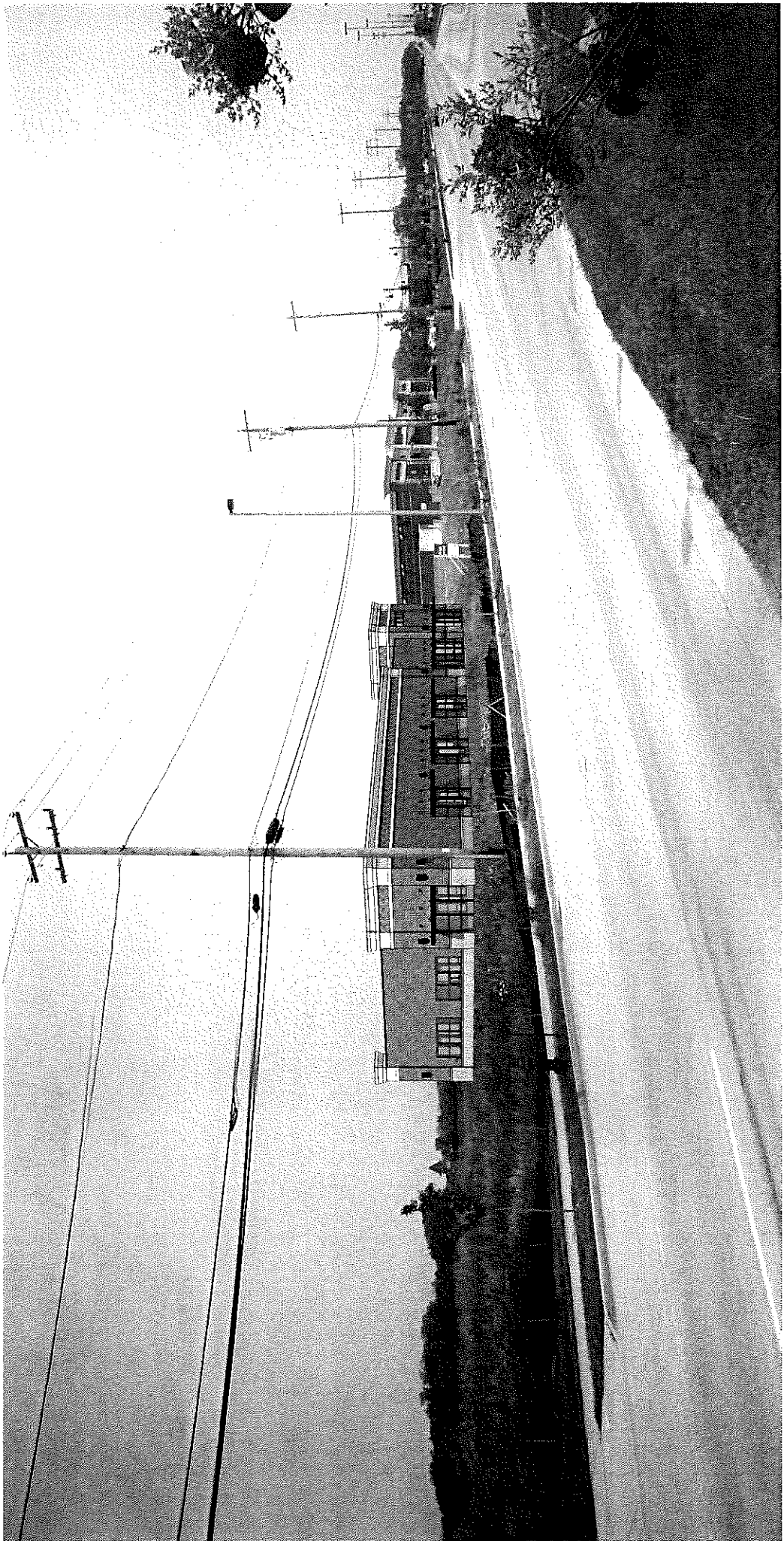
The estimated total value of the site, building and improvements will range between \$2 and \$3M.

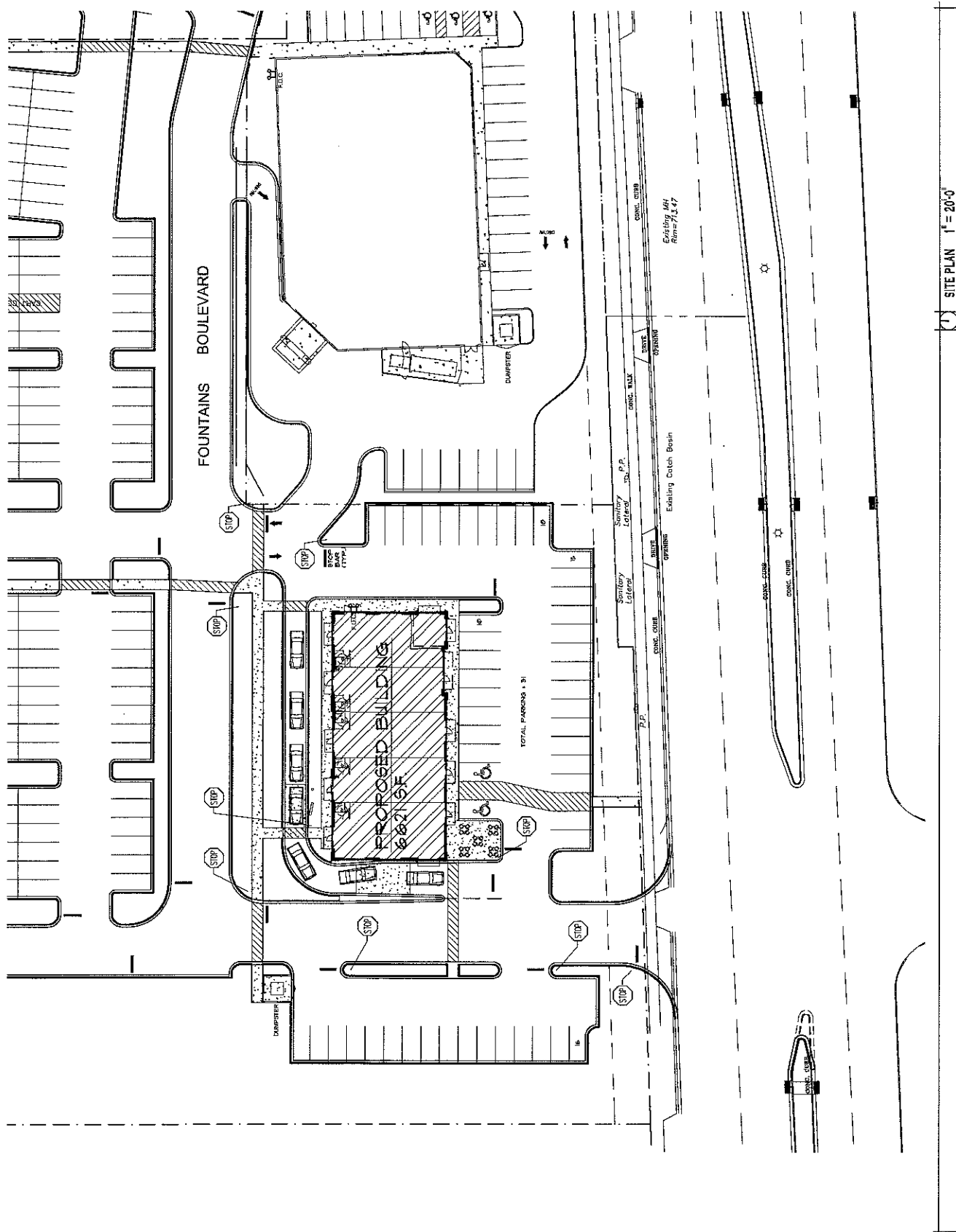
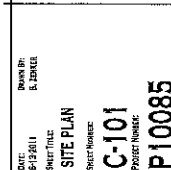
Support of the Common Council is appreciated, and critical for this site to develop.

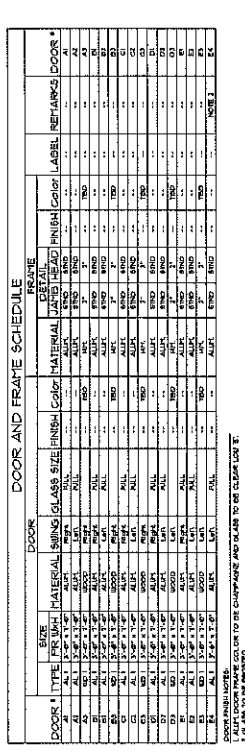
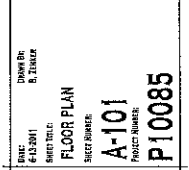
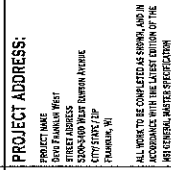
We thank you for the opportunity to continue to complete the very successful Sendik's site.

Sincerely,

Devo Properties

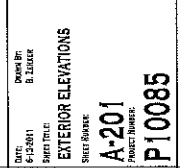






BUILDING FOOTPRINT

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ELEVATIONS 1/8" = 1'-0"

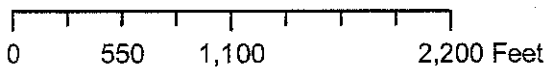
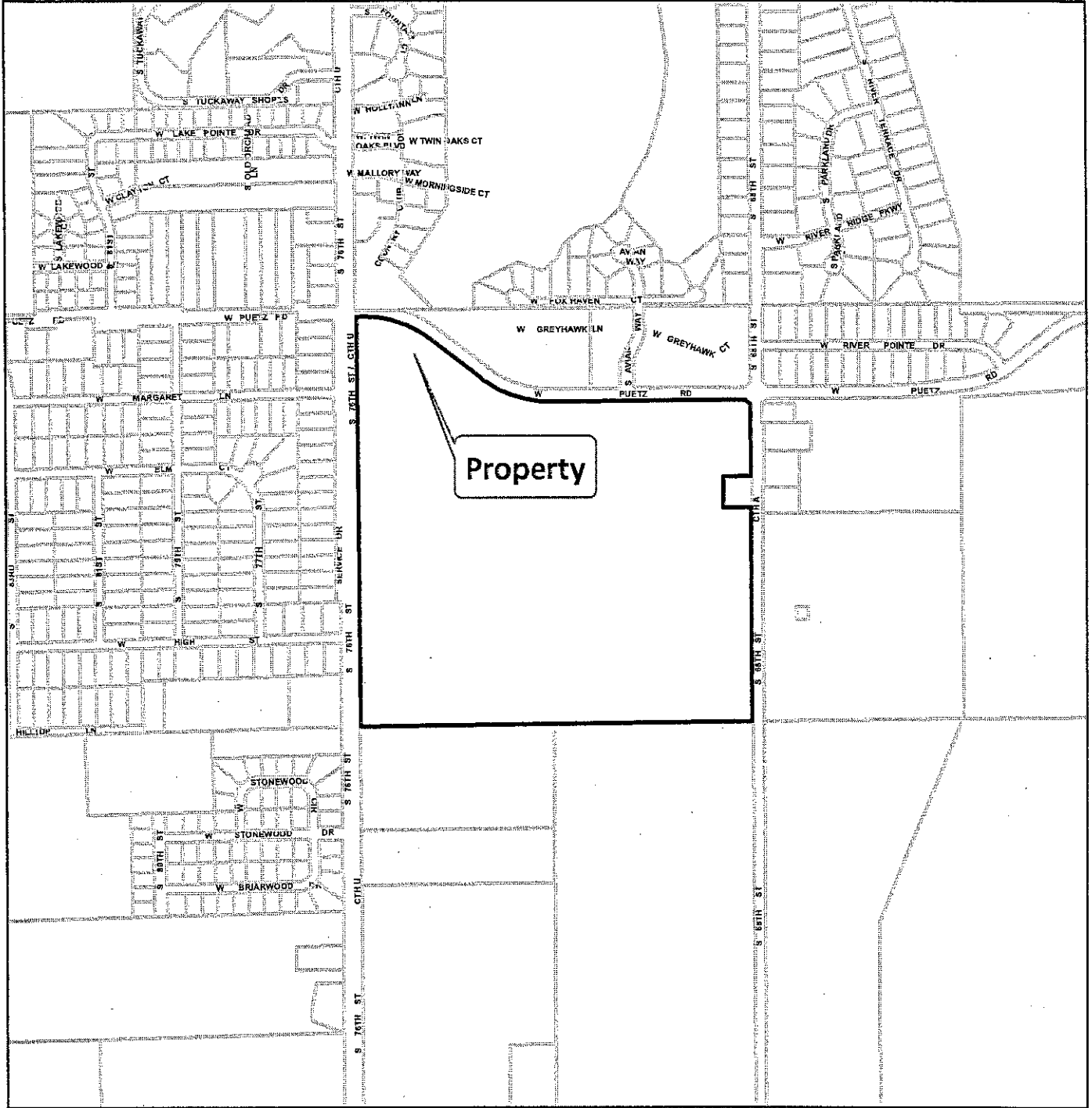
APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/21/11
REPORTS & RECOMMENDATIONS	ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF LAND FROM R-3 SUBURBAN/ESTATE SINGLE- FAMILY RESIDENCE DISTRICT TO I-1 INSTITUTIONAL DISTRICT (7401 WEST PUETZ ROAD) (APPROXIMATELY 0.29 ACRES) (CITY OF FRANKLIN WATER UTILITY, APPLICANT)	ITEM NUMBER G.3.

At its June 9, 2011, meeting, following a properly noticed Public Hearing, the Plan Commission recommended approval of an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from R-3 Suburban/Estate Single-Family Residence District to I-1 Institutional District (7401 W. Puetz Road) (approximately 0.29 acres) (City of Franklin Water Utility, Applicant).

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2011-_____, an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from R-3 Suburban/Estate Single-Family Residence District to I-1 Institutional District (7401 W. Puetz Road) (approximately 0.29 acres) (City of Franklin Water Utility, Applicant).

**7401 W. Puetz Road
City of Franklin Water Tower Site**

City Development 2011
(2010 Aerial Layer)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2011-____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF
LAND FROM R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE
DISTRICT TO I-1 INSTITUTIONAL DISTRICT
(7401 WEST PUETZ ROAD)
(APPROXIMATELY 0.29 ACRES)
(CITY OF FRANKLIN WATER UTILITY, APPLICANT)

WHEREAS, the City of Franklin Water Utility having petitioned for the rezoning of a certain parcel of land from R-3 Suburban/Estate Single-Family Residence District to I-1 Institutional District, such land being located at 7401 West Puetz Road; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 9th day of June, 2011, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

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

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

SECTION 1: §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the property described below be changed from R-3 Suburban/Estate Single-Family Residence District to I-1 Institutional District:

Being a part of the Northwest 1/4 of Section 22, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Commencing at the Northwest corner of Section 22: thence N89°19'05"E, along the centerline of West Puetz Road, 114.83 feet; thence southeasterly along the said centerline, 439.82 feet, along the arc of a curve whose center lies to the south, whose radius is 721.78 feet,

whose chord bears S73°14'06"E, 443.04 feet to a point; thence S35°05'11"W, 40.00 feet to a point on the southerly right-of-way line of West Puetz Road and the POINT OF BEGINNING of the lands to be described; thence continuing S35°05'11"W, 236.85 feet to a point; thence S0°29'41"E, 108.76 feet to a point; thence S53°02'26"E, 78.81 feet; thence N0°28'23"W, 225.45 feet; thence N35°05'11"E, 144.56 feet to a point on the southerly right-of-way line of West Puetz Road; thence northwesterly along the said southerly right-of-way line 10.94 feet along the arc of a curve whose center lies to the southwest, whose radius is 681.78 feet, whose chord bears N55°22'42"W, 10.94 feet to the POINT OF BEGINNING. Containing 12,547.14 square feet, 0.29 acres. Tax Key No. 850-0003-000; and

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

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

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

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

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

APPROVED:

ATTEST:

Thomas M. Taylor, Mayor

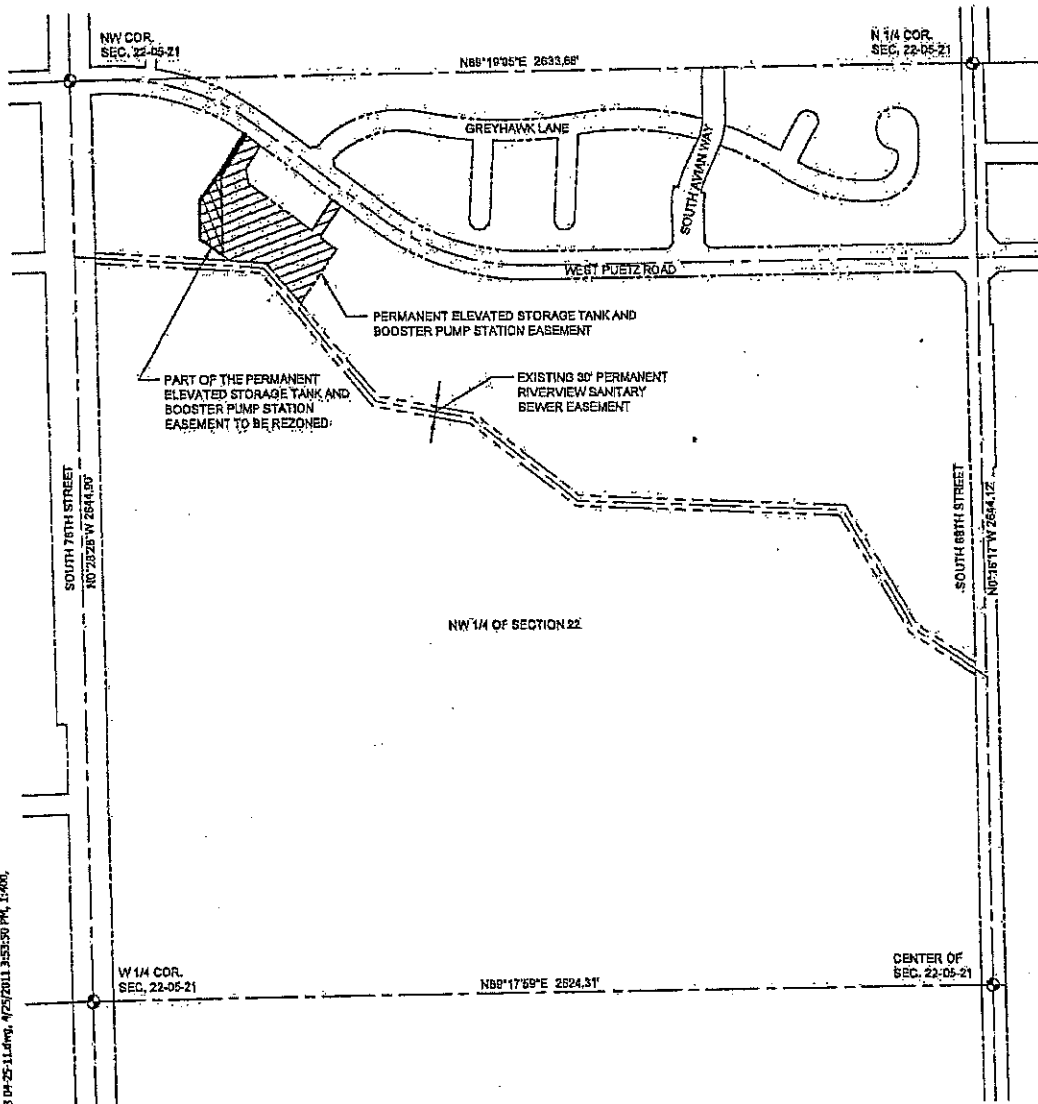
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Description of Easement Area To Be Rezoned

Being a part of the Northwest 1/4 of Section 22, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Commencing at the Northwest corner of Section 22: thence N89°19'05"E, along the centerline of West Puetz Road, 114.83 feet; thence southeasterly along the said centerline, 439.82 feet, along the arc of a curve whose center lies to the south, whose radius is 721.78 feet, whose chord bears S73°14'06"E, 443.04 feet to a point; thence S35°05'11"W, 40.00 feet to a point on the southerly right-of-way line of West Puetz Road and the POINT OF BEGINNING of the lands to be described; thence continuing S35°05'11"W, 236.85 feet to a point; thence S0°29'41"E, 108.76 feet to a point; thence S53°02'26"E, 78.81 feet; thence N0°28'23"W, 225.45 feet; thence N35°05'11"E, 144.56 feet to a point on the southerly right-of-way line of West Puetz Road; thence northwesterly along the said southerly right-of-way line 10.94 feet along the arc of a curve whose center lies to the southwest, whose radius is 681.78 feet, whose chord bears N55°22'42"W, 10.94 feet to the POINT OF BEGINNING. Containing 12,547.14 square feet, 0.29 acres.



J:\Franklin\K42-05-07D-05-08\WORKING\WEST PUETZ RD PAGE 2 OF 3 04-25-11.dwg, 4/25/2011 3:53:50 PM, 1/400,
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APPROVAL <i>Sw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/21/11
REPORTS & RECOMMENDATIONS	A RESOLUTION TO AMEND RESOLUTION NOS. 2000-5130 AND 2006-6110 IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR THE CITY OF FRANKLIN WATER TOWER LOCATED AT 7401 WEST PUETZ ROAD (CITY OF FRANKLIN WATER UTILITY, APPLICANT)	ITEM NUMBER C.4.

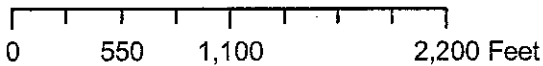
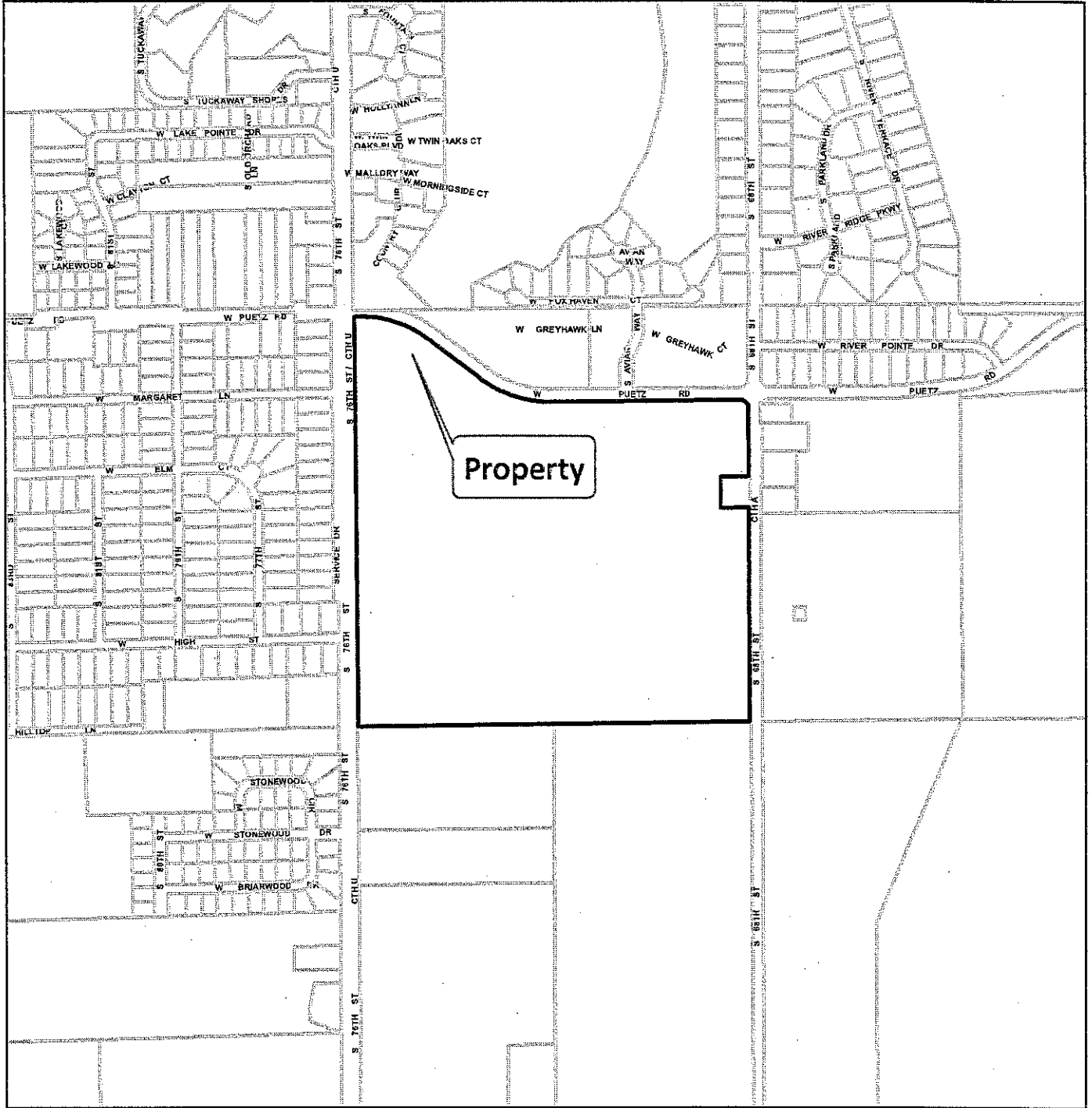
At its June 9, 2011, meeting, following a properly noticed Public Hearing, the Plan Commission recommended approval of a resolution to amend Resolution Nos. 2000-5130 and 2006-6110 imposing conditions and restrictions for the approval of a Special Use for the City of Franklin Water Tower located at 7401 West Puetz Road (City of Franklin Water Utility, Applicant).

Pursuant to direction provided by the Plan Commission and suggestions made by the Alderman of the subject Aldermanic District, additional architectural enhancements have been incorporated into the proposed Booster Pump Station building as shown in the attached materials.

COUNCIL ACTION REQUESTED

A motion to approve Resolution 2011-_____, an amendment to Resolution Nos. 2000-5130 and 2006-6110 imposing conditions and restrictions for the approval of a Special Use for the City of Franklin Water Tower located at 7401 West Puetz Road (City of Franklin Water Utility, applicant).

**7401 W. Puetz Road
City of Franklin Water Tower Site**



**City Development 2011
(2010 Aerial Layer)**



RESOLUTION NO. 2011-_____

A RESOLUTION TO AMEND RESOLUTION NOS. 2000-5130 AND 2006-6110
IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A
SPECIAL USE FOR THE CITY OF FRANKLIN WATER TOWER LOCATED
AT 7401 WEST PUETZ ROAD
(CITY OF FRANKLIN WATER UTILITY)

WHEREAS, the City of Franklin Water Utility having petitioned the City of Franklin for the approval of an amendment to Resolution Nos. 2000-5130 and 2006-6110, pursuant to an amended Water Tower Easement Agreement approved by Resolution No. 2011-6695, dated March 1, 2011, to allow for the location, construction and operation of a booster pumping station, upon property located at 7401 West Puetz Road, such property being zoned I-1 Institutional District, R-3 Suburban/Estate Residence District, A-1 Agricultural District and C-1 Conservancy District, and being more particularly described as follows:

Being a part of the Northwest 1/4 of Section 22, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Commencing at the Northwest corner of Section 22: thence N89°19'05"E, along the centerline of West Puetz Road, 114.83 feet; thence southeasterly along the said centerline, 439.82 feet, along the arc of a curve whose center lies to the south, whose radius is 721.78 feet, whose chord bears S73°14'06"E, 443.04 feet to a point; thence S35°05'11"W, 40.00 feet to a point on the southerly right-of-way line of West Puetz Road and the POINT OF BEGINNING of the lands to be described; thence continuing S35°05'11"W, 236.85 feet to a point; thence S0°29'41"E, 108.76 feet to a point; thence S53°02'26"E, 105.34 feet to a point on the existing northerly easement line of the Riverview Sanitary Sewer Easement; thence S86°13'11"E, 110.59 feet along said northerly easement line to a point; thence S39°59'57"E, 153.02 feet along said northerly easement line to a point; thence N35°05'11"E, 188.98 feet to a point; thence N53°02'26"W, 60.05 feet to a point; thence N35°05'11"E, 109.06 feet to a point on the southerly right-of-way line of West Puetz Road; thence N53°02'26"W, 30.00 feet along the said southerly right-of-way line to a point; thence S35°05'11"W, 109.06 feet to a point; thence N53°02'26"W, 230.12 feet to a point; thence N8°58'37"W, 43.14 feet to a point; thence N35°05'11"E, 79.04 feet to a point on the southerly right-of-way line of West Puetz Road; thence N53°02'26"W, 27.74 feet along the said southerly right-of-way line to a point; thence northwesterly along the said southerly right-of-way line 33.20 feet along the arc of a curve whose center lies to the southwest, whose radius is 681.78 feet, whose chord bears N54°26'34"W, 33.20 feet to

CITY OF FRANKLIN WATER UTILITY – AMENDMENT TO SPECIAL USE
RESOLUTION NO. 2011-_____

Page 2

the POINT OF BEGINNING. Containing 86,693.65 square feet, 1.99 acres.
Tax Key No. 850-0003-000; and

WHEREAS, such proposed amendment being for the purpose of the location, construction and operation of a 36 foot by 44 foot booster pumping station, and installation of an asphalt drive extending from the existing drive within the easement area, to the booster pump station; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 9th day of June, 2011, and the Plan Commission thereafter having determined to recommend that the proposed amendment to Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed amendment to Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

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

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

1. That this amendment to Special Use is approved only for the use of the subject property by the City of Franklin Water Utility, successors and assigns, for the construction and operation of a 36 foot by 44 foot booster pumping station and installation of an asphalt drive extending from the existing drive within the easement area, to the booster pump station, which shall be constructed, operated and maintained by the City of Franklin Water Utility, pursuant to those plans City file-stamped _____, 2011 and annexed hereto and incorporated herein as Exhibit A.

CITY OF FRANKLIN WATER UTILITY – AMENDMENT TO SPECIAL USE
RESOLUTION NO. 2011-_____

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2. The City of Franklin Water Utility, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the construction and operation of a 36 foot by 44 foot booster pumping station and installation of an asphalt drive extending from the existing drive within the easement area, to the booster pump station, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon the City of Franklin Water Utility and the construction and operation of a 36 foot by 44 foot booster pumping station and installation of an asphalt drive extending from the existing drive within the easement area, to the booster pump station, for the property located at 7401 West Puetz Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The City of Franklin Water Utility booster pumping station construction project shall be developed in substantial compliance with the plans dated _____, 2011.

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

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

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be an amendment to such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance, and that all of the terms and conditions of Resolution Nos. 2000-

CITY OF FRANKLIN WATER UTILITY -- AMENDMENT TO SPECIAL USE
RESOLUTION NO. 2011-_____

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5130 and 2006-6110 not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

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

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

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

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

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of June 9, 2011

Rezoning and Special Use Amendment

RECOMMENDATION: Department of City Development staff recommends approval of the Rezoning and Special Use Amendment for the water utility booster station to be located at 7401 West Puetz Road.

Project Name:	Water Utility Booster Station
General Project Location:	7401 West Puetz Road
Property Owner:	Milwaukee County and Avian at Tuckaway LLC (City of Franklin easement)
Applicant:	City of Franklin
Agent:	John Bennett, City Engineer
Current Zoning:	R-3 Suburban/Estate Single-Family Residence District, I-1 Institutional District, A-1 Agricultural District and C-1 Conservancy District
2025 Comprehensive Plan:	Institutional, Areas of Natural Resources Features and Residential
Use of Surrounding Properties:	R-8 Multi-Family to the north; Meadowlands Park and Milwaukee County House of Corrections to the south; and single-family residential to the east and west
Applicant's Action Requested:	Recommendation to the Common Council for approval of the proposed Rezoning and Special Use Amendment

Introduction and Background:

Please note:

- Staff suggestions are only underlined and are not included in the draft resolution.

On April 27, 2011, City Engineer, John Bennett, filed a Rezoning and Special Use Amendment application with the Department of City Development requesting approval to construct a water utility booster station adjacent to the City water tower on the northwest corner of property located at 7401 West Puetz Road. The subject property is a 125.95 acre site consisting of Meadowlands Park, the City's water tower, and the Milwaukee County House of Corrections. The proposed construction is anticipated during the summer and fall months of 2011 with completion prior to January 2012.

The subject area containing the water tower and ancillary equipment was rezoned from R-3 Suburban/Estate Single-Family Residence District to I-1 Institutional District in 2000 (Ordinance 2000-1628). A Special Use was also approved in 2000, via Resolution No. 2000-5130, to allow construction of one two-million gallon, 160 foot tall City water tower. In 2006, a Special Use

and lease agreement were approved, Resolution Nos. 2006-6110 and 2006-6169, respectively, to allow for installation and operation of an antenna array for public safety communication by the Franklin Police Department.

Project Description:

The City Engineer has indicated that the proposed booster station will service the west portion of the City and will increase the reliability of the utility's water system. The booster station building will house four booster pumps, controls and a back-up generator. The pumps will be controlled by a computer controlled system operated offsite. Employees will not be onsite for any extended period of time.

Rezoning:

The applicant is proposing to rezone approximately 0.29 acres (approximately 12,632 square feet) of land from R-3 Suburban/Estate Single-Family Residence District to I-1 Institutional District to match the lease area, which will be expanded with the construction of the water utility booster station.

The site contains several zoning districts (R-3 Suburban/Estate Single-Family Residence District, I-1 Institutional District, A-1 Agricultural District and C-1 Conservancy District). The subject rezoning coincides with the amended easement area and does not significantly change or affect the split zoning situation on this lot. There is also not a significant change to the Comprehensive Master Plan Future Land Use Map 2025 which would require an amendment to that plan. The area is currently identified as Areas of Natural Resources Features, which is based upon approximate delineations of such resources. SEWRPC has field verified the natural resources and has indicated they are not being impacted with this project.

Staff finds that the proposed project is consistent with the 2025 Comprehensive Master Plan. Generally, the plan meets goals and objectives relating to providing sufficient utilities and community facilities and protecting natural resources. Specific goals of the 2025 Comprehensive Master Plan are listed below.

1. Continue to provide city residents with high-quality, efficient services, utilities and community facilities.
2. Provide adequate infrastructure and public services to meet existing and future conditions.
3. Protect environmental resources.
4. Protect natural resources while permitting growth and high quality suburban character.

Special Use Amendment:

The proposed booster station building is a brick, 34' x 44' (1,496 square feet) building. The height at the peak of the building is approximately 16'-3" above grade. The building will include wall pack mounted lights on each gable end (east and west elevations) and two soffit mounted down lights to provide lighting at the main entry. Each gable end wall pack has one lamp rated at 9,500 lumens with a fixture efficiency of 55 percent. Each soffit mounted down lighting has one lamp rated at 1,750 lumens with a fixture efficiency of approximately 40 percent. The

Engineering Department also indicated that soffit lights may be provided on the north and south elevations of the building to provide lighting for added security, if needed. Staff suggests faux windows be added to the north and west elevations of the building, which are the most visible elevations from public view.

There is a paved area on the east side of the building for employees to park when at the site. The area will not be striped. The site will typically be visited by one vehicle once per day for a short period of time. There will not be an employee at the site on a regular basis. Existing landscaping includes two landscape beds with a total of five evergreen trees, three decorative trees and two canopy trees. Proposed plantings include 10 shrubs around the building and relocating two existing canopy trees (Norway Maples). Norway Maples are considered subnoxious plantings per the City of Franklin Municipal Code and, therefore, staff suggests the two Norway Maples be removed and not relocated or be replaced with two more acceptable species of canopy tree.

Staff Recommendation:


Department of City Development staff recommends approval of the Rezoning and Special Use Amendment for the water utility booster station to be located at 7401 West Puetz Road.



MEMORANDUM: FROM ENGINEERING

DATE: April 25, 2010

TO: Planning Department

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

SUBJECT: CONSTRUCTION OF A BOOSTER WATER FACILITY AT
7401 W. PUETZ ROAD NEXT TO THE WATER TOWER

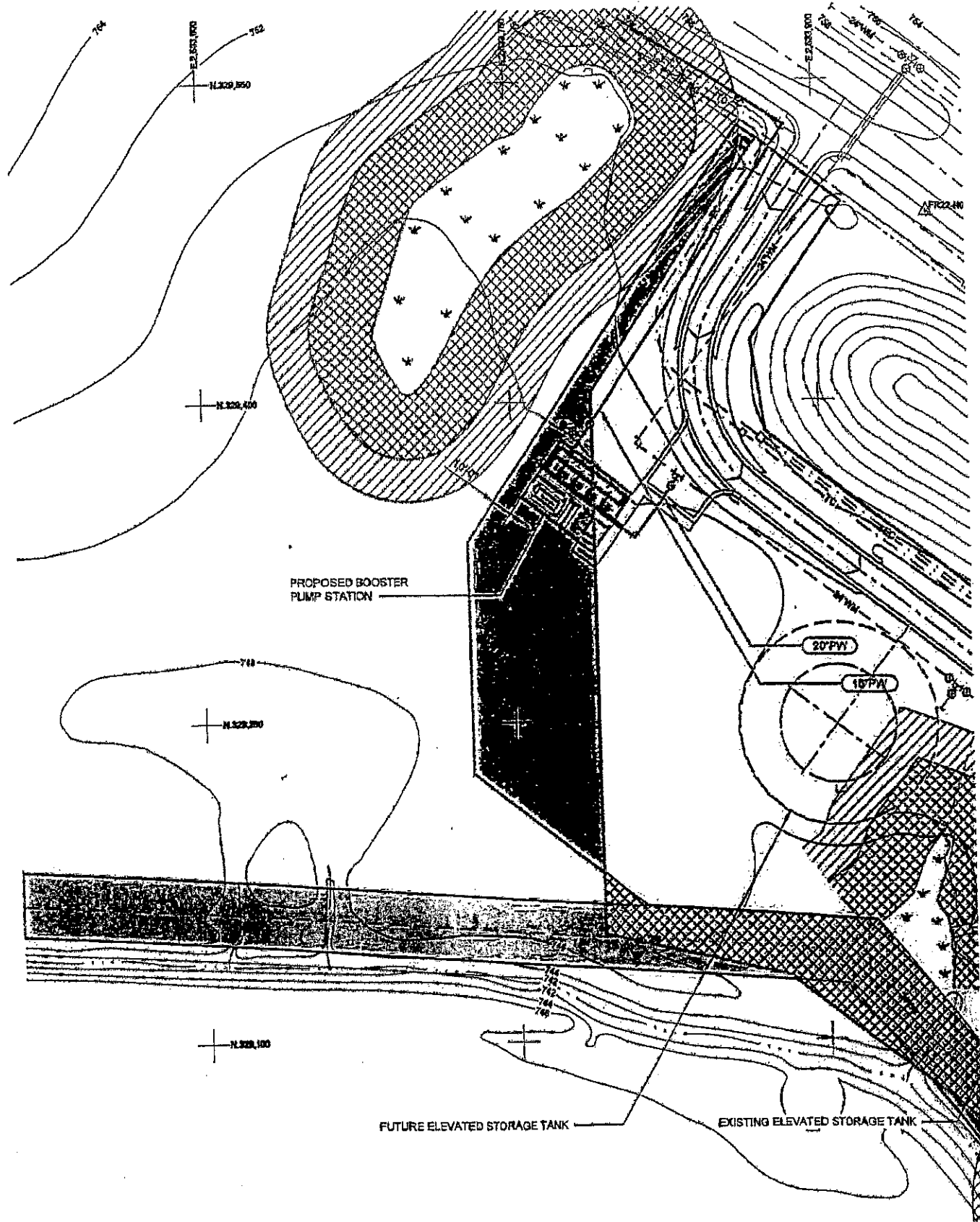
Please be advised the Franklin Board of Water Commissioners has engaged the firm of Kaempfer and Associates to design a Booster Station adjacent to the 2 million elevated storage tank located at 7401 W. Puetz Road.

The proposed booster with the second booster station serving the west service area will service the west portion of the City. The primary purpose of this booster station is to increase the reliability of the utility's water system.

The booster station will be housed in a 34 x 44 foot building constructed of brick facing. The building will house four booster pumps, controls and a back-up generator. All the pumps will be controlled by a computer controlled system operated from another site; therefore, it is not anticipated that employees will be at the site for any extended period of time.

The proposed construction is anticipated during the summer and fall of 2011 with completion prior to the end of 2011.


JMB/pw



NO.	DATE	APPR	REVISION	NO.	DATE	APPR	REVISION	DRAWN	YWB
								DENIED	CK
								CHECKED	CK

CITY OF FI
WATER SYSTEM IN
PUETZ ROAD BOOST

[illegible]

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE June 21, 2011
REPORTS AND RECOMMENDATIONS	An Ordinance to Amend the Unified Development Ordinance Text §15-7.0107 Pertaining to Minor Site Plan Amendments (City of Franklin, Applicant)	ITEM NUMBER 6.5.

See attached draft of the above ordinance.

COUNCIL ACTION REQUESTED

A motion to direct staff to schedule a public hearing before the Plan Commission upon the proposed text amendment and to assist the Commission in the processing of its deliberations thereon.

ORDINANCE NO. 2011-____

AN ORDINANCE TO AMEND THE UNIFIED
DEVELOPMENT ORDINANCE TEXT §15-7.0107
PERTAINING TO MINOR SITE PLAN AMENDMENTS
(CITY OF FRANKLIN, APPLICANT)

WHEREAS, §15-7.0107 of the Unified Development Ordinance sets forth the terms upon which the Planning Manager may grant an application for a minor amendment to a Site Plan without Plan Commission review or Common Council review where such Site Plan was part of a Common Council approval; and

WHEREAS, the Mayoral Ad Hoc Development Process Review Committee, the Plan Commission and the Common Council having considered the terms of the existing Unified Development Ordinance requiring only equal or better changes to a Site Plan in order to allow an administrative approval of applied for changes to a Site Plan and having determined it appropriate that the Planning Manager be granted further discretion to approve changes upon appropriate terms; and

WHEREAS, the Plan Commission having held a public hearing on the proposal on the ____ day of _____, 2011 and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council having accepted the recommendations of the Mayoral Ad Hoc Development Process Review Committee and the Plan Commission and having determined that the proposed amendment is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and 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: §15-7.0107 of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin, be and the same is hereby repealed and recreated to read as follows:

Minor Site Plan Amendment. Notwithstanding anything to the contrary set forth in this Division 15-7.0100, any minor amendment (as set forth herein) to an approved Site Plan may be submitted to the Planning Manager for administrative approval. A minor amendment is an amendment(s) which is supported by an application request due to a reasonable and bona fide change in circumstances occurring since the

prior approval, and which does not: i) significantly alter the character, functionality, safety or appearance of the development; ii) result in a significant decrease in the amount or quality of the approved amenities; iii) result in significant changes in architectural styles, colors or building materials that are inconsistent with the approved Site Plan; iv) result in changes to such items as a phasing plan or developer control, that substantially impact the development or development in the area; or v) result in any amendment that would modify any aspect or portion of an adopted Site Plan for which a specific condition was retained or added from input at a public hearing or other public input of record by the Plan Commission and/or the Common Council.

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

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

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

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

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

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

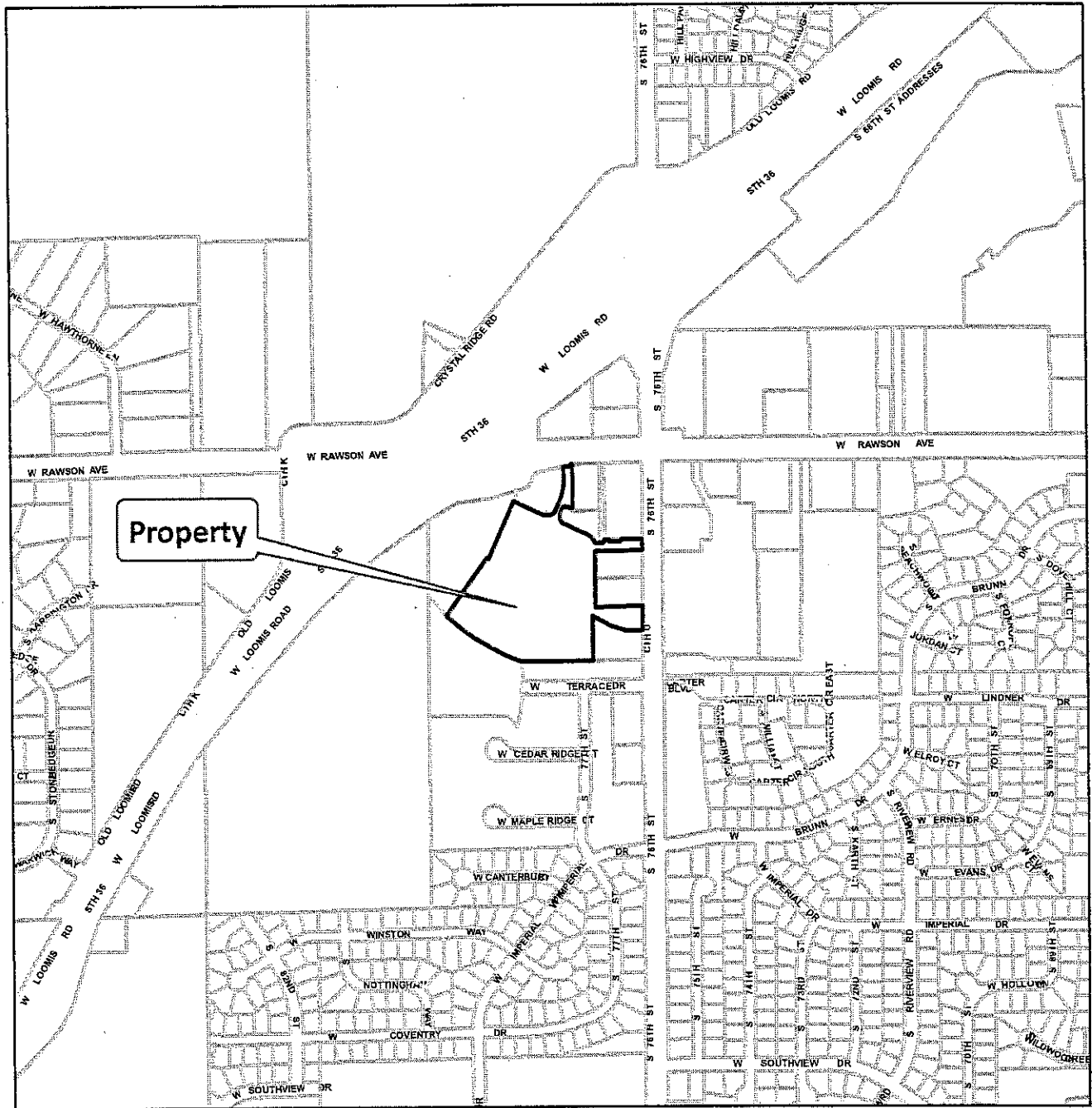
APPROVAL G.	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/21/11
REPORTS & RECOMMENDATIONS	RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A PHYSICAL FITNESS FACILITY USE UPON PROPERTY LOCATED AT 7211 SOUTH 76TH STREET (CLASS A FITNESS LLC, APPLICANT)	ITEM NUMBER G. 6.

At its June 9, 2011 meeting, following a properly noticed Public Hearing, the Plan Commission recommended approval of a resolution imposing conditions and restrictions for the approval of a special use for a physical fitness facility use upon property located at 7211 South 76th Street (Class A Fitness LLC, Applicant).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2011-_____, a resolution imposing conditions and restrictions for the approval of a special use for a physical fitness facility use upon property located at 7211 South 76th Street (Class A Fitness LLC, Applicant).

Planned Development District No. 16 Franklin Centre



0 500 1,000 2,000 Feet

City Development 2011
(2010 Aerial Layer)



STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2011-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A PHYSICAL FITNESS FACILITY
USE UPON PROPERTY LOCATED AT 7211 SOUTH 76TH STREET
(CLASS A FITNESS LLC, APPLICANT)

WHEREAS, Class A Fitness LLC having petitioned the City of Franklin for the approval of a Special Use in Planned Development District No. 16 (Franklin Centre) to allow for a physical fitness facility use upon property located at 7211 South 76th Street, bearing Tax Key No. 755-0192-003, more particularly described as follows:

PARCEL ONE (1) OF CERTIFIED SURVEY MAP NO. 7170, BEING A DIVISION OF PARCELS ONE (1) AND TWO (2) OF CERTIFIED SURVEY MAP NO. 5937, EXCEPTING THEREFROM THOSE LANDS CONVEYED TO MILWAUKEE COUNTY IN WARRANTY DEED RECORDED ON FEBRUARY 23, 1999 IN REEL 4505, IMAGE 1260, AS DOCUMENT NO. 7694071, AND RE-RECORDED ON MARCH 30, 2001 AS DOCUMENT NO. 8043928, ALL BEING A PART OF THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION NINE (9), IN TOWNSHIP FIVE (5) NORTH, RANGE TWENTY-ONE (21) EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY ON DECEMBER 10, 2002, AS DOCUMENT NO. 8405275.

TOGETHER WITH AN EASEMENT RESERVED FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE AND PUBLIC UTILITIES FOR THE BENEFIT OF LOT ONE (1) ACROSS LOT SIX (6) AS NOTED ON THE RECORDED PLAT OF FRANKLIN PLAZA SUBDIVISION.

TOGETHER WITH NON-EXCLUSIVE EASEMENTS GRANTED IN A DECLARATION OF RESTRICTIONS AND RECIPROCAL EASEMENT AGREEMENT RECORDED ON APRIL 16, 1993 IN REEL 3014, IMAGE 1751 AS DOCUMENT NO. 6753870 AND IN A FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND RECIPROCAL EASEMENT AGREEMENT RECORDED ON NOVEMBER 12, 1993 IN REEL 3161, IMAGE 455, AS DOCUMENT NO. 6855991.

TOGETHER WITH NON-EXCLUSIVE EASEMENTS GRANTED IN A DECLARATION OF RESTRICTIONS AND RECIPROCAL EASEMENT AGREEMENT RECORDED ON APRIL 16, 1993 IN REEL 3014, IMAGE

CLASS A FITNESS LLC – SPECIAL USE
RESOLUTION NO. 2011-_____

Page 2

1764, AS DOCUMENT NO. 6753871.

TOGETHER WITH NON-EXCLUSIVE EASEMENTS GRANTED IN A
DECLARATION OF RESTRICTIONS AND RECIPROCAL EASEMENT
AGREEMENT RECORDED ON APRIL 28; 1994 IN REEL 3277, IMAGE
1186, AS DOCUMENT NO. 6941266; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 9th day of June, 2011, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

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

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

1. That this Special Use is approved only for the use of the subject property by Class A Fitness LLC, successors and assigns, as a physical fitness facility use, which shall be developed in substantial compliance with, and operated and maintained by Class A Fitness LLC, pursuant to those plans City file-stamped June 2, 2011 and annexed hereto and incorporated herein as Exhibit A.
2. Class A Fitness LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Class A Fitness LLC physical fitness facility, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance,

CLASS A FITNESS LLC – SPECIAL USE
RESOLUTION NO. 2011-_____

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and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

3. The approval granted hereunder is conditional upon Class A Fitness LLC and the physical fitness facility use for the property located at 7211 South 76th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

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

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

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

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

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

CLASS A FITNESS LLC – SPECIAL USE
RESOLUTION NO. 2011-_____

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

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

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



REPORT TO THE PLAN COMMISSION

Meeting of June 9, 2011

Special Use

RECOMMENDATION: City Development Staff recommends approval of the Special Use application for the proposed physical fitness facility located at 7211 South 76th Street, subject to the conditions in the draft resolution.

Project Name:	Class A Fitness Special Use
Project Address:	7211 South 76 th Street
Applicant:	Class A Fitness, LLC
Owners (property):	Franklin Centre Wisconsin, LLC
Current Zoning:	Planned Development District No. 16
2025 Comprehensive Master Plan:	Commercial
Use of Surrounding Properties:	Anchor Bank and Pantheon Family Restaurant to the north; multi-family residential to the south; the vacant former Blockbuster building to the east, and Office Max to the west
Applicant Action Requested:	Recommendation of approval to the Common Council of the proposed Special Use application to allow a physical fitness facility to be located at 7211 S. 76 th Street.

Introduction:

On May 13, 2011, Amy Krenz submitted a Special Use application for Class A Fitness to be located within an existing tenant space in the Franklin Centre shopping center located at 7211 South 76th Street. Class A Fitness is a physical fitness center, which offers a unique “classes only” approach to fitness. This type of facility is under Standard Industrial Classification (SIC) Code No. 7991 Physical Fitness Facilities, which is a Special Use in the B-3 Community Business District, and therefore a Special Use in Planned Development District No. 16.

Project Description/Analysis

The Franklin Centre shopping center is located on an approximately 16.53 acre parcel near the intersection of West Rawson Avenue and South 76th Street. The shopping center consists of a 72,000 square foot Pick’n Save grocery store and a 29,676 square foot multi-tenant building. The multi-tenant building consists of 12 separate tenant spaces currently occupied by the following businesses: Linda’s Hallmark Shop, GNC, Lectric Beach Tanning Salon, Great Clips, Subway, The UPS Store, Bight Cleaners, Pizza Hut, Franklin Rehabilitation and Family Dentistry. Class A Fitness, LLC is proposing to locate their business in an approximately 2,708 square foot tenant

suite formerly occupied by Sylvan Learning Center. The subject tenant suite is located within the multi-tenant building between Linda's Hallmark Shop and GNC.

After minor interior alterations, the tenant space will consist of two existing restrooms, two new separate shower areas, a weigh in room, and a 2,000 square foot open fitness deck where classes will take place. Classes will vary in size from 8 to 30 people. Class A Fitness's hours of operation will be from 5:00 a.m. to 9:00 p.m. Monday thru Friday and from 7:00 a.m. to noon on Saturdays. Class A Fitness intends to employ 10 to 12 fitness coaches, each of which will be required to obtain CPR certification upon hiring, and Group Exercise certification within the first nine months of hire. According to the applicant's project narrative, the fitness center will have a small retail area, where certain health and fitness related items would be available for sale. Examples of the types of items that will be made available can be found in the project narrative.

Planned Development District No. 16 requires a minimum of five parking spaces per 1,000 square feet of gross building area. The Franklin Centre commercial development has 101,676 square feet of tenant space, which requires 509 parking spaces. According to the submitted site plan, the Franklin Centre commercial development has 554 standard parking spaces and 18 ADA accessible spaces, thereby exceeding the minimum parking requirements.

The applicant has indicated she is not proposing any landscaping, lighting or architectural changes to the existing development. The only exterior modification will be the addition of a wall sign located on the front (north) elevation of the building, approval of which, must be obtained from the Building Inspection Department.

Staff Recommendation:

City Development Staff recommends approval of the Special Use application for the proposed physical fitness facility located at 7211 South 76th Street, subject to the conditions in the draft resolution.

Class A Fitness

City Development

Class A Fitness is dedicated to helping women, men and children achieve their health and fitness goals through complete exercise classes, including nutrition. Class A Fitness is a unique classes only approach to fitness that closely follows the fitness trends of today, functional fitness- programs that help us move through daily life with greater ease, back to basic exercise plans- those calisthenics from fifth grade -- push-ups, sit-ups, jumping jacks, and burpees, and the "buddy system" of working out, while taking time constraints of today's busy families into consideration. The fitness industry is a \$5 billion a year industry that preys on peoples hopes. At Class A Fitness, we pride ourselves on giving everyday people a program that is results orientated, affordable, fun and we provide our members with health and fitness education that will empower them to live healthy lives forever. Classes are taught in a group setting with personal attention to boost members' workout intensity and encourage motivation.

The Programs

Class A Fitness "core" class, FIT101 features cardio-boxing and functional strength training programs to tone muscles. It is a high-energy program that is designed to reduce body fat, improve cardiovascular health, increase strength and build lean muscle. Boot camp classes, Kettle-bell, Family, TRX, BOSU, APCardio and other specialty classes will also be available. We're looking toward workouts that increase flexibility and core strength, and help people live a healthier life overall. Class sizes will vary in size from 8-30 people. Class A Fitness will sell certain items that will work synergistically with our fitness programs. Some examples of these items might include boxing gloves, weight lifting gloves, foam rollers, protein powders, supplement bars and shakes, t-shirts, skin care products, diet journals and books.

Customers

Class A Fitness will not focus primarily on one target group or demographic but will try to encourage all people, regardless of their current fitness level to give our classes a try. Everyday people don't care so much about becoming pro athletes as they care about whether they can pick up their child without hurting their back, or do things around the house without getting injured or sore.

Community

Class A Fitness has strong core values and part of that means giving back to the community that supports us. It is our goal to organize an annual event that brings members of the community together to recognize the importance of physical fitness in their lives. It is important to us that people see that fitness can be FUN and challenging at the same time. Individuals, families, area athletes from grade school through high school levels, and businesses can come together to participate in an event similar to "The President's Challenge" in an obstacle style race that is held in the late Spring. We will be contacting the Milwaukee County Sports Complex to see how we can work together in making these types of events become a reality. It is our hope at Class A Fitness to partner with the Franklin High School athletic coaches to have their athletes train with us to improve their over-all fitness during their off seasons. Recognizing that health and fitness is not something that ends at any particular stage of life, Class A Fitness would like to speak with members at Harmony Living Centers about bringing our staff in to teach exercise classes on a monthly basis. Keeping fitness at the forefront of peoples lives helps improve all other aspects of their lives. Class A Fitness will be joining the Franklin Chamber of Commerce and other Civic organizations to bring an awareness of health and fitness into the community. At Class A Fitness, we are aware that inspiration may come from anyone, therefore we listen to and respect everyone's ideas. We are aware that success is also good fortune, which we never take for granted. The success of Class A Fitness may only continue with the good faith of our members and our community, in which we enjoy helping. Their success is our primary focus.

Employees

Class A Fitness will be owned and operated by Amy Krenz. Amy has been involved with fitness her entire life. Fitness is her passion and sharing her knowledge with others and helping them realize and reach their own health and fitness goals is what Class A Fitness is all about. Amy is CPR, AFAA Group Fitness and Ellipse kettle-bell certified and is currently enrolled and pursuing kickboxing, TRX, BOSU, Dragondoor HKC and IntenSATI certifications. Class A Fitness will employ approximately 10-12 fitness coaches and will require CPR certification upon hiring and Group Exercise certification within the first 9 months of hire.

Mission

The mission of Class A Fitness is to create a FUN and energetic atmosphere in which everyone feels comfortable, welcome and part of something special. We are committed to making a difference in the lives of our members and our community through fitness, education, and better health. We strive to create an experience and environment driven by desire, passion and enthusiasm to help people discover their true potential and live the life they desire.

Company Summary

Opening mid-August, 2011, Class A Fitness will be located at 7211 S. 76th Street, Suite 4 in Franklin. (Site #3 of site plan) It is a prime location for the community of Franklin and surrounding suburbs. Franklin Center is currently home to several businesses within the wellness industry. Class A Fitness will work at partnering with those businesses to improve the awareness of health and fitness for everyone to live a life of quality and wellness. By removing the four existing rooms currently in place, the interior of the space will include an open deck area where classes will be held. The approximate square footage of the fitness deck will be 2,000 square feet. Also included in the space will be the two existing bathrooms with the addition of 2 separate shower areas, a weigh in room and a small retail area. There will be no changes made to the exterior of the existing building, landscaping, parking lot or exterior lighting. We will operate Monday-Friday from 5am-9pm and Saturdays 7-noon. We will be closed on Sundays following the core values we hold in maintaining balance in the lives of our members and employees and allowing time for faith and family.

SPECIAL USE STANDARDS AND REGULATIONS

GENERAL STANDARDS

The proposed use and development of Class A Fitness is in harmony with the general use and intent of the City of Franklin Comprehensive Master Plan.

Class A Fitness will not have any adverse or detrimental effect upon or endanger adjacent property, the character of the area or impair the property values within the community or neighborhood. In fact, the addition of Class A Fitness will help the surrounding areas, businesses and the people of the community by bringing awareness of the importance of fitness and getting people involved in their own health, thus improving their way of life.

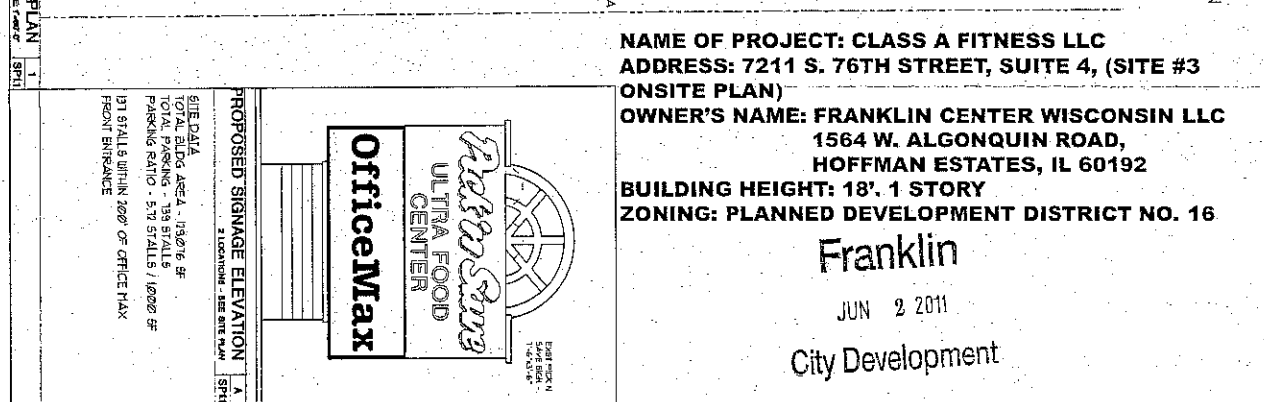
Class A Fitness will have no effect on or interference with surrounding development.

No changes to the current public facilities available at Franklin Center would be necessary by Class A Fitness. Our class sizes will range between 8-30 members allowing adequate parking for neighboring businesses and not adding any strain to the current services currently needed in that area.

No additional traffic congestion would occur with the addition of Class A Fitness at Franklin Center.

Class A Fitness will occupy a space already in place and will make no changes to the natural, scenic, or historical features of significant importance.

Class A Fitness will operate and comply with all standards and regulations already in place by the district in which it is located.



Franklin
JUN 2 2011
City Development

COPYRIGHT PERSPECTIVE DESIGN, INC. 2007. ALL RIGHTS RESERVED - THIS DRAWING IS NOT TO BE REPRODUCED, CHANGED, COPIED OR ASSIGNED TO ANY THIRD PARTY IN ANY FORM OR MANNER WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION OF PERSPECTIVE DESIGN, INC. THE CLIENT AGREES TO INDEMNIFY AND HOLD THE ARCHITECT HARMLESS FROM ALL LIABILITY, INCLUDING REASONABLE ATTORNEY'S FEES, AND COSTS OF OBTAINING INJUNCTION FROM ANY CLAIMS OR LITIGATION BROUGHT BY ANYONE OTHER THAN THE ARCHITECT, FOR ANY USE, REUSE OR REPRODUCTION OF THIS DRAWING OR ANY INFORMATION CONTAINED HEREIN BY THE CLIENT OR ANY OTHER PARTY.

Drawing Title SITE PLAN OPTION E		 PERSPECTIVE DESIGN, INC. 11825 W. North Avenue Wauwatosa, WI 53226 Tel 414/302-1780 Fax 414/302-1781		Franklin Centre CLASS A FITNESS, LLC 7201-7255 South 76th Street Franklin, Wisconsin		Project: REVISION DATE: MAY 12, 2011	
Date	04/20/07	Scale	1"=60'-0"	Drawn	ELC	Job	Sheet
SP1.1f							

ADDRESS**TENANT'S NAME**

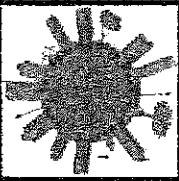
7201 S. 76TH STREET	PICK N SAVE
7205 S. 76TH STREET	HALLMARK
7211 S. 76TH STREET	PROPOSED SITE CLASS A FITNESS
7217 S. 76TH STREET	GNC
7221 S. 76TH STREET	VACANT
7229 S. 76TH STREET	ELECTRIC BEACH TANNING SALON
7237 S. 76TH STREET	GREAT CLIPS
7241 S. 76TH STREET	SUBWAY
7245 S. 76TH STREET	UPS STORE
7249 S. 76TH STREET	BRIGHT CLEANERS
7251 S. 76TH STREET	PIZZA HUT
7253 S. 76TH STREET	FRANKLIN REHABILITATION
7255 S. 76TH STREET	DR. PINDEL/DR. CAIATI DENTISTRY

<p>APPROVAL</p> <p><i>Ag</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>06/21/11</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>REQUEST FROM THE PARKS COMMISSION FOR THE COMMON COUNCIL TO ENTER INTO NEGOTIATIONS WITH MILWAUKEE COUNTY FOR THE LEASE OF LAND AT THE SOUTHWEST CORNER OF SOUTH 51ST STREET AND WEST PUETZ ROAD FOR DEVELOPMENT OF A MULTI-RECREATIONAL SPORTS FACILITY.</p>	<p><i>G. 7.</i></p>

At the regular meeting of the Parks Commission on June 13, 2011, the following action was approved: move to request the Common Council enter into negotiations with Milwaukee County for the lease of land at the southwest corner of South 51st Street and West Puetz Road for the development of a multi-recreational sports facility.

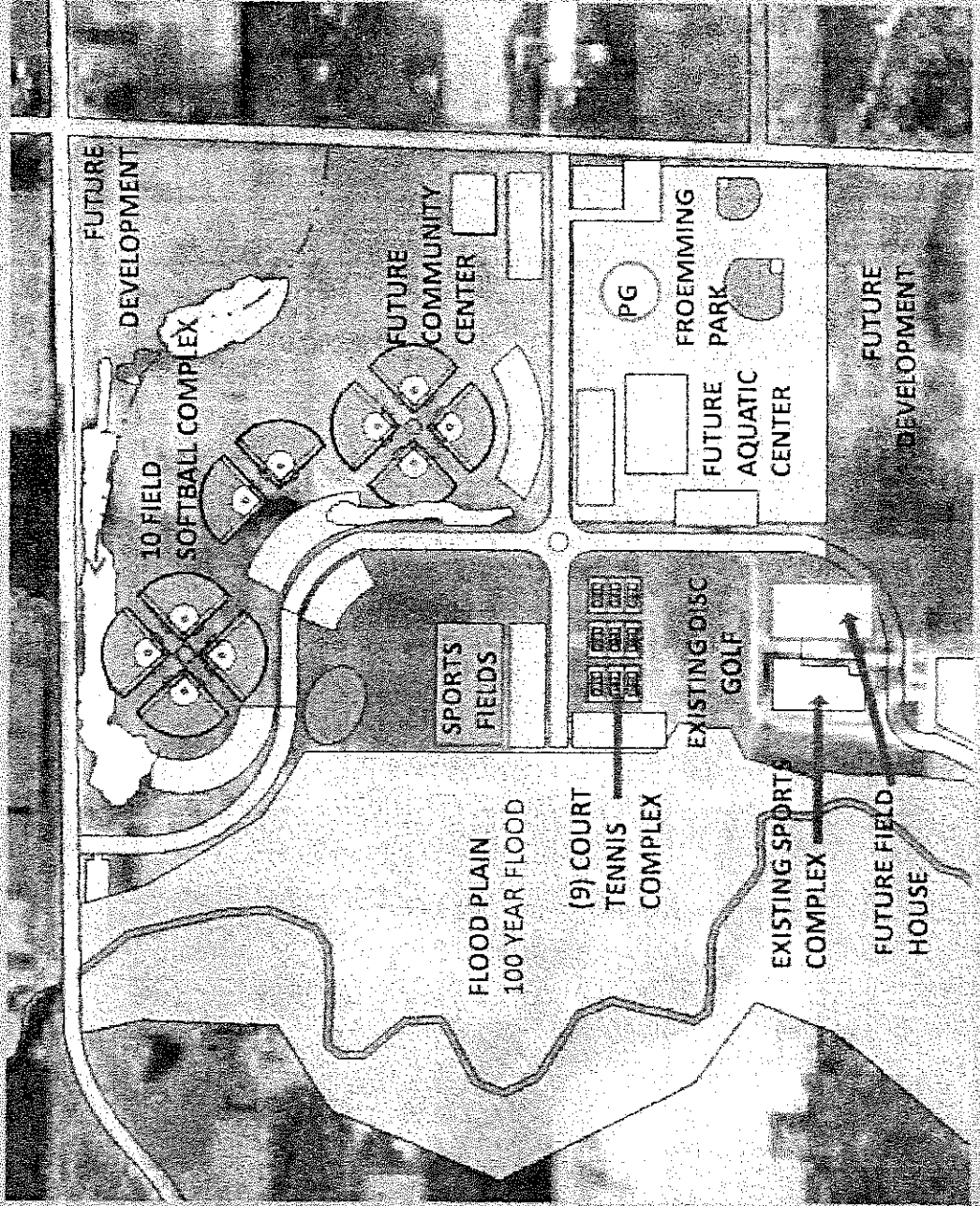
COUNCIL ACTION REQUESTED

A motion to enter into negotiations with Milwaukee County for the lease of land at the southwest corner of South 51st Street and West Puetz Road for development of a multi-recreational sports facility.



CITIZENS FOR COMMUNITY DEVELOPMENT CITY OF FRANKLIN

Froemming Park, Sports Complex, Concept



Dear Members of the Parks Commission,

For the past several months I have been following and supporting the Citizens for Community Development (CCD), and currently serve as one of their Advisors.

I am writing to express my support for CCD's proposal at Froemming Park, along S. 51st Street between Puetz and Ryan Roads. This project has great potential to be a catalyst for a whole different aspect of economic development and growth, which would be based on the growing and expanding youth sport clubs and organizations throughout the metropolitan area and state. It is well documented and proven in many other cities and states throughout the United States that projects like CCD's proposal can, in fact, generate economic booms for the communities in which they are present.

In addition to the economic boost, as the President of the South Suburban Chamber of Commerce, I am aware of the growing desires of residents and business owners alike in this area for a project like this to get off the ground. The City of Franklin and its residents truly should have a "Central Park" that could serve as a hub for community activities, including perhaps the future site of the city's Civic Celebration.

I urge you to strongly consider CCD's exciting proposal at Froemming Park as a viable option for the future of sports and other recreational activities for the City of Franklin.

Sincerely,



Mark Hansen

President South Suburban Chamber of Commerce

Director of Sales and Marketing Staybridge Suites Milwaukee Airport South

6/9/2011

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
Reports & Recommendations	SUBJECT: Authorization to receive quotes for the installation of concrete sidewalk in easement along the east side of 4934 W. Forest Hill Avenue into Franklin High School lands and then connecting to a drive to the north	6/21/11
		ITEM NO. C.8

BACKGROUND

The property owner, Matt Cool at 4934 W. Forest Hill Avenue, has requested from the City the right to install a gravel path within an existing pedestrian/storm sewer easement (find letter request).

The path, as originally proposed, would be 3-4' wide and constructed by the owner, neighbors and students. He would place it completely within a 10' easement along his east property line. It was requested that his neighbor (to the east, the other 10' of easement, 20' total) be contacted and get their position, preferably in writing.

This request came before the Board of Public Works at their April, May and June 2011 meetings. The Board was supportive of installing a path, but given further consideration and receiving the Franklin School District's position, believed the path should be a concrete sidewalk. A concrete walk would offer considerable longevity and ability to maintain throughout the year.

ANALYSIS

The estimated cost for a contractor to install this walk is \$12,500.

The total length of this walk is two hundred thirty (230) lineal feet. Approximately ninety (90) feet of this length is on Franklin High School lands, this being approximately 40% of the total length.

The School District recognizing the connecting benefit of this walk, has verbally agreed to pay its 40% portion, or \$5,000 of this estimated cost. The cost of the City's portion 60% is \$7,500.

In that this project cost is less than \$25,000 threshold for the need for full competition bidding, competitive quotes can be received as a basis of award.

In order to complete this work this summer before the start of school, it will be necessary to receive quotes as soon as possible.

Staff and the district alderman are awaiting a response with any concerns from the neighbor to the east prior to recommending starting construction. It should be noted that there was originally, at the time of developing this subdivision, a sidewalk extending to the high school lands. Property owners holding the easements succeeded in getting the City to remove the walk. These property owners no longer reside there.

OPTION

Install concrete sidewalk with the School District participation.

or

Allow property owner to install stone path, City and School District to extend to school drive.

or

Leave the site, do nothing at this time.

FISCAL NOTE

The city portion of \$8,280 would need to be taken from capital improvement fund.

RECOMMENDATION

Motion to authorize staff to receive quotes for the installation of concrete sidewalk in easement from W. Forest Hill Avenue to a Franklin High School drive.

RJR/sg

Encl.

422

FRANKLIN HIGH SCHOOL
LANDS

PROPOSED
SIDEWALK

4924

4934

4944

1"=20'

Ron



City of Franklin

Engineering Department

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

June 3, 2011

Dorothy Valentine
4924 W. Forest Hill Avenue
Franklin, WI 53132

Dear Ms. Valentine:

As you may be aware the City of Franklin holds a 10 foot easement for storm sewer and pedestrian use along your west property line (find plat attached). Also shown is a parallel 10 foot easement along your neighbor's (4934) east property line for the same purposes.

Your neighbor has experienced high school students using his lawned area within easement area to get to and from the High School. He has volunteered his time to install a gravel path to define and confine a walk area.

The City is considering the offer and also considering installing a concrete sidewalk or asphalt path.

Alderman Doug Schmidt and I have stopped at your home several times to discuss this matter but were unable to find you home.

The matter will be discussed at the City Board of Public Works on Thursday, June 9th at 7:00 p.m. in the lower level of the City Hall.

I am recommending however that you contact me first so I can discuss this further. Please call me at 414-425-7510 or email me at rromeis@franklinwi.gov.

Sincerely,

Ronald J. Romeis, P.E.
Assistant City Engineer

RJR/db

cc: Alderman Schmidt
Board of Public Works

April 12, 2011

City of Franklin – Engineering
Mr. Ronald Romeis
9229 W. Loomis Road
Franklin, WI 53132

RE: 4934 W. Forest Hill Ave.
Walking Path

Mr. Romeis,

I sincerely appreciate your time this afternoon in reviewing the public easement that borders my property line. As you witnessed, numerous high school students travel through my lawn to get from our subdivision to the high school.

The foot and bicycle traffic is beginning to cause damage to my property. However, I can appreciate the parents' concern in that walking through my property is much quicker and safer than walking along 51st St. to get to the high school.


In lieu of a request to abandon the 20' pedestrian easement, I am willing to compromise and be a good neighbor. I have recruited several neighbors and students to assist with the installation of a crushed granite walking path. The only cost that will be associated with installing the walkway would be the material. I have received (2) estimates for the material needed to complete the project and both estimates range from \$750-\$900.

I kindly ask for the City's consideration in funding the material only cost to install the walkway. This walkway will benefit the entire neighborhood and give all of us some peace of mind that our children will get to and from school safely and without damaging property while doing so.

Thank you in advance for getting this request on your Thursday agenda!

Regards,

Matt Cool
4934 W. Forest Hill Ave.
Franklin, WI 53132
(262) 389-5464

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 6/21/11
 Reports & Recommendations	SUBJECT: Authorization to accept the high bid for the sale of Sewer and Water Department vehicle, a 2003 Chevrolet Blazer.	ITEM NO. G.9.

BACKGROUND

On June 16, 2011, five (5) bids to purchase were received for a 2003 Chevrolet Blazer from the Sewer and Water Department.

ANALYSIS

The bidders and their bid to purchase are as follows:

Kyle McCann	\$3,002.00
Devin Schmitz	\$1,000.00
Jay Stramowski	\$2,150.00
Jack Schramm	\$3,450.25
Jeff Hottman	\$2,500.00

The Blazer has 124,000 miles and was primarily used by the Superintendent. Mechanically it needed replacement. The vehicle is being sold as is.

OPTIONS

Accept bid
Reject bid and rebid
Keep the vehicle

FISCAL NOTE

The high bid offer of \$3,450.25 is close to Blue Book Value.

RECOMMENDATION

Motion to accept the highest bid of \$3,450.25 from Jack Schramm for Sewer and Water Department 2003 Chevrolet Blazer.

RJR/db

BIDS FOR 2003 Chevrolet Blazer

Bids will be received by the City' Clerk's Office of the City of Franklin in the City Hall, 9229 West Loomis Road, Franklin, Wisconsin, 53132, up to and including 2:00 p.m. on Thursday, June 16th, 2011 for one:

2003 Chevrolet Blazer
V-6 Automatic
VIN # 1GNDT13X83K164412
124,000 Miles


Only bids submitted on a bid form prepared by the City will be accepted. All bids must be sealed and addressed to the attention of the City of Franklin, Office of the City Clerk. There shall be clearly marked on the envelope of each bid in the lower left-hand corner "2003 Chevrolet Blazer".

No bid may be withdrawn for a period of sixty (60) days after the due date without consent of the Common Council.

The vehicle is being sold "as is", whereas there are no warranties or guarantees. Vehicle can be inspected at the City of Franklin Department of Public Works located at 7979 W. Ryan Road, 7:00 AM – 3:30 PM, Monday thru Friday.

The City of Franklin reserves the right to accept or to reject any or all bids.

Vehicle bid forms can be picked up at the Department of Public Works Office at 7979 W. Ryan Road, Franklin, WI, or at the City of Franklin, Office of City Clerk, 9229 W. Loomis Road, Franklin, WI.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE June 21, 2011
REPORTS & RECOMMENDATIONS	Employment Agreement for Calvin Patterson as Chief Financial Officer	ITEM NUMBER 6.10

At the Common Council meeting of June 7th the Common Council tabled this item. Cal's current labor agreement, therefore, remains in place and is effective through June 30, 2012. Part of the discussion at the last meeting, indicated that an alternative to be considered was to not enter into a contract related to succession planning until such time as the replacement is already hired. Since any agreement requires mutual agreement, that option is not available to the City, although it could effectively be accomplished by extending the at-will provision over the entire term of the agreement. Nonetheless, Cal has clearly indicated his intent to retire, but has also indicated his willingness to aid the City in its transition to a new Director of Finance and Treasurer by moving to half-time status for a limited period if it is in conjunction with an effective succession plan.

Attached is the original packet preceded by a new memo from Cal and a revised, simplified agreement that eliminates the potential for continued extensions. Its term is shorter than the last one directed by the Common Council. Cal has offered as an alternative to the tabled proposal a revised contract that simply transitions him to the half-time status effective August 1 and ends that status with his full retirement on April 30, 2012. Cal recommends this period because it will allow the new individual to have Cal's support and guidance through the budget, tax collections, year-end closeout, and audit period for 2011. This becomes a very natural breaking point, but will provide the new individual with critical assistance in working through these complex business processes. At the same time, Cal will be an added resource to help accomplish important tasks that have gone unmet in a department that Cal adamantly believes has been understaffed. With some back log removed and the ability to work substantially more efficiently given routine access to and support from Cal, the new individual will have a much greater ability to assume the full responsibilities of the position come the end of April.

As noted above, Cal has indicated his desire to retire August 1, 2011, but he recognizes the value of an appropriate succession plan, as approved by the Common Council, in moving the City forward with the least amount of risk and higher degree of efficiency. The attached memo from Cal summarizes his position as follows: "if the decision is to move forward without what I view is a minimum commitment to an effective succession plan...then my decision will be for full time retirement on August 1." In other words, if Cal can make a real difference in the transition plan, then he is willing to stay part-time for that transition period; if not, he will simply retire in the common fashion. Although these are my words, Cal is not interested in simply delaying his retirement until such time that a replacement is hired. Cal also firmly believes that the department is understaffed, so moving to a half-time status during the transition period will enable him to help mitigate the workload and back log during the transition period. Simply providing limited contractual support doesn't address this issue. As such, if Cal is able to help the City address both of these issues, he is willing to do so and has offered to do so.

Cal has offered a simplified contract amendment that follows his attached cover letter. A "red-line" copy has been included for your convenience. The approved copy would accept the noted changes. The Agreement starts August 1 and ends April 30, 2012. It takes his pay and benefits to half-time at that point. It eliminates the automatic pay increase January 1st. It drops some language that becomes moot and retains a couple sections from last meeting's proposal that are needed for administrative clarity. It retains the at-will status language of his current agreement but similarly retains the existing language pertaining to a 90-day separation payout for early termination. Retaining this existing language is Cal's method of helping to ensure that the City is committed to "an effective succession plan." The City, however, does ultimately retain control of its options, by retaining the "at will" status language.

Admittedly, this is a unique opportunity for the City. That does not make it a bad idea; it is simply an opportunity that most municipalities do not have option to consider. Google "succession planning" and read what the business world says are the benefits and practices of good succession planning. As a human resources director, I think it is very clearly an opportunity that should not be ignored. Cal's position is arguably the most important staff position, and the City should take any reasonable action to ensure a new person can take over the assignment effectively and efficiently. Most people get on the job training or guidance from a supervisor. In this instance, there is no comparable supervisor who can show the new employee the ropes, show them where the documents, the detail, and the history are located, show them the nuances and clarify the complexities of Franklin's financial make up. I firmly believe there will be numerous and repeated examples where the new Finance Director will be able to spend 30 minutes on a topic with Cal which will save the individual 5 hours of investigation. The faster Cal's replacement is looking forward instead of researching backward, the better off the City will be. Additionally, risks to our financial system will be greatly reduced during the transition. The new individual is much more likely to overlook an important detail or deadline, without guidance through the first cycle of activity.

I recommend approval of the revised employment agreement.

COUNCIL ACTION REQUESTED

Motion to approve the Employment Agreement between the City of Franklin and Calvin Patterson as Chief Financial Officer and that said agreement be executed by the Mayor.

M E M O R A N D U M

DATE: June 15, 2011
TO: Common Council
PC: Mayor Taylor
FROM: Cal Patterson, Director of Finance & Treasurer
RE: City of Franklin Financial Office Manpower/Succession Issues

On June 7th the Council tabled a revised employment agreement with me that met the Council directives of the May 17th Council resolution. On June 8th my existing employment agreement automatically renewed.

As your Director of Finance and Treasurer I continue to believe in the succession plan concept as the best option for the City at this time. In case the Common Council would still like to consider a succession plan the attached revised employment agreement is presented for consideration by the Council. The agreement would be effective August 1, 2011 and would end April 30, 2012. The rationale for the end date is that it is the end of the audit cycle for the 2011 year and the natural starting period for the next yearly cycle.

For those concerned with cost, let me point out that this has been a position that has generated significantly greater cost savings for the City than the position has cost the City over the last eleven years. Attached is a report I did for the Mayor about a year ago that demonstrates this point. But more importantly the revised contract and the hiring of a replacement provides 60 scheduled hours per week over the succession period to work on both the core departmental functions and the backlog of unmet departmental needs as documented in the duties analysis.

It is my hope that the Council uses the succession plan as a temporary bridge to a permanent solution. The solution, that I would strongly recommend, would be to consider at the appropriate time adding a Deputy Finance Director position. That time could be when I completely retire. Why? The Finance staffing, in my opinion, has been understaffed for a number of years.

The Finance Office past manpower requests were based in large part upon the growth in workload of the department from 2000 to 2007. During that period the Office had an increased role in forecasting, budgeting, water utility monitoring, water utility projections, water utility rate setting, sewer rate setting, group health rate setting, self insurance fund monitoring, TIF reporting, TIF projections, debt service management, financial strategy issues, auditing and financial management issues.

In the first request for additional manpower in 2008 it was noted that the department covered many issues but had insufficient resources to be able to do a thorough enough analysis of issues in as timely a manner as they should be addressed. Manpower was not able to be granted in the 2008 budget. The request was reevaluated and submitted for the 2009 budget submission as a Deputy Finance Director position reflecting the additional professional workload that needed to be covered by the department and to begin to have in place a person that could take over the financial operations of the City when the Director stepped down.

Unfortunately the Great Recession set in and the position was unable to be filled. The continuing results of the recession made consideration of the manpower request an impossibility in either the 2009 or 2010 budget submissions. The workload has continued to grow from 2007 to the present. The department has coped but has had to do a less thorough effort on each issue each year due to the number and complexity of the tasks being managed.

My first thoughts of stepping down came at the end of the 2011 budget preparation process – as that workload made the work not fun anymore. That mindset grew during the winter and into spring. The challenge was how to accomplish a seamless succession and achieve a proper staffing level. A succession plan was needed to ensure continuity and consistency of financial service delivery, accomplish a knowledge base transfer and maintain leadership development. The succession plan needed to be a temporary bridge. The ideal permanent solution is providing a Deputy Finance Director position when the transition period ends.

Some have questioned the necessity of a succession plan and an overlap period. A transition without a succession plan is doable. I have done it both ways. I did not have that benefit when I came to Franklin. Franklin had been vacant for ten months filled for sixteen months then vacant again for three months. It took two years before I felt that I had my hands around all aspects of the operation. By contrast earlier in my career I transitioned into an organization, larger and more complex than Franklin, where the prior CFO was retained and available for counseling and questioning, I was up to speed in about nine months.

As the Board of Directors you have the ultimate financial responsibility for all City actions. As your financial professional, I strongly recommend the succession plan concept as the best means to get your new CFO up to speed as soon as possible and at the same time allowing your old CFO time to work on the many special projects that exist that have not been able to be addressed. Then after your new CFO is up to speed give serious consideration to using the funding now being received by the old CFO to add a Deputy Finance Director position, to assist your new CFO in continuing the best in class financial management that the City is used to receiving.

As the Board of Directors you have to make and live with the direction and resources committed to financial management. I respect whatever decision you come to. That is why I have not been an active participant in the discussion of this issue. However, for full disclosure, if the decision is to move forward without what I view is a minimum commitment to an effective succession plan, such as I am offering, then my decision will be for full time retirement on August 1. Either way I encourage you to address the overall long term departmental staffing level during the upcoming budget process

Please keep in mind when reaching your decision some of the upcoming challenges:

- Budget forecast due July 22
- Capital and Personnel budgets due from departments August 3
- Budget worksheets to departments August 12
- Final tax collection reconciliation and payments due August 15 and 20
- Budget worksheets due from departments September 2
- Mayor's Recommended budget to be released September 26

In the event the hiring takes longer than projected the following fourth quarter tasks may be impacted:

- Finance Committee support during their review of the budget in October
- Preparation of the Budget Hearing notice
- Preparation of the Public hearing Budget Presentation
- Preparation of Franklin property tax rates
- Supervision of the preparation of property tax bill information
- Supervision of the December property tax collection
- Development of group health rates for 2012
- Budget Book Completion

Unfortunately I will be unavailable next Tuesday evening, but if you have any questions relative to this memo or the related agenda item please call me at 414-881-7510 anytime prior to the meeting to discuss.

A handwritten signature in black ink, appearing to read "Ed Pallen", with a long horizontal flourish extending to the right.

EMPLOYMENT AGREEMENT

This agreement made and entered into this ____ day of June, 2011 and effective August 1, 2011 which at that date supersedes the agreement dated the 17th day of August, 2006 by and between the City of Franklin (the "Employer") and Calvin A. Patterson (the "Employee").

In consideration of the mutual covenants and promises contained in this agreement, the Employer and the Employee agree as follows:

Section 1. Duties and Position. The Employer hereby agrees to employ the Employee in the capacity of Chief Financial Officer, with duties and responsibilities to supervise, direct, analyze, interpret and communicate the finance and treasury operations of the Employer, to provide management of the department, information and guidance to the Mayor, Director of Administration, Department Heads, Finance Committee, Common Council, Community Development Authority and Board of Water Commissioners and as more fully set forth by the City of Franklin "Job Description" approved by the Franklin Common Council on June 7, 2011 and to perform such other legally permissible and proper duties and functions, consistent with the scope of the job description, as the Mayor shall from time to time assign.

Deleted: Director of Finance & Treasurer, serving as the City's

Deleted: January 17, 2006

The Employee agrees to continue to perform at a professional level of competence the functions and duties of the position. Employee agrees to and shall be required to use his best efforts at all times to coordinate, streamline and make efficient city operations, under his scope of authority in accordance with the position description. To that end, it shall be the Employee's responsibility to take the initiative in investigating other areas where the financial operations may be coordinated, streamlined or made more efficient and Employee shall make recommendations in these areas. The Employee understands and agrees that an average level of performance is not acceptable under this contract and Employee must consistently exhibit above average skill, diligence and initiative in exercising the duties of this position.

Both parties acknowledge that if workloads exceed reasonable capacities, it will be necessary for the Mayor and/or Common Council to establish written goals and objectives and/or a prioritization of tasks to assist the Employee in the allocation of time and resources.

The Employee agrees to devote on a workload equivalent to half-time employment the time necessary to complete the duties and responsibilities normally expected of the position during the term of this contract. The employee shall track and report hours worked to the Director of Administration. Both parties acknowledge that the Employee must routinely devote time outside of normal office hours in the performance of the position's duties and that as an FLSA-exempt employee work hours remain flexible and are not fixed. As such, use of such flexible hours shall not require use of vacation or personal leave balances, provided, however, that such usage may not cover a full-day block of time without approval of the Mayor. The Mayor shall notify the Employee, if it is

deemed by the Employer, that the Employee is not balancing said demands reasonably or to the expectations of the City.

During the term of this Agreement, Employee shall not engage in any other employment, occupation, or consulting that would materially conflict or interfere with the performance of Employee's duties and responsibilities without the prior approval of the Mayor.

Section 2. **Term of Employment.** The term of this contract shall commence August 1, 2011 and terminate April 30, 2012, except as provided herein.

However, it is expressly agreed and understood by the parties hereto that the Employee is an at-will employee of the Employer. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time. It is further understood and agreed by the parties hereto that the Employee shall have no property right or vested interest in a renewal contract and no promise to renew shall be binding unless reduced to writing, approved by the Mayor and the Common Council.

Further, nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time subject only to Employee providing thirty (30) calendar days written notice of the Employee's intent to resign.

Section 3. **SALARY.** In consideration for the services rendered, the Employer will pay Employee a bi-weekly base salary of \$2,117.88, in the same manner as salaries of other city employees (currently bi-weekly and direct deposited to financial institution of employee's choice).

Section 4. **PERFORMANCE EVALUATION.** The Mayor shall review and evaluate the performance of Employee annually. Annually the Mayor shall define such goals and performance objectives for the Employee which the Mayor determines are necessary and required and within the scope of the job description.

In the event that Employee is terminated by Employer, except for just cause, a lump sum payment equal to ninety (90) calendar days of base salary shall be paid to Employee at termination date. The employee will be deemed to have retired at date of separation from employment, except in the event of termination for just cause.

Section 5. **BENEFITS.** Employee shall be entitled to 50% of such benefits (or at a 50% rate depending how the benefit is best described) as provided in the Ordinance Establishing Benefits for Full Time Non-Represented Management Employees of the City of Franklin and as otherwise established by the Common Council for exempt employees and as may be amended from time to time, with the following additions/modifications:

1. Employer upon execution of this agreement agrees to provide full employer paid family health benefit coverage to Employee for a period of three years. However, termination for just cause will void this retiree

Deleted: January 1, 2006,

Deleted: June 30, 2008

Deleted: A resolution may be submitted to the Franklin Common Council by April 1st, 2008 on whether to renew this contract for another year on the same terms and conditions except salary and benefit increases or as otherwise mutually agreed to. If the resolution does not pass by a majority vote, then Employee will be terminated June 30, 2008. If no resolution on renewal of this contract is submitted to the Common Council by April 1st, 2008, this contract will automatically be renewed for 12 months under the same terms and conditions, subject to salary and benefit increases. Thereafter, if no resolution on renewal of this contract is submitted to the Common Council by April 1st of each subsequent year this contract will automatically be renewed for 12 months under the same terms and conditions, subject to salary and benefit increases.¶

Deleted: \$3,653.85

Deleted: In addition to Employee's salary stated above, Employer shall pay to Employee any temporary assignment pay over and above this Agreement for any work performed by Employee for job responsibilities not covered in the "Job Description" approved by the Franklin Common Council on January 17, 2006 and included in the job description of other employees. Such temporary assignment pay shall be at a rate and for a duration as mutually agreed, except in the event a mutual agreement is not reached the rate and duration shall be as set by the Employer.¶
At the beginning of each automatically renewable term compensation equal to one half of the then current retiree health benefit for this Employee, as if this Employee had retired on that date, divided by 26 will be added to the bi-weekly base salary of the Employee for that term. This benefit is in lieu of the Employee not retiring and exercising the retiree health benefit for that period.¶

Deleted: Following and in conjunction with a satisfactory performance evaluation, the bi-weekly base salary will be increased by three-percent (3%), effective January 1st of each year beginning January 1, 2007.

Deleted: retiree

Deleted: at retirement

benefit. Coverage shall be as an active employee during the term of this agreement and as a retiree thereafter for the remaining portion of the three years.

2. Employee shall accrue 3.08 hours of vacation per pay period; which may be used at the discretion of the Mayor. All other leave balance types shall accrue at fifty percent of the rate specified in the referenced ordinance. Then current leave balance banks remain unaffected by the change in accrual rates.

Deleted: be entitled to 160 hours

Deleted: annually

Deleted: ,

3. Life insurance shall be maintained by Employer for the benefit of Employee at least equal to two (2) times the Employee's annualized bi-weekly base salary. In the event that Employer does not maintain such aforementioned life insurance in adequate amounts, Employer shall, within thirty (30) calendar days of Employee's death, pay to Employee's estate a lump sum payment equal to two times the Employee's annualized bi-weekly base salary less any insurance in force.

4. Employee will be provided with a City-paid cell phone to be used for business purposes and de minimis personal use.

5. Professional fees to be paid by the Employer at the discretion of the Mayor (GFOA, WGFOA, etc.)

6. The Employee may incur reasonable expenses for furthering the Employer's business, including expenses for entertainment, travel, and similar items. The Employer shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to Employer policy and subject to approval by the Mayor.

7. Employee shall upon reasonable notice, furnish such information and proper assistance to the Employer as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment. In addition, Employer agrees to provide indemnification from all claims pursuant to state statutes.

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8. Upon termination, except for just cause, severance shall be paid out applying 11 years of full-time service and additional completed years thereafter, if earned, shall be applied as half-time service.

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Section 6. RESIDENCY. During the term of this agreement, the employee shall not be required to become a resident of the City of Franklin.

Section 7. CONSULTING. During any period of retirement while the Employee is receiving retiree health benefits the Employer through its Mayor may contract with the Employee for the Employee to provide specific services on a project basis subject to the availability of the Employee.

Deleted: REDUCTION IN HOURS
In the event that Employee and Employer mutually agree to a reduction in the hours and responsibilities of the Employee the bi-weekly base salary of the Employee would be reduced. That reduction would be to an amount based upon the percentage of the hours to be worked bi-weekly divided by the eighty (80) hours in a bi-weekly pay period. During this period the Employer would continue to be responsible for the full health benefits.

†
Section 8.

Section 8. GENERAL PROVISIONS. The text herein shall constitute the entire agreement between the parties and may be amended or modified only by further written agreement between the parties.

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If any provisions or any portions of this agreement are held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

City of Franklin
By

Employee

Thomas M. Taylor, Mayor

Calvin A. Patterson

Dated: _____

Dated: _____

M E M O R A N D U M

DATE: June, 2, 2010
TO: Thomas M. Taylor, Mayor
FROM: Cal Patterson, Director of Finance & Treasurer

RE: Cost Savings and Cost Avoidance During last ten years

You asked for documentation of cost saving and cost avoidance actions taken in my position as Director of Finance & Treasurer. I will concentrate on the last four years as I had submitted a similar report covering my first six years in Franklin which is also attached. I have compiled the measurable cost saving and cost avoidance actions and the resulting savings from all ten years on an attached spreadsheet. The cost savings will amount to \$1,934,131 over time with \$694,742 incurred through 2009. The cost avoidance will amount to \$2,569,680 over time with \$476,401 incurred through 2009. There are many other savings and avoidances that are not easy to quantify but contribute to the overall effort.

The major accomplishments of the last four years:

- Researched two non tradition investment providers for the city's liquidity investments that provided from .5% to 1.5% in additional annual yield.
- Guided the City through the financial pitfalls of the last two years due to one of the most severe recessions in history.
- Accomplished the transition, implementation and fully funding of retire health benefits over the working lives of the employees from the old policy of funding the benefits as the retiree benefits were paid.
- Recommended and actively promoted the use of a trust for the funding of retiree health benefits resulting in a cost avoidance of \$161,000 per year over the thirty year implementation period.
- Switched reserve investment managers allowing for stretching out investment maturities prior to the significant drop in interest rates mitigating some of the significant drop in interest earning incurred by the City of Franklin.
- Promote and participated in the change in pension administration that had been recommended in 2002 and 2005 before being accomplished in 2008.
- Promoted the refinancing of the 2001 Bonds resulting in doubling the savings that had been projected by our financial advisor when initially proposed.

Accomplishments last six years:

- Recommended change in DPW pension plan administration and investments that will save \$168,000 annually
- Recommended refinancing CDA debt when others indicated that there were possible no savings in the refinancing that will save the CDA \$422,000 over six years
- Through financial policies instituted raised the City debt rating from single A to Aa2. Each step of ratings increase is approximately \$10,000 per million borrowed. The estimated savings in interest costs for the two step increase on the August 2005 \$10 Million issue is \$200,000 over the ten year life of those Notes
- Developed financial forecasting models with the Chairman for the Franklin Water Utility that indicated a substantial rate decrease was possible. Then managed the rate case with the Public Service Commission that resulted in a 17% decrease in Franklin water rates and the prepayment of all Franklin Water Utility debt.
- Substantial participant in the contested transfer of the Franklin Retail District from the Oak Creek Water Utility to the Franklin Water Utility which also involved contesting the resulting rate increase by the Oak Creek Water Utility that attempted to recover its loss of operating margin from the Retail District entirely from the wholesale customers. The result was the reduction in the wholesale increase from 20% to 8% a \$178,000 annual saving to Franklin Water Utility customers.
- Substantial participant in the negotiations with NM preparing the financial analysis that indicated how far the City of Franklin could go to retain NM and receive the benefits of a second building on that campus.
- Developed financial cash flow models for TIF district #2 that had previously been done by an outside financial advisor who received 90% of the information in his report from my office.
- Substantial participant in the development of TIF Districts 3 & 4 preliminary financial forecasts indicating the viability of pursuing the Districts, in the establishment of the Districts through the Joint Review Board and in monitoring the progress through updated cash flow modeling.
- Developed and implemented a debt strategy that has lowered the Debt Service Fund tax levy by \$600,000 in 2006 as compared to the 2002 levy.
- Performed additional duties in the Director of Administration's job description at the request of the Mayor for an eight month period.

Cost Savings and Cost Avoidance through actions taken


	Savings	2005	2006	2007	2008	2009	2010	2011	2012
Cost Savings:									
2006 Refinanced CDA Debt Saved CDA	422,204		250,183	106,915	621,326	(512,290)	(1,044,015)	1,000,085	
2007 Refinanced 2001 Bonds	783,252			45,615	(8,815)	(5,015)	(1,215)	2,585	(212,635)
2008 Implemented changes in DPW Pension Plan. Initial savings reduced by changes in investment climate	728,675				152,502	44,321	44,321	44,321	44,321
Total Cost Savings	1,934,131	-	250,183	152,530	765,013	(472,984)	(1,000,909)	1,046,991	(168,314)
						694,742		740,824	
Cost Avoidance									
2005 Increased debt rating A to Aa2 (Now Aa1)									
2005 Debt Issuance @10bp	72,444	10,444	9,975	9,800	9,325	8,650	7,875	6,800	5,225
2006 Debt Issuance @10bp	44,067		6,667	10,000	10,000	8,850	6,200	2,350	
2007 Refinanced Debt Issuance @10bp	99,559			6,562	9,875	9,775	9,675	9,575	9,165
2007 Taxable Debt Issuance @10bp	58,536			6,611	9,700	9,093	8,472	7,840	7,193
2008 Debt Issuance @10bp	41,439				10,039	9,400	8,500	7,000	4,750
2008 Implemented OPEB Trust-Annual savings	2,253,635				161,086	160,549	161,000	161,000	161,000
Total Cost Avoidance	2,569,680	10,444	16,642	32,973	210,025	206,317	201,722	194,565	187,333
						476,401		872,688	
Total Cost Savings and Avoidance	4,503,811	10,444	266,825	185,503	975,038	(266,667)	(799,187)	1,241,556	19,019
						1,171,143		1,613,512	

Cost Savings:

	2013	2014	2015	2016	2017	2018	2019	2020	2021
2006 Refinanced CDA Debt Saved CDA									
2007 Refinanced 2001 Bonds	(89,315)	215,975	288,545	(158,855)	(203,303)	51,615	79,015	387,570	391,485
2008 Implemented changes in DPW Pension Plan. Initial savings reduced by changes in investment climate	44,321	44,321	44,321	44,321	44,321	44,321	44,321	44,321	44,321
Total Cost Savings	(44,994)	260,296	332,866	(114,534)	(158,982)	95,936	123,336	431,891	435,806

Cost Avoidance

2005 Increased debt rating A to Aa2 (Now Aa1)									
2005 Debt Issuance @10bp	3,250	1,100							
2006 Debt Issuance @10bp									
2007 Refinanced Debt Issuance @10bp	8,495	7,900	7,355	6,495	5,300	4,115	2,925	1,755	592
2007 Taxable Debt Issuance @10bp	6,530	3,097							
2008 Debt Issuance @10bp	1,750								
2008 Implemented OPEB Trust-Annual savings	161,000	161,000	161,000	161,000	161,000	161,000	161,000	161,000	161,000
Total Cost Avoidance	181,025	173,097	168,355	167,495	166,300	165,115	163,925	162,755	161,592
Total Cost Savings and Avoidance	136,031	433,393	501,221	52,961	7,318	261,051	287,261	594,646	597,398

APPROV 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/7/11
REPORTS & RECOMMENDATIONS	Employment Agreement for Calvin Patterson as Director of Finance & Treasurer and Chief Financial Officer	ITEM NUMBER 69

At their meeting of 5/17/11, the Common Council directed that the Director of Administration submit a proposed, amended employment agreement between the City of Franklin and Cal Patterson. The primary purpose of the revision is to incorporate the approved strategy for succession planning for the department that anticipates a one-year term with the possibility for early termination after six months, potential extensions if needed, and potential, hourly, contracted service following retirement.

The following summarizes the purpose/intent of the primary changes as numbered on the "marked up" version of the agreement (attached).

1. Written to cover that his job title doesn't change until a person is hired as a planned replacement.
2. Reconciles the employment agreement with the Job Description for Chief Financial Officer.
3. Sets the timeline for Cal moving to half time. He has provided a written confirmation of his desired timeline (a copy of which is attached). So, instead of retiring on August 1st, this employment agreement permits him to move to half-time at that point. Since the City does not currently have any half-time managers, the Agreement requires that he report hours worked to the Director of Administration.
4. Sets the initial term as "Chief Financial Officer" to one year, as per Common Council direction. This section eliminates the automatic renewal/extension language that is in the current contract. It retains the ability to extend the contract by 6-month intervals, but any such extension requires Common Council action; it is not automatic.
5. This contract retains the "at-will" status language of the current contract which gives the greatest flexibility for termination moving forward and is an important Human Resources consideration. Although the early termination language matches the Council directive (at 6 months), I recommend retaining the right for termination during that period if it is "for cause" or by mutual agreement.
6. In conjunction with retaining our right to "at-will" status following 180 days (6 months), Cal retains his right to provide a 30-day notice following 180-days.
7. Salary remains at his current rate, but is cut in half at the point he moves to half time. The automatic annual increase clause is eliminated. The incentive pay for not retiring is removed from this contract as it would have expired at the end of June, 2011.
8. Simply indicates that the benefit rate moves to 50% at the time that the hours worked goes to 50%.
9. Incorporates the existing health insurance continuation language into the new term, but starts the clock on the three-year term such that it includes the period during which Cal is working half-time.

10. Addresses existing Severance language since the Non-Rep benefits ordinance didn't anticipate part-time status. Generally, he is to get full-time severance for the years he worked full-time and half-time severance thereafter.

11. Cal's prior contract didn't address dental coverage after full-time employment. This language treats him as other part-time, non-represented employees during his active employment, and similarly extends to him the COBRA option as would be extended to any other separating employee.

12. Sets an agreed upon rate for contracted service following the discontinuation of his role as Chief Financial Officer. The rate approximates his current hourly rate with typical payroll and tax adjustments and is very reasonable for a professional contracted service at this level. The language also notes that authorized appropriations are required, thereby, effectively retaining Common Council control use of this contract feature.

As a continuation of the prior contract and provided the job description for Chief Financial Officer was approved, this agreement fairly addresses a contract term that extends active employment on a half-time basis during the transition period associated with a planned succession strategy. To that end, staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to approve the Employment Agreement between the City of Franklin and Calvin Patterson as Director of Finance & Treasurer and Chief Financial Officer and that said agreement be executed by the Mayor.

EMPLOYMENT AGREEMENT

This agreement made and entered into this ____ day of June, 2011 by and between the City of Franklin (the "Employer") and Calvin A. Patterson (the "Employee").

In consideration of the mutual covenants and promises contained in this agreement, the Employer and the Employee agree as follows:

Section 1. Duties and Position. The Employer hereby agrees to employ the Employee in the capacity of Director of Finance & Treasurer, serving as the City's Chief Financial Officer, until such time that another individual is hired by the Employer as the Director of Finance & Treasurer, at which time the Employee will serve in the capacity of Chief Financial Officer, which position description shall be adopted at the discretion of the Common Council. As Director of Finance & Treasurer the Employee will have the duties and responsibilities to supervise, direct, analyze, interpret and communicate the finance and treasury operations of the Employer; to provide management of the department, information and guidance to the Mayor, Director of Administration, Department Heads, Finance Committee, Common Council, Community Development Authority and Board of Water Commissioners; and as more fully set forth by the City of Franklin "Job Description" approved by the Franklin Common Council on January 17, 2006 and as amended May 17, 2011, to perform such other legally permissible and proper duties and functions, consistent with the scope of the job description, as the Mayor shall from time to time assign. When serving under the job description of Chief Financial Officer, as approved by the Common Council June of 2011 the Employee will have the responsibility for supervision, oversight, and direction of the Director of Finance and Treasurer and will have the authority to allocate duties and responsibilities of the Director of Finance and Treasurer to himself as Chief Financial Officer.

The Employee agrees to continue to perform at a professional level of competence the functions and duties of the position. Employee agrees to and shall be required to use his best efforts at all times to coordinate, streamline and make efficient city operations, under his scope of authority in accordance with the position description. To that end, it shall be the Employee's responsibility to take the initiative in investigating other areas where the financial operations may be coordinated, streamlined or made more efficient and Employee shall make recommendations in these areas. The Employee understands and agrees that an average level of performance is not acceptable under this contract and Employee must consistently exhibit above average skill, diligence and initiative in exercising the duties of this position.

Both parties acknowledge that if workloads exceed reasonable capacities, it will be necessary for the Mayor and/or Common Council to establish written goals and objectives and/or a prioritization of tasks to assist the Employee in the allocation of time and resources.

The Employee agrees to devote the time necessary to complete the duties and responsibilities normally expected of the position during the term of this contract. The Employee and Employer agree, however, that effective August 1, 2011, the Employee shall switch to a schedule and workload equivalent to half-time employment. Employee and Employer further agree that such half-time schedule and workload includes evening meetings; is intended to be an average schedule for the period commencing and following August 1, 2011; and that the Employee does have access to the City's approved Flex-time Policy. The Employee shall track and report hours worked to the Director of Administration.

Additionally, both parties acknowledge that the Employee must routinely devote time outside of normal office hours in the performance of the position's duties and that as an FLSA-exempt employee work hours remain flexible and are not fixed. As such, use of such flexible hours shall not require use of vacation or personal leave balances, provided, however, that such usage may not cover a full-day block of time without approval of the Mayor. The Mayor shall notify the Employee, if it is deemed by the Employer, that the Employee is not balancing said demands reasonably or to the expectations of the City.

During the term of this Agreement, Employee shall not engage in any other employment, occupation, or consulting that would materially conflict or interfere with the performance of Employee's duties and responsibilities without the prior approval of the Mayor.

Section 2. Term of Employment. The initial term of this contract shall commence July 2, 2011, and shall terminate one-year after a new Director of Finance and Treasurer is hired and assumes the duties of the position, except as otherwise provided for herein. Prior to the end of each contract term the Franklin Common Council may take action to extend the contract for a six-month period on the same terms and conditions.

However, it is expressly agreed and understood by the parties hereto that the Employee is an at-will employee of the Employer. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, except that during the first 180 days after a new Director of Finance and Treasurer is hired and assumes the duties of the position such termination shall be for cause or by mutual agreement. It is further understood and agreed by the parties hereto that the Employee shall have no property right or vested interest in a renewal contract and no promise to renew shall be binding unless reduced to writing, approved by the Mayor and the Common Council. In the event that Employee is terminated by Employer prior to the end of a contract term, the employee will be deemed to have retired at the date of separation from employment.

Further, following 180 days after a new Director of Finance and Treasurer is hired and assumes the duties of the position, which deadline shall not apply in the event of mutual agreement, nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign/retire at any time

subject to Employee providing thirty (30) calendar days written notice of the Employee's intent to resign/retire.

Section 3. SALARY. In consideration for the services rendered and effective with the initial term of the agreement, the Employer will continue to pay the Employee the same base salary in effect prior to this amended contract, which amount is \$4,235.77 bi-weekly. Effective 8/1/11 the base salary shall be \$2,117.88 for the remaining terms of the agreement.

Salary payments shall be made in the same manner as salaries of other city employees (currently bi-weekly and direct deposited to financial institution of employee's choice).

Section 4. PERFORMANCE EVALUATION. The Mayor shall review and evaluate the performance of Employee at his discretion. The Mayor shall define such goals and performance objectives for the Employee which the Mayor determines are necessary and required and within the scope of the job description.

Section 5. BENEFITS. Prior to August 1, 2011, except as otherwise provided for herein, the Employee shall be entitled to such benefits as provided in the Ordinance Establishing Benefits for Full Time Non-Represented Management Employees of the City of Franklin and as otherwise established by the Common Council for exempt employees and as may be amended from time to time at the discretion of the Common Council, with the additions/modifications indicated below and with wages/salary as indicated in Section 3 above. Commencing with August 1, 2011, Employee shall be entitled to 50% of such benefits (or at a 50% rate depending how the benefit is best described) as provided in the Ordinance Establishing Benefits for Full Time Non-Represented Management Employees of the City of Franklin and as otherwise established by the Common Council for exempt employees and as may be amended from time to time at the discretion of the Common Council, with the additions/modifications indicated below and with wages/salary as indicated in Section 3 above.

1. Employer upon execution of this agreement agrees to provide full employer paid family health benefit coverage to Employee for a period of three years. However, termination for just cause will void this retiree benefit. Coverage shall be as an active employee during the term(s) of this agreement and as a retiree thereafter for the remaining portion of the three years.

2. Employee shall continue to accrue 6.16 hours of vacation per pay period; however, effective 8/1/11, the Employee's accrual shall reduce to 3.08 hours of vacation per pay period, which may be used at the discretion of the Mayor. Effective 8/1/11 all other leave balance types shall accrue at fifty percent of the rate specified in the referenced ordinance. Then current leave balance banks remain unaffected by the change in accrual rates.

3. Life insurance shall be maintained by Employer for the benefit of Employee at least equal to two (2) times the Employee's annualized bi-weekly base salary. In the event that Employer does not maintain such aforementioned life insurance in adequate amounts, Employer shall, within thirty (30) calendar days of Employee's death, pay to Employee's estate a lump sum payment equal to two times the Employee's annualized bi-weekly base salary less any insurance in force.

4. Employee will be provided with a City-paid cell phone to be used for business purposes and for minimal personal use.

5. Professional fees to be paid by the Employer at the discretion of the Mayor (GFOA, WGFOA, etc.)

6. The Employee may incur reasonable expenses for furthering the Employer's business, including expenses for entertainment, travel, and similar items. The Employer shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to Employer policy and subject to approval by the Mayor.

7. Employee shall upon reasonable notice, furnish such information and proper assistance to the Employer as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment. In addition, Employer agrees to provide indemnification from all claims pursuant to state statutes.

8. Upon termination, except for termination for just cause, Severance shall be paid out applying 11 years of full-time service and additional completed years thereafter, if earned, shall be applied as half-time service.

9. Effective August 1, 2011, Employee may continue to take family or single dental insurance by paying half of the monthly premium each month while an active employee. Upon termination or retirement, the Employee is eligible to continue dental coverage under COBRA and in accordance with COBRA provisions and timelines.

Section 6. RESIDENCY. During the term of this agreement, the employee shall not be required to become a resident of the City of Franklin.

Section 7. CONSULTING. During any period of retirement while the Employee is receiving retiree health benefits the Employer through its Mayor and/or Common Council may contract with the Employee for the Employee to provide specific services on an hourly basis at \$75 per hour or on a project basis at a mutually agreed upon fee subject to the availability of the Employee and authorized appropriations.

Section 8. GENERAL PROVISIONS. The text herein shall constitute the entire agreement between the parties and may be amended or modified only by further written agreement between the parties. Following execution and upon its effective date, this Agreement supersedes the prior Employment Agreement.

If any provisions or any portions of this agreement are held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

City of Franklin
By _____

Employee

Thomas M. Taylor, Mayor

Dated: _____

Calvin A. Patterson

Dated: _____

EMPLOYMENT AGREEMENT

This agreement made and entered into this 15 day of June, 2011, by and between the City of Franklin (the "Employer") and Calvin A. Patterson (the "Employee").

In consideration of the mutual covenants and promises contained in this agreement, the Employer and the Employee agree as follows:

Section 1. Duties and Position. The Employer hereby agrees to employ the Employee in the capacity of Director of Finance & Treasurer, serving as the City's Chief Financial Officer, until such time that another individual is hired by the Employer as the Director of Finance & Treasurer, at which time the Employee will serve in the capacity of Chief Financial Officer, which position description shall be adopted at the discretion of the Common Council. As Director of Finance & Treasurer, the Employee will have the duties and responsibilities to supervise, direct, analyze, interpret and communicate the finance and treasury operations of the Employer, to provide management of the department, information and guidance to the Mayor, Director of Administration, Department Heads, Finance Committee, Common Council, Community Development Authority and Board of Water Commissioners; and as more fully set forth by the City of Franklin "Job Description" approved by the Franklin Common Council on January 17, 2006 and as amended May 17, 2011, to perform such other legally permissible and proper duties and functions, consistent with the scope of the job description, as the Mayor shall from time to time assign. When serving under the job description of Chief Financial Officer, as approved by the Common Council June of 2011 the Employee will have the responsibility for supervision, oversight, and direction of the Director of Finance and Treasurer and will have the authority to allocate duties and responsibilities of the Director of Finance and Treasurer to himself as Chief Financial Officer.

The Employee agrees to continue to perform at a professional level of competence the functions and duties of the position. Employee agrees to and shall be required to use his best efforts at all times to coordinate, streamline and make efficient city operations, under his scope of authority in accordance with the position description. To that end, it shall be the Employee's responsibility to take the initiative in investigating other areas where the financial operations may be coordinated, streamlined or made more efficient and Employee shall make recommendations in those areas. The Employee understands and agrees that an average level of performance is not acceptable under this contract and Employee must consistently exhibit above average skill, diligence and initiative in exercising the duties of this position.

Both parties acknowledge that if workloads exceed reasonable capacities, it will be necessary for the Mayor and/or Common Council to establish written goals and objectives and/or a prioritization of tasks to assist the Employee in the allocation of time and resources.

The Employee agrees to devote the time necessary to complete the duties and responsibilities normally expected of the position during the term of this contract. The Employee and Employer agree, however, that effective August 1, 2011, the Employee shall switch to a schedule and workload equivalent to half-time employment. Employee and Employer further agree that such half-time schedule and workload includes evening meetings. It is intended to be an average schedule for the period commencing and following August 1, 2011; and that the Employee does have access to the City's approved Flex-time Policy. The Employee shall track and report hours worked to the Director of Administration.

Additionally, both parties acknowledge that the Employee must routinely devote time outside of normal office hours in the performance of the position's duties and that as an FLSA-exempt employee work hours remain flexible and are not fixed. As such, use of such flexible hours shall not require use of vacation or personal leave balances, provided, however, that such usage may not cover a full-day block of time without approval of the Mayor. The Mayor shall notify the Employee, if it is deemed by the Employer, that the Employee is not balancing said demands reasonably or to the expectations of the City.

During the term of this Agreement, Employee shall not engage in any other employment, occupation, or consulting that would materially conflict or interfere with the performance of Employee's duties and responsibilities without the prior approval of the Mayor.

Section 2. Term of Employment. The initial term of this contract shall commence July 2, 2011, and shall terminate one-year after a new Director of Finance and Treasurer is hired and assumes the duties of the position, except as otherwise provided for herein. Prior to the end of each contract term the Franklin Common Council may take action to extend the contract for a six-month period on the same terms and conditions.

However, it is expressly agreed and understood by the parties hereto that the Employee is an at-will employee of the Employer. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, except that during the first 180 days after a new Director of Finance and Treasurer is hired and assumes the duties of the position, such termination shall be for cause or by mutual agreement. It is further understood and agreed by the parties hereto that the Employee shall have no property right or vested interest in a renewal contract and no promise to renew shall be binding unless reduced to writing, approved by the Mayor and the Common Council. In the event that Employee is terminated by Employer prior to the end of a contract term, the employee will be deemed to have retired at the date of separation from employment.

Further, following 180 days after a new Director of Finance and Treasurer is hired and assumes the duties of the position, which deadline shall not apply in the event of mutual agreement, nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign/retire at any time

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Deleted: by April 1 st , 2008 on whether to renew this contract for another year
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Deleted: If the resolution does not pass by a majority vote, then Employees will be terminated June 30, 2008. If the resolution of renewal of this contract is not approved by the Common Council by April 1 st , 2008, this contract will automatically be renewed for 12 months under the same terms and conditions, subject to salary and benefit increases. The resolution of renewal of this contract is submitted to the Common Council by April 1 st of each subsequent year this contract will automatically be renewed for 12 months under the same terms and conditions, subject to salary and benefit increases.

subject Employee providing thirty (30) calendar days written notice of the Employee's intent to resign/retire.

Section 3. SALARY. In consideration for the services rendered and effective with the initial term of the agreement, the Employer will continue to pay the Employee the same base salary in effect prior to this amended contract, which amount is \$4,235.77 bi-weekly. Effective 8/1/11 the base salary shall be \$2,117.88 for the remaining terms of the agreement.

Salary payments shall be made in the same manner as salaries of other city employees (currently bi-weekly and direct deposited to financial institution of employee's choice).

Section 4. PERFORMANCE EVALUATION. The Mayor shall review and evaluate the performance of Employee at his discretion. The Mayor shall define such goals and performance objectives for the Employee which the Mayor determines are necessary and required and within the scope of the job description.

Section 5. BENEFITS. Prior to August 1, 2011, except as otherwise provided for herein, the Employee shall be entitled to such benefits as provided in the Ordinance Establishing Benefits for Full Time Non-Represented Management Employees of the City of Franklin and as otherwise established by the Common Council for exempt employees and as may be amended from time to time at the discretion of the Common Council, with the additions/modifications indicated below and with wages/salary as indicated in Section 3 above. Commencing with August 1, 2011, Employee shall be entitled to 50% of such benefits (or at a 50% rate depending how the benefit is best described) as provided in the Ordinance Establishing Benefits for Full Time Non-Represented Management Employees of the City of Franklin and as otherwise established by the Common Council for exempt employees and as may be amended from time to time at the discretion of the Common Council, with the additions/modifications indicated below and with wages/salary as indicated in Section 3 above.

1. Employer upon execution of this agreement agrees to provide full employer paid family health benefit coverage to Employee for a period of three years. However, termination for just cause will void this retiree benefit. Coverage shall be as an active employee during the terms of this agreement and as a retiree thereafter for the remaining portion of the three years.

2. Employee shall continue to accrue 6.16 hours of vacation per pay period; however, effective 8/1/11, the Employee's accrual shall reduce to 3.08 hours of vacation per pay period, which may be used at the discretion of the Mayor. Effective 8/1/11 all other leave balance types shall accrue at fifty percent of the rate specified in the referenced ordinance. Then current leave balance banks remain unaffected by the change in accrual rates.

3. Life insurance shall be maintained by Employer for the benefit of Employee at least equal to two (2) times the Employee's annualized bi-weekly base salary. In the event that Employer does not maintain such aforementioned life insurance in adequate amounts, Employer shall, within thirty (30) calendar days of Employee's death, pay to Employee's estate a lump sum payment equal to two times the Employee's annualized bi-weekly base salary less any insurance in force.

4. Employee will be provided with a City-paid cell phone to be used for business purposes and de minimis personal use.

5. Professional fees to be paid by the Employer at the discretion of the Mayor (GFOA, WGFOA, etc.)

6. The Employee may incur reasonable expenses for furthering the Employer's business, including expenses for entertainment, travel, and similar items. The Employer shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to Employer policy and subject to approval by the Mayor.

7. Employee shall upon reasonable notice, furnish such information and proper assistance to the Employer as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment. In addition, Employer agrees to provide indemnification from all claims pursuant to state statutes.

8. Upon termination, except for termination for just cause, Severance shall be paid out applying 11 years of full-time service and additional completed years thereafter, if earned, shall be applied as half-time service.

9. Effective August 1, 2011, Employee may continue to take family or single dental insurance by paying half of the monthly premium each month while an active employee. Upon termination or retirement, the Employee is eligible to continue dental coverage under COBRA and in accordance with COBRA provisions and timelines.

Section 6. RESIDENCY. During the term of this agreement, the employee shall not be required to become a resident of the City of Franklin.

Section 7. CONSULTING. During any period of retirement while the Employee is receiving retiree health benefits the Employer through its Mayor and/or Common Council may contract with the Employee for the Employee to provide specific services on an hourly basis at \$75 per hour or on a project basis at a mutually agreed upon fee subject to the availability of the Employee and authorized appropriations.

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Deleted: base salary of \$3,053.05;
Deleted: In addition to Employer's salary stated above, Employer shall pay to Employee any temporary assignment pay over and above this assignment pay for responsibilities not covered in the "Job Description" approved by the Franklin Common Council on January 17, 2006 and included in the job description of other employees. Employer's compensation pay shall be at a rate and for a duration as mutually agreed, except in the event a mutual agreement is not reached the rate and duration shall be as set by the Employer. At the beginning of each automatically renewable term compensation shall equal to one half of the then current retiree health benefit for full-time employees. If this Employee had remained employed, the bi-weekly base salary will be increased by 28 percent of the Employee's final term. This benefit is in lieu of the Employee not retiring and exercising the retiree health benefit for that period.]

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Deleted: Following and in conjunction with a satisfactory termination of the Employee's employment, the bi-weekly base salary will be increased by three percent (3%), effective January 1, 2007.

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Deleted: In the event that Employee is terminated for just cause, a lump sum payment equal to thirty (30) calendar days of base salary shall be paid to Employee at termination date. The employee will be deemed to have retired at date of termination and shall be eligible to elect in the event of termination for just cause.]

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In the event that Employee and Employer mutually agree to a reduction in the number of hours of the Employee's bi-weekly base salary of the responsibilities of the Employee the reduction would be to an amount less than the original number of hours to be worked as indicated by the eighty (80) hours in a bi-weekly pay period. During this period the Employer would continue to be responsible for the full health benefits.
Section 8.

Sec. 1. GENERAL PROVISIONS. The text herein shall constitute the entire agreement between the parties and may be amended or modified only by further written agreement between the parties. Following execution and upon its effective date, this Agreement supersedes the prior Employment Agreement.

If any provisions or any portions of this agreement are held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

City of Franklin
By _____

Employee

Thomas M. Taylor, Mayor
Dated: _____

Calvin A. Patterson
Dated: _____

Defined: 1

Defined: 1



May 18, 2011


To: Mark Luberda, Director of Administration
From: Cal Patterson, Director of Finance & Treasurer
Subject: Notice of Intent to Transition to Part time Status


Based upon the action on this subject at last night's Common Council meeting and our recent conversations on this same subject, I wish to inform you of my intent to initially transition to a half time status effective August 1, 2011 and at a later time to full retirement. This decision is subject to the necessary changes in my employment agreement being made and approved by the Common Council.

This notice is being provided at this time to enable you to advertise for the replacement of the Director of Finance & Treasurer position as soon as possible. As you are aware it is important for the next person to be on board as soon as possible so as to be able to participate as much as possible in the development of the 2012 recommended budget.

The primary motivation of my action is reduce the stress and complexity in my life and to provide for a smooth transition from one CFO to the next. But I would be remiss if I did not point out that the present workload of the position was a factor in reaching my decision to go to a part time status and transition out. At that time I hope that the organization will give serious consideration to addressing the departmental workload.

Again it has been a pleasure to provide financial direction on a full time basis to the City and work with the other employees of the City for a better Franklin for the past eleven years.


Calvin A. Patterson

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/21/11
<div data-bbox="337 184 409 262"></div> <div data-bbox="159 258 365 317">Reports and Recommendations</div>	<div data-bbox="462 258 1182 405">Ordinance to restructure the Economic Development Mission Process Administration of the City of Franklin to create the Forward Franklin Economic Development Committee (Ald. Taylor)</div>	<div data-bbox="1271 258 1471 283">ITEM NUMBER</div> <div data-bbox="1304 338 1425 388"><i>C. 11.</i></div>

At the Common Council meeting of 6/7/11 the restructuring of the Economic Development Commission was referred to the June 21, 2011 Common Council meeting to allow for further review of the Citizens for Community Development proposal.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2011-_____ to restructure the Economic Development Mission Process Administration of the City of Franklin to Create the Forward Franklin Economic Development Committee.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2011-_____

AN ORDINANCE TO RESTRUCTURE THE ECONOMIC DEVELOPMENT MISSION
PROCESS ADMINISTRATION OF THE CITY OF FRANKLIN TO CREATE THE
FORWARD FRANKLIN ECONOMIC DEVELOPMENT COMMITTEE

WHEREAS, the Common Council created the Industrial Development Commission of the City of Franklin pursuant to Ordinance No. 81 on February 7, 1961, its charge in part and efforts thereafter being the development of the Franklin Industrial Park; and

WHEREAS, the Common Council adopted Resolution No. 84-2278, A Resolution to Reactivate the Industrial Development Commission, on November 7, 1984, as the Industrial Development Commission had become dormant following the accomplishment of its prior primary charge to fully develop the Franklin Industrial Park, and it was time to refocus the City's efforts towards new or expanded industrial park development; and

WHEREAS, the Common Council adopted Ordinance No. 86-895 on June 17, 1986, which changed the name of the Industrial Development Commission to the Economic Development Commission, as well as the composition of the Commission; and the Common Council having changed the composition of the Commission from time to time thereafter; and

WHEREAS, the initial primary charge of the Economic Development Commission was the development of an expansion to the Franklin Industrial Park, pursuant to the provisions of Ordinance No. 85-864, creating Planned Development District No. 7, adopted on June 18, 1985, and the Franklin Industrial Park Deed Restrictions and Protective Covenants/Architectural Controls, as adopted and amended by Resolution No. 88-3189 and Resolution No. 90-3473; and

WHEREAS, the Economic Development Commission has completed the accomplishment of its prior primary charge to fully develop the expansion of the Franklin Industrial Park under Planned Development District No. 7 and

WHEREAS, the Common Council having considered the Commission's accomplishment and the potential of restructuring and refocusing the process administration of the economic development mission of the City to serve the current existing and potential future economic development of the City of Franklin.

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

SECTION 1: §10.8. of the Municipal Code of Franklin, Wisconsin, be and the same is hereby repealed and the Economic Development Commission is thereby dissolved. §10.8. of the Municipal Code of Franklin, Wisconsin, thereupon, is hereby recreated to read as set forth below, in part creating the Forward Franklin Economic Development Committee, which in all respects shall be the successor to the Economic Development Commission for all purposes, including, but not limited to all legal and equitable purposes.

“§10.8. Forward Franklin Economic Development Committee.

- A. Purpose. 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 Community Development Authority 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.
- B. Composition. The Committee shall be comprised of 7 members, one of whom shall be an Alderman. A quorum of the Committee shall be a majority of the members. The members of the Committee shall be appointed by the Mayor, confirmed by the Common Council and shall serve without compensation.
- C. Terms of office. The Common Council member shall serve during his/her term of elected office and the term of the Common Council member shall expire, without regard to the qualification of any successor, upon the expiration of the term of elected office during which the Common Council member was appointed, or earlier upon the vacancy of such office. The initial terms of the remaining 6 members shall be as follows: three members shall serve for one year and three members shall serve for two years, from July 1 in the year of their appointment. Thereafter, each regular non-Aldermanic appointment shall be made for a term of two years.
- D. Organization.

- (1) Meetings. Meetings shall be held monthly (at a minimum) and at the call of the Chairman or a majority of the Committee members appointed and shall be open to the public.
- (2) Standing and special committees. The Chairman may appoint standing and special committees.
- (3) Minutes. Minutes shall be kept showing all actions taken, resolutions, findings, determinations, transactions and recommendations made; and a copy shall be filed with the City Clerk as a public record.

E. Duties.

- (1) Assist the Community Development Authority to determine types and locations of commercial and manufacturing zoning throughout the City, for report and recommendation to the Plan Commission and Common Council, as the Community Development Authority may determine appropriate or necessary from time to time.
- (2) Determine and target, with direction from the Community Development Authority and input from City staff, specific industries, businesses and commercial developments for the various parcels zoned for such uses throughout the City and determine the economic impact of such developments compared to various other types of developments such as condominiums, single-family homes, apartments and the like. The economic evaluation should consider tax benefits and job growth, as well as the potential costs associated with various developments such as costs for roads, police and fire services, schools and other public facilities and services.
- (3) Act as a liaison to developers of commercial, industrial and retail business developments throughout the City. Assist and guide businesses and developers through the various procedures and departments.
- (4) Develop and implement a retention program to retain existing businesses in the City.

- (5) Develop and implement a plan to solicit businesses for relocation to the City.
 - (6) Work with City departments to enhance services to the business community.
 - (7) Determine local, state and federal tax incentives and other inducements for attracting quality businesses and developments.
 - (8) Develop a comprehensive marketing strategy to include promotional materials, public relations efforts, surveys and the enhancement of the City's existing web site from a marketing perspective.
- F. The Community Development Authority is hereby charged with the Duties as set forth under Subsection E. above, as may be otherwise required under Wis. Stat. § 66.1335(4), and with the oversight of the Forward Franklin Economic Development Committee, accordingly.
- G. The Forward Franklin Economic Development Committee Chairman or designee shall appear at each regular Community Development Authority meeting and otherwise as directed by the Authority Chairman, to report upon the activities of the Committee.
- H. The Forward Franklin Economic Development Committee shall be the successor to all rights, duties, interests and obligations of the Economic Development Commission and the Franklin Industrial Commission as may be set forth in all other actions, ordinances and resolutions of the City of Franklin adopted prior to the effective date of this Section (July 1, 2011) and all other agreements and documents executed and actions taken pursuant thereto, including, but not limited to Ordinance No. 85-864, creating Planned Development District No. 7, as amended, and the Franklin Industrial Park Deed Restrictions and Protective Covenants/Architectural Controls, as adopted and amended by Resolution No. 88-3189 and Resolution No. 90-3473, as amended."

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

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

SECTION 4: This ordinance, following its passage and publication, shall take effect and be in force from on and after July 1, 2011.

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

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

APPROVED:


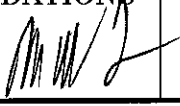
Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>DS</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/21/11
Reports and Recommendations	Restructuring of the Economic Development Commission to allow for further review of the Citizens for Community Development proposal (as moved by Ald. Taylor at the 6/7/11 Common Council meeting)	ITEM NUMBER C. 12.
<p>At the 6/7/11 Common Council meeting Alderman Taylor moved to refer the restructuring of the Economic Development Commission to the June 21, 2011 Common Council meeting to allow for further review of the Citizens for Community Development proposal.</p>		
<p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p>		

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/21/11
REPORTS & RECOMMENDATIONS 	Subrogation Claim from West Bend Mutual Insurance Company for their Insured, Animal Campus, LLC, whose Employee was Bitten by a City of Franklin Police K-9 Dog	ITEM NUMBER 6.13.

Subrogation Claim from West Bend Mutual Insurance Company, the workers compensation carrier for Animal Campus, LLC, who has paid workers compensation benefits to or on behalf of Animal Campus' employee who was bitten by a City of Franklin Police K-9 dog on March 16, 2011. West Bend Mutual Insurance Company alleges the incident occurred due to the City of Franklin's negligence. The Common Council may enter closed session pursuant to §19.85(1)(e) and (g), Stats., to consider a subrogation claim of West Bend Mutual Insurance Company, the workers compensation carrier for Animal Campus, LLC, who has paid workers compensation benefits to or on behalf of Animal Campus' employee who was bitten by a City of Franklin Police K-9 dog on March 16, 2011 and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Staff recommends denial of the claim pursuant to Wisconsin Statute 893.80(1g), based upon and in concurrence with the insurance adjuster that the injured party is more than 50% comparatively negligent and as such, recovery is barred.

COUNCIL ACTION REQUESTED

The Common Council may enter closed session pursuant to §19.85(1)(e) and (g), Stats., to consider a subrogation claim from West Bend Mutual Insurance Company, the workers compensation carrier for Animal Campus, LLC, who has paid workers compensation benefits to or on behalf of Animal Campus' employee who was bitten by a City of Franklin Police K-9 dog on March 16, 2011 and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Motion to deny the subrogation claim of West Bend Mutual Insurance Company pursuant to Wisconsin Statute 893.80(1g), based upon and in concurrence with the insurance adjuster that the injured party is more than 50% comparatively negligent and as such, recovery is barred.

2011 JUN 10 11:12:13
CITY OF FRANKLIN

June 7, 2011



City of Franklin
Attn: Lisa Huening
9229 Loomis Rd.
Franklin, WI 53132

1700 Opdyke Court
Auburn Hills, Michigan
48326
(248) 371-3100
(800) 225-6561
(248) 371-3091 fax
www.midwestclaims.com

Program:	League of Wisconsin Municipalities Mutual Insurance
Our Insured:	City of Franklin
Date of loss:	3/16/2011
Claim #:	WI8 153718
Claimant:	West Bend Mutual Insurance Company
Their Insured:	Animal Campus, LLC
Injured Party:	Francis Wesolowski

Dear Ms. Huening,

Midwest Claims Service, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance through which the City of Franklin is insured. We are in receipt of the above-stated subrogation claim from the West Bend Mutual Insurance Company. West Bend Mutual is the workers compensation carrier for the Animal Campus, LLC, and has advised that Francis Wesolowski, an employee of the Animal Campus, LLC, was bitten by a City of Franklin police K-9 on March 16, 2011. West Bend Mutual has paid workers compensation benefits to or on behalf of their employee, Francis Wesolowski, and alleges that this incident occurred due to City's negligence.

We recommend that the City of Franklin deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will shorten the statute of limitations period to six months. The basis of the denial is that the injured party is more than 50% comparatively negligent and as such, recovery is barred.

Please send your disallowance directly to West Bend Mutual Insurance at the following address and reference their claim number (listed below).

*West Bend Mutual Insurance Company
Attn: Kathy Bellis
1900 S. 18th Ave.
West Bend, WI 53095*

Their Claim# AD35268

This disallow should be sent certified or registered mail and must be received by the claimant within 120 days after you received the claim. Please send copy of denial to our address as stated above.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Lowther', with a stylized, flowing script.

Jessica Lowther, SCLA
Senior Claims Adjuster

Enclosure

CC: R&R INSURANCE

June 7, 2011



West Bend Mutual Insurance Company
Attn: Kathy Bellis
1900 S. 18th Ave.
West Bend, WI 53095

1700 Opdyke Court
Auburn Hills, Michigan
48326
(248) 371-3100
(800) 225-6561
(248) 371-3091 fax
www.midwestclaims.com

Program:	League of Wisconsin Municipalities Mutual Insurance
Our Insured:	City of Franklin
Date of loss:	3/16/2011
Claim #:	WI8 153718
Claimant:	West Bend Mutual Insurance Company
Your Claim #:	AD35268
Their Insured:	Animal Campus, LLC
Injured Party:	Francis Wesolowski

Dear Ms. Bellis,

Midwest Claims Service, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance through which the City of Franklin is insured. We are in receipt of the above-stated subrogation claim concerning the recovery of workers compensation benefits paid by West Bend Mutual Insurance Company on behalf of or to Animal Campus LLC employee, Francis Wesolowski. You have advised that Ms. Wesolowski was bitten by a City of Franklin police K-9 on March 16, 2011 and that this incident occurred due to the City's negligence.

Please be advised that we have recommended the City of Franklin deny this claim. Our investigation has revealed that the injured party is more than 50% comparatively negligent for this loss and therefore, your subrogation claim is barred from recovery.

Sincerely,

Jessica Lowther, SCLA
Senior Claims Adjuster

Cc: City of Franklin
R&R INSURANCE



THE SILVER LINING™

RECEIVED
CITY OF FRANKLIN
2011 MAY 13 PM 12:11

May 10, 2011

CITY CLERK
9229 W LOOMIS ROAD
FRANKLIN WI 53132

Claim No.: AD35268
Insured: ANIMAL CAMPUS LLC
Claimant: FRANCIS IRENE WESOLOWSKI
Date of Loss: 03/16/2011

Dear City Clerk:

West Bend Mutual Insurance Company is the worker's compensation carrier for Animal Campus LLC. We are investigating a work-related incident that occurred on 03/16/2011 due to your negligence.

We have paid \$291.77 to date for injuries sustained when our insured's employee was bitten by one of your police dogs.

Under the provisions of the applicable Workers Compensation Law, West Bend Mutual Insurance Company is subrogated to the rights of the injured worker. It is our intention to seek full reimbursement from you for all payments made as a result of this incident.

If you would rather have us contact your insurance carrier directly, please forward this letter to them. We ask that receipt of this letter be acknowledged within the next 30 days by whoever is representing you in this matter. If you are not insured, please contact us immediately.

Sincerely,

KATHY BELLIS, AIC, CSRP
SENIOR SUBROGATION CLAIM REP
(262) 365-2913 or (800) 236-5010 Extension 2913
Fax: (262) 335-7000
KBELLIS@WBMI.COM

WB-2223 (05-10)

Faxed to Midwest
5/19/11

FRANKLIN POLICE DEPARTMENT

MATTER OF REPORT

IN THE MATTER OF: K-9 Bite / Animal Campus - K-9 Charlie

TO: Captain Noel

INCIDENT:

DATE: 03/17/2011

OFFICER: Sgt. Curtis A. Goens

PAGE: - 1 -

On Wednesday, 03/16/11, at 0546 hours, I received a phone call from PO MILLER regarding the boarding of K-9 Charlie. PO MILLER left a voice mail message stating that he received a call from Animal Campus stating that K-9 Charlie bit one of their employees during his stay at Animal Campus. I attempted a return phone call to PO MILLER with negative results.

On Thursday, 03/17/11, at 0715 hours, I made contact with General Manager Nick M PACKARD, M/W, 12/28/80 at Animal Campus. PACKARD stated that he was taking Charlie out with another employee Fran WESOLOWSKI. PACKARD said that he had Charlie on a leash and was taking him out to a private run area. When they were out in the run area, Charlie was still on the leash and WESOLOWSKI was telling PACKARD how she was nervous of German Shepherds. WESOLOWSKI bent down to show the scar from a dog bite she received from a German Shepherd previously. When she bent down and lifted her pant leg, Charlie saw her motion and lunged at her. WESOLOWSKI tried to jump away and Charlie bit her on the upper right thigh. PACKARD said he yelled "Stop No" and Charlie released and returned to his side and sat down. WESOLOWSKI was taken for treatment and received 3 puncture wounds from the dog bite and will miss three days of work. PACKARD said they were at fault for the incident.

I asked PACKARD what instructions PO MILLER gave them regarding the handling of Charlie. PACKARD said that PO MILLER told them to have CHARLIE on a leash at all times. They were also told to have his toy with him (Kong). PACKARD said that they were given the list of commands that the handlers use with Charlie.

I told PACKARD to limit one employee at a time handling Charlie when taking him out to the run area

I attempted contact with WESOLOWSKI via phone (414-467-8438) with negative results.

Respectfully,

Sgt. Curtis A. Goens #12
SGT Curtis A. Goens #12

03/17/11
Date

Capt Noel #5
Supervisor's Signature

03/17/11
Date

3-7-11 MET w/ INSPECTION / CAPT NOEL:
- Review incident to determine appropriateness of Bite
- Do on scene inspection of Animal Campus to determine all methods of
Charlie to be kept off live until re-trained and certified. Exercise
Chad M. Turner

FRANKLIN POLICE DEPARTMENT**MATTER OF REPORT**

IN THE MATTER OF: K-9 Bite / Animal Campus - K-9 Charlie
TO: Captain Noel

INCIDENT:

DATE: 03/23/2011

OFFICER: Sgt. Curtis A. Goens

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On Tuesday, 03/22/11, I met with Frances I WESOLOWSKI, F/W, 09/19/86 at Animal Campus, 10930 West Loomis Road, Franklin, to question her regarding getting bit by Canine Charlie who was being boarded at their facility.

WESOLOWSKI said that when she arrived for work, the manager, Nick M PACKARD, M/W, 12/28/80, asked her if she wanted to come and see Canine Charlie while he let him out in the private run area. WESOLOWSKI said that the employees were excited that a police dog was being boarded at the facility and were excited to see Charlie.

WESOLOWSKI said that they walked out to the fenced in area and were standing on the north end of the building by the air conditioning units. WESOLOWSKI said she was standing approximately 3 feet from the air conditioning units which were behind her. She said PACKARD was standing in front of her approximately 2 feet with Canine Charlie on a leash. WESOLOWSKI said that Canine Charlie was walking around close to her by walking behind her and possibly through her legs. During this time WESOLOWSKI was telling PACKARD how she had gotten bit by a German shepherd in the past, and how these types of dogs make her nervous. WESOLOWSKI said that she bent down to pull up her right pant leg to show a previous dog bite and Canine Charlie bit her on the lower leg calf area. WESOLOWSKI said that she turned to the left and swatted at Canine Charlie and he released but then bit her on the upper thigh. WESOLOWSKI said that he held on for a few seconds until PACKARD realized what was happening and yelled at Charlie to release. WESOLOWSKI said that Canine Charlie released.

WESOLOWSKI said that PACKARD then took Canine Charlie back inside to his kennel and returned to check on her injuries. WESOLOWSKI said that she had three (3) puncture wounds to her upper thigh. WESOLOWSKI said that she eventually went to the St Luke's Medical Center, 9200 West Loomis Road, Franklin, after the punctures continued to bleed and because of the pain from the extreme pressure from the bite.

WESOLOWSKI said that because they were puncture wounds, the doctor could not do anything for her but give her medication and told her to remain at home for a few days. During her follow up visit, she was told that her leg is healing well.

FRANKLIN POLICE DEPARTMENT

MATTER OF REPORT

IN THE MATTER OF: K-9 Bite / Animal Campus - K-9 Charlie

TO: Captain Noel

INCIDENT:

DATE: 03/23/2011

OFFICER: Sgt. Curtis A. Goens

PAGE: - 2 -

I asked WESOLOWSKI if she had any contact with Canine Charlie previously to this incident. She said that she did have contact once previously to the incident where she pet him. She said that Canine Charlie really didn't pay any attention to her during that contact.

I asked WESOLOWSKI what instructions she was given for dealing with Canine Charlie. She said that he was to remain on a leash when taking him out and that he was not to have any contact with other dogs. She said that an information sheet was posted on the door of his kennel. She also said they were given a command sheet by PO MILLER. Attached are the kennel and command sheets.

I also spoke with Gail C PRIHODA, F/W, 08/04/54 regarding her contact with Canine Charlie. PRIHODA said that she let him out the day after the incident and that she had no problems. She said that after the bite incident that only one employee would be with him while letting him out. She said Canine Charlie has a lot of energy. I asked PRIHODA if she saw Canine Charlie be aggressive toward anyone else during his stay and she said no.

PO FLETCHER responded and took photos of WESOLOWSKI wounds. Attached are the photos.

WESOLOWSKI said that she didn't want anything to happen to Canine Charlie although she doesn't want anyone else to get bit by him. She was visibly upset regarding the incident as she was holding back tears while speaking with me. PACKARD also stated to me during my initial interview with him that he considered not contacting PO MILLER or the Police Department because he believes they were at fault and that he didn't want anything to happen to Canine Charlie.

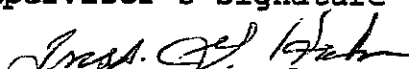

Respectfully,

 #12
SGT Curtis A. Goens #12

03/23/11
Date

 #5
Supervisor's Signature

03/03/11
Date

 03/23/11
 3-23-11

APPROVAL <i>GW</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE June 21, 2011
REPORTS AND RECOMMENDATIONS	Potential public acquisition of property located at approximately 7501 South 49th Street, Tax Key No. 788-9981-000, for the public purposes of flood management and stormwater control, park access and additional access to Pleasant View Elementary School	ITEM NUMBER <i>C.14.</i>

Potential acquisition terms with regard to the above subject matter item have been reviewed with representatives of The Conservation Fund, the Milwaukee Metropolitan Sewerage District and the Wisconsin Department of Natural Resources. The City Attorney recommends that the potential acquisition terms be considered by the Common Council in closed session for the reasons set forth below.

COUNCIL ACTION REQUESTED

The Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to consider the potential public acquisition of property located at approximately 7501 South 49th Street, Tax Key No. 788-9981-000, for the public purposes of flood management and stormwater control, park access and additional access to Pleasant View Elementary School, the terms and provisions of such an acquisition and the investing of public funds, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/21/2011
<div data-bbox="316 184 381 262"><i>(Signature)</i></div> Licenses and Permits	Miscellaneous Permits	ITEM NUMBER <i>H.I.</i>
<div data-bbox="191 489 1039 527">See attached list from meeting of June 17 & June 21, 2011</div> <div data-bbox="565 1661 1058 1698">COUNCIL ACTION REQUESTED</div>		

****REVISED**

414-425-7500

License Committee

Agenda*

Alderman's Room

June 17, 2011 – 11:00 am to 1:40 pm

and June 21, 2011 - 5:30 pm

1.	Call to Order & Roll Call	Time		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator - Renewal 5:20 p.m. June 21, 2011	Magolan, Michael J W125 S8583 Country View Ct Muskego, WI 53150 Tuckaway Country Club			
Operator - New 5:30 p.m. June 21, 2011	Shannon L Piotrowski 6401 W Burdick Ave Milwaukee, WI 53219 Eric's Setback			
Operator - New 5:40 p.m. June 21, 2011	Scheele, Steven J 3284 N Oakland Ave Milwaukee, WI 53211 Wal-Mart			
Class A Combination 2011-12	Balpreet Enterprises, LLC 6611 S 27 th St Anupreet Bal, Agent			
Class A Combination 2011-12	Mega Marts, LLC d/b/a: Pick n Save 7780 S Lovers Lane Rd Victoria S Brown, Agent			
Class A Combination 2011-12	Open Pantry Food Marts of Wisconsin, Inc 7610 W Rawson Ave James L Schutz, Agent			
Class A Combination 2011-12	Sam's East, Inc 6705 S 27 th St David J Atkinson, Agent			
Class A Combination 2011-12	Shaq Enterprises, LLC d/b/a: Gas Station on Forest Home Ave 11123 W Forest Home Ave Muhammad S Naeem, Agent			
Class A Combination & Day Care 2011-12	Ultra Mart Foods, LLC 7201 S 76 th St Lief E Nelson, Agent Frank Sarillo, Mgr Day Care			
Class A Combination & Pharmacy 2011-12	Walgreen co. d/b/a: Walgreens #05884 9527 S 27 th St Latina L Veal, Agent			
Class A Combination & Pharmacy 2011-12	Walgreen co. d/b/a: Walgreens #05459 9909 W Loomis Rd Neil J Morgenthaler, Agent			
Class A Combination 2011-12	Wisconsin CVS Pharmacy, LLC 5220 W Rawson Ave Mark E Schmidt, Agent			
Class B Beer 2011-12	Chai Gardens 6409B S 27 th St Joseph Ty, Owner			

Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Combination And Entertainment & Amusement 2011-12	The Bowery, LLC 3023 W Ryan Rd Roger W Hein, Agent			
Class B Combination And Entertainment & Amusement 2011-12	Buckhorn Inn 9461 S 27 th St Christopher Matecki, Owner			
Class B Combination And Entertainment & Amusement 2011-12	Crystal Ridge, Inc 7900 W Crystal Ridge Dr John Kaishian, Agent			
Class B Combination 2011-12	ERJ Dining III, LLC 6439 S 27 th St Paul S Thompson, Agent			
Class B Combination And Entertainment & Amusement 2011-12	Federation of Croatian Societies, Inc d/b/a: Croatian Park 9100 S 76 th St Josef Becker, Sr, Agent			
Class B Combination And Entertainment & Amusement 2011-12	Formula Four, Inc d/b/a: Jakob's Pub 6951 S Lovers Lane Rd Donald E Wick, Agent			
Class B Combination And Entertainment & Amusement 2011-12	H, B & H, LLC d/b/a: On the Border 10741 S 27 th St Daniel F Hay, Agent			
Class B Combination And Entertainment & Amusement 2011-12	The Landmark of Franklin, LLC 11401 W Swiss St Lorie Beth Knaack Helm, Agent			
Class B Combination Entertainment & Amusement 2011-12	Little Cancun Restaurant 7273A S 27 th St Veronica M Cervera, Owner			
Class B Combination Entertainment & Amusement 2011-12	Polonia Sport Club, Inc 10200 W Loomis Rd Mark Medrek, Agent			
Class B Combination And Entertainment & Amusement 2011-12	Rawson Pub, Inc 5621 W Rawson Ave Steven D Schweitzer, Agent			
Class B Combination And Entertainment & Amusement 2011-12	TJAL Holdings, Inc d/b/a: Irish Cottage 11433 W Ryan Road Roseann C Losiniecki, Agent			
Class B Combination And Entertainment & Amusement 2011-12	Two Brothers Property Holdings, LLC 9419 S 27 th St Vaso Dragicevic, Agent			
Class B Combination And Entertainment & Amusement 2011-12	Wild Breed Inc 11430 W Swiss St Cynthia A Girmscheid, Agent			
Pharmacy 2011-12	Aurora Pharmacy #1011 6572 S Lovers Lane Rd James A Wittenberg, Manager			

Type/ Time	Applicant Information	Approve	Hold	Deny
Pharmacy 2011-12	Aurora Pharmacy 9200 W Loomis Rd Jill Gates, Manager			
Pharmacy 2011-12	Sam's Pharmacy 6705 S 27 th St Kirsten Busse, Manager			
Mobile Homes 2011-12	D&K Management VIII, LLC d/b/a: Badger Mobile Home Park 6405 S 27 th St Wendy S Winograd, Owner			
Mobile Homes 2011-12	Franklin Mobile, LLC d/b/a: Franklin Mobile Estates 6361 S 27 th St David E Steinberger, Owner			
Coin Machine Operator 2011-12	S & P Equipment 5025 S Packard Ave Cudahy, WI 53110 Salvatore Purpora, Owner			
Day Care 2011-12	Amy's Academy 9758 S Airways Ct Amy Sidello, Manager			
Day Care 2011-12	Kinder Care Learning Center 6350 S 108 th St Lisa Kopplin, Manager			
Day Care 2011-12	Mrs Rikki's Structured Day Care 11224 W Forest Home Ave Rochelle Boyce, Owner			
Entertainment & Amusement 2011-12	Family Tree Haus, LLC 5080 W Ashland Way Mark Haushalter, Owner			
Entertainment & Amusement 2011-12	Innovative Health & Fitness 8800 S 102 nd St Timothy Beyer, Manager			
Entertainment & Amusement 2011-12	Jump Zone 6544 S 108 th St Susan, Haines, Manager			
Entertainment & Amusement 2011-12	Milwaukee County Sports Complex 6000 W Ryan Rd Joe Mrozinski, Manager			
Entertainment & Amusement 2011-12	Milwaukee County Oakwood Golf Course 3600 W Oakwood Rd Joe Mrozinski, Manager			
Entertainment & Amusement 2011-12	Milwaukee County Whitnall Park Golf Course 6701 S 92 nd St Joe Mrozinski, Manager			
Entertainment & Amusement 2011-12	Show Time Cinema 8910 S 102 nd St Nancy Berchem, Manager			

License Committee Agenda

Alderman's Room

June 17, 2011– 11:00 am – 1:40 pm & 6/21/2011 – 5:30 pm

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Type/ Time	Applicant Information	Approve	Hold	Deny
Operator – New 2011-12	Coley, Denise A 7345 S Delaine Dr Oak Creek, WI 53154 Wal-Mart			
Operator – New 2011-12	Guelzow, Michael L 641 Aber Dr Waterford, WI 53185 Chili's Grill & Bar			
Operator – New 2011-12	Hackl, Rachel R 9667 W Forest Home Ave #3 Hales Corners, WI 53130 Wal-Mart			
Operator – New 2011-12	Hasenstein, Dale G 2100 E LeRoy Ave St Francis, WI 53235 Root River Center			
Operator – New 2011-12	Kassel, Samantha K 1129 E Clarke St Milwaukee, WI 53212 Crystal Ridge Ski Area			
Operator – New 2011-12	Rafalski, Patrick M 2951 W Parnell Ave #204 Milwaukee, WI 53221 Wal-Mart			
Operator – New 2011-12	Schartz, Jenna K 6780 Redwood Ct Franklin, WI 53132 Walgreens			
Operator – New 2011-12	Stark, Carey L 9830 W Plainfield Ave Greenfield, WI 53228 Wal-Mart			
Operator – Renewal 2011-12	Baum, Gail M 3411 S Chicago Ave #8 South Milwaukee, WI 53172 Buckhorn Inn			
Operator – Renewal 2011-12	Chezem, Lorrie M 7970 S Wildwood Dr #201 Oak Creek, WI 53154 Wal-Mart			
Operator – Renewal 2011-12	Connors, Jennifer M 1825 W Timber Ridge Ln Oak Creek, WI 53154 The Bowery Bar & Grill			
Operator – Renewal 2011-12	Decker, Carol S 1624 S 61 st St West Allis, WI 53214 Wal-Mart			
Operator – Renewal 2011-12	Delgado, Julie T 6853 W Kathleen Ct Franklin, WI 53132 The Irish Cottage			
Operator – Renewal 2011-12	Dilaveri, Ekrem 4360 Victory Creek Dr Franklin, WI 53132 Mulligan's Irish Pub			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator – Renewal 2011-12	Dragicevic, Bosko 9419 S 27 th St Franklin, WI 53132 Two Brothers			
Operator – Renewal 2011-12	Drapes, Kristi L 7679 S Logan Ave Oak Creek, WI 53154 Wal-Mart			
Operator – Renewal 2011-12	Hiracheta, Rebecca A 4609 S Packard Ave Cudahy, WI 53110 Wal-Mart			
Operator – Renewal 2011-12	Hutts, Lisa M 5612 Euston St Greendale, WI 53129 Pick n Save – 76 th St			
Operator – Renewal 2011-12	Janssen, Stefanie J 5774 Euston St Greendale, WI 53129 The Hideaway Pub & Eatery			
Operator – Renewal 2011-12	Jensen, Ellen L 2415 W Hilltop Ln Oak Creek, WI 53154 Buckhorn Inn			
Operator – Renewal 2011-12	Kaishian, Tammy S 2323 S 92 nd St West Allis, WI 53227 Crystal Ridge Ski Area			
Operator – Renewal 2011-12	Kharel, Sabitri B 7819 S Scepter Dr #32 Franklin, WI 53132 Quick Chek			
Operator – Renewal 2011-12	Klecza, Eric 6880 S Highfield Dr Oak Creek, WI 53154 Root River Center			
Operator – Renewal 2011-12	Klein, Wyatt C 1421 17 th Ave South Milwaukee, WI 53172 On the Border			
Operator – Renewal 2011-12	Kuchan, Victoria L S63 W18417 Martin Dr Muskego, WI 53150 The Wild Breed			
Operator – Renewal 2011-12	Lehman, John B 11871 Woodland Cir Hales Corners, WI 53130 Root River Center			
Operator – Renewal 2011-12	Luce, Dawn R 2956 Chicory Rd Racine, WI 53403 Wal-Mart			
Operator – Renewal 2011-12	Martens-Parthun, Deborah A 5373 S Merrill Ave Cudahy, WI 53110 Wal-Mart			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator – Renewal 2011-12	Matecki, Mark J 1007 W Morgan Ave Milwaukee, WI 53221 Buckhorn Inn			
Operator – Renewal 2011-12	Meyer, Matthew J 2428 N 8 th St Sheboygan, WI 53083 On the Border			
Operator – Renewal 2011-12	Miller, Janet 2737 S 58 th St Milwaukee, WI 53219 Pick n Save – 76 th St			
Operator – Renewal 2011-12	Mischuk, Tracy L S70 W14873 Cornell Cir Muskego, WI 53150 The Hideaway Pub & Eatery			
Operator – Renewal 2011-12	Ottesen, Niles A S 70 W20150 Adrian Dr Muskego, WI 53150 Crystal Ridge Ski Area			
Operator – Renewal 2011-12	Owen, Terry A W150 S7655 Dorothy Dr Muskego, WI 53150 Crystal Ridge Ski Area			
Operator – Renewal 2011-12	Poteracki, Tanina M 12101 W Beloit Rd #5 Greenfield, WI 53228 Pick n Save – 76 th St			
Operator – Renewal 2011-12	Rivette, Cynthia M 2251 S 71 st St West Allis, WI 53219 The Hideaway Pub & Eatery			
Operator – Renewal 2011-12	Schmitt, Sloan T 12045 W St Martins Rd Franklin, WI 53132 Romey's Place			
Operator – Renewal 2011-12	Sporleder, Deborah E S108 W16327 Loomis Dr Muskego, WI 53150 Pick n Save – 76 th St			
Operator – Renewal 2011-12	Tairi, Mary E 3644 E Layton Ave Cudahy, WI 53110 Wal-Mart			
Operator – Renewal 2011-12	Templin, Holly A 12168 W Virginia Cir #6 Franklin, WI 53132 Romey's Place			
Operator – Renewal 2011-12	Varga, Kathleen A 2605 Rebecca Dr Racine, WI 53402 Walgreens – 76 th St			
Operator – Renewal 2011-12	Walsgrove, Lukas J 913 Milwaukee Ave #2 South Milwaukee, WI 53172 Open Pantry			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator – Renewal 2011-12	Weiss, Sharon A 550 W Riverwood Ave #104 Oak Creek, WI 53154 Pick n Save – 76 th St			
Operator – Renewal 2011-12	Westphal, Justin A 1227 E Oklahoma Ave Milwaukee, WI 53207 Wal-Mart			
Operator – Renewal 2011-12	Wink, Amber L 14735 W Rogers Dr New Berlin, WI 53151 Romey's Place			
Operator – Renewal 2011-12	Zielinski, Jennifer M 8605 S 81 st St Franklin, WI 53132 Walgreens – 76 th St			
Operator – Renewal 2011-12	Zolinski, Jennifer M 209 E Bradley Ave Milwaukee, WI 53207 Eric's Setback			
Operator – Temporary 2011-11	Bergner, John E 8501 Parkland Dr Franklin, WI 53132 Civic Celebration July 2 to 4, 2011			
Operator – Temporary 2011-11	Knackert, Robert A 9049 S 83 rd St Franklin, WI 53132 Civic Celebration July 2 to 4, 2011			
Operator – Temporary 2011-11	Knackert, Wendy C 9049 S 83 rd St Franklin, WI 53132 Civic Celebration July 2 to 4, 2011			
Operator – Temporary 2011-11	Megna, Anthony M 10321 W Church St Franklin, WI 53132 Civic Celebration July 2 to 4, 2011			
Operator – Temporary 2011-11	Reichl, Michael B 7557 Drake Ln Franklin, WI 53132 Civic Celebration July 2 to 4, 2011			
Operator – Temporary 2011-11	Sawinski, Brian K 6707 Parkedge Cir Franklin, WI 53132 Civic Celebration July 2 to 4, 2011			
Extra Ordinary Entertainment & Amusement	Alterra Coffee Bean Classic Mountain Bike Race Person in Charge: Todd Sommers 7900 W Crystal Ridge Dr June 23 & 24, 2011			
People Uniting for the Betterment of Life and Investment in the Community (“PUBLIC”) Grant	Boy Scouts of America – Eagle Scout Project Eagle Scout: Matt Gall Fee Waivers: Sign Fees Location: Timber Wolf Preservation Society, 6669 S 76 th St			
** Class B Combination 2011-12	RLGIDI, Inc d/b/a: Casa Di Giorgio 3137 W Rawson Ave Rex Idrizi, Agent			
4.	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>CAF</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/21/2011
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I. 1.</i>
<p> Provided separately for Council approval is a list of vouchers Nos.138812 through 138963 in the amount of \$1,006,123.69. Included in this listing is \$90.02 in Library Fund vouchers. The net City vouchers are \$1,006,033.67. </p> <p> Approval is requested for the net payroll of June 17, 2011 in the amount of \$ 354,450.65. </p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p> Motion approving net City vouchers in the range of Nos.138812 through 138963 in the amount of \$ 1,006,033.67. </p> <p> Approval is requested for the net payroll of June 17, 2011 in the amount of \$ 354,450.65. </p>		