

CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, MARCH 20, 2012, 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 March 6, 2012.
- D. Hearings
- E. Organizational Business
 - 1. Boards and Commissions Appointments
 - a. Carl Heigl; Parks Commission-Ald. Dist. #3.
- F. Letters and Petitions
- G. Reports and Recommendations
 - 1. Forward Franklin Economic Development Committee budget/business plan (Ald. Taylor).
 - 2. Authorize expenditure of or appropriation of funds for a Tax Increment District No. 2 closing ceremony.
 - 3. Ordinance to Amend §80-9. "Keeping of Vicious or Barking Dogs" of the Municipal Code of the City of Franklin, Wisconsin, to Provide for More Specific Remedial Regulation.
 - 4. Resolution conditionally approving a 2 lot Certified Survey Map, being a division of Parcel 1 of Certified Survey Map No. 6201, in part of the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southeast 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (H-D Franklin, LLC) (10000 S. Franklin Drive and 4777 W. Ironwood Drive).
 - 5. Request to revise Resolution No. 2005-5965 to expand review by the Mayor of all vouchers of the City and not just those over \$5,000.00 (Mayor Taylor).
 - 6. Room Tax Potential Legislation.
 - 7. Resolution awarding contract to the lowest bidder, Stark Asphalt, in the amount of \$90,200.00 for the installation of final payment surface in the Innovative Wellness Center (W. Falcon Lane and S. 100th Street).
 - 8. Position vacancy upon the retirement of the Sewer and Water Superintendent.
 - 9. Amend the Civil Service System Personnel Administration Program to reinstate a prior policy related to application of vacation allowance for Dispatchers.
 - 10. Interim Quarry Blast Monitoring Proposal from Aquifer Science & Technology.
 - 11. Change orders for the Ryan Creek Interceptor (RCI) to enlarge manholes in three of the four contracts for the installation of sanitary sewer serving the southwest portion of the City.
 - 12. Resolution authorizing officials to execute an Engineering Services Agreement with Ruckert-Mielke for the sanitary sewer extension in W. Ryan Road from S. 112th Street to the City limits.

13. Acquisition of land for the construction of a multi-use trail on the west side of S. 51st Street from a point 1075 feet north of W. Rawson Avenue to W. Princeton Drive to acquire Parcel No. 2 located at 6881 S. 51st Street. The Council may enter closed session pursuant to Wis. Stat. §19.85(1)(e), to discuss the acquisition of land for the construction of a trail on the west side of S. 51st Street from a point 1075 feet north of W. Rawson Avenue to W. Princeton Drive to acquire Parcel No. 2 located at 6881 S. 51st Street 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 Forward Franklin Economic Development Commission may attend this meeting to gather information about an agenda item over which the Forward Franklin Economic Development Commission has decision-making responsibility. This may constitute a meeting of the Forward Franklin Economic Development Commission per State ex rel. Badke v. Greendale Village Board, even though the Forward Franklin Economic Development Commission will not take formal action at this meeting.

REMINDERS:

March 22	Plan Commission	7:00 p.m.
April 2	Committee of the Whole AND Common Council	6:30 p.m.
April 3	Spring Election	7:00 a.m.-8:00 p.m.

APPROVAL <i>Slee</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/20/12
ORGANIZATIONAL BUSINESS	Boards and Commissions Appointments	ITEM NUMBER <i>E.1.a.</i>

Several terms of offices on various Boards and Commissions have or will be expiring. The Mayor may have appointments for Council confirmation:

Parks Commission

Carl Heigl, term expires 4/30/12

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132
414-425-7500
414-425-6428 (Fax)

Thank you for your interest in serving on a City Board, Commission, or Committee. In order that consistent information be provided to the Common Council, you are asked to complete the following:

Personal Information:

Name

Dr. Carl H. Heigl

Address

3838 W. Dory Ct;
Franklin, WI 53132

Phone Number

414.423.9133

Email Address

drheigl@milwpc.com

Years as a Franklin resident

9

Alderman or District No. (if known)

KRISTEN WILHELM DIST 3

Area of Interest:

Please check the box next to the Board, Commission, or Committee of greatest interest. If checking more than one, please prioritize your top three choices in the space given below, listing the first as top priority and so on.

- Architectural Review Board
- Community Development Authority
- Environmental Commission
- Fair Commission
- Fire and Police Commission
- Library Board
- Civic Celebrations Commission
- Ethics Board
- Finance Committee
- Forward Franklin Economic Develop. Comm.
- Board of Health
- Parks Commission

- Personnel Committee
- Board of Public Works
- Technology Commission
- Board of Zoning & Building Appeals
- Waste Facilities Monitoring Committee
- Plan Commission
- Board of Review
- Board of Water Commissioners
- Waste Facility Siting Committee

If more than 1 box is checked above, please prioritize your choices listing the first as top priority and so on:

Finance
Parks

Why are you interested in joining this (these) particular Board and/or Committee/Commission?

Based on my educational and experiential background I know that I can provide / make a positive contribution to my community.

Volunteer or Work Experience:

Begin with your most recent employment and continue with all past 10 years of employment.

Job 1

Company Name	Heigl Chiropractic & Wellness Center
Address	4810 Northwestern Avenue Racine, WI 53406
Telephone	262.681.2273
Start Date / Position	September 1988
End Date / Position Upon Leaving	Present

DR. CARL H. HEIGL, MBA, DC, DACBSP, DABAAHP

Office:

4810 NORTHWESTERN AVENUE
RACINE, WISCONSIN 53406
(262) 681-CARE (2273)

(262) 215-7246 (cell) – preferred
Email: drheigl@milwpc.com

Residence:

3838 W. DORY COURT
FRANKLIN, WISCONSIN 53132
(414) 423-9133

CAREER SUMMARY:

With the combination of my scholastic qualifications and professional experiences I have been provided the opportunity to create / develop, implement and participate in a variety of special projects. I have been given the opportunity to Break the Barrier of Good Enough and to Be the Best.

EDUCATION:

May 2010	National Alliance of Medical Auditing Specialists (NAMAS) Medical Chart Audit Training Course Madison, Wisconsin
April 2010	Post Doctoral Certification DOT Physicals / Blood and Alcohol Testing Palmer University / College of Chiropractic Davenport, Iowa
September 2008	Post Doctoral Certification Impairment Rating and Disability Evaluation: Sixth Edition Dr. R. E. Cohen National Health University Lombard, Illinois
August 2007	State of Wisconsin Board of Chiropractic Examiners: Nutrition Counseling Certification
May 2006	Post Doctoral Certification Koren Specific Technique – KST Dr. Tedd Koren

- October 2003 Post Doctoral Certification
The Spine Research Institute of San Diego
Dr. Arthur Croft
Los Angeles College of Chiropractic
Los Angeles, California
- January 2000 Diplomate American Board of Anti Aging Health Providers
(DABAAHP)
American Board of Anti Aging Health Providers
- April 1999 Completed Post Doctoral course work for
Diplomate American Board of Chiropractic Neurology
(DABCN) and Diplomate International Academy of
Chiropractic Neurology (DIACN)
National College of Chiropractic
Lombard, Illinois
- March 1999 Completed Post Doctoral course work for
Diplomate American Board of Anti Aging Health Providers
(DABAAHP)
New York College of Chiropractic
Seneca Falls, New York
- September 1996 Post Doctoral Certification Brain Stem Specialist, in the
Science of Chiropractic
Dr. Michael Kale
Life College of Chiropractic
Marietta, Georgia
- January 1995 Diplomate American Chiropractic Board of Sports Physicians
(DACBSP)
American Chiropractic Board of Sports Physicians
- May 1993 Completed Post Doctoral course work for
Diplomate American Chiropractic Board of Sports
Physicians (DACBSP)
Northwestern College of Chiropractic
Bloomington, Minnesota
- November 1992 Post Doctoral Certification Impairment Rating for Disability Evaluation.
Dr. Stanley Kaplan
Parker College of Chiropractic
Dallas, Texas

January 1992	Post Doctoral Certification Applied Spinal Disability and Spinal Impairment Evaluation. Dr. John Mazlon Parker College of Chiropractic Dallas, Texas
October 1991	Certified Chiropractic Sports Physician (CCSP) American Chiropractic Board of Sports Physicians
May 1991	Completed Post Doctoral course work for Physical Fitness and Sports Injuries Northwestern College of Chiropractic Bloomington, Minnesota
June 1988	Doctor of Chiropractic (DC) Palmer College of Chiropractic Davenport, Iowa
1983-1984	Pre-Chiropractic Studies University of Wisconsin - Parkside Kenosha, Wisconsin
May 1980	Masters in Business Administration (MBA) (emphasis in Finance) University of Wisconsin - Whitewater Whitewater, Wisconsin
May 1974	Bachelors of Arts (BA) (major in Political Science, minor in Secondary Education) University of Wisconsin - Parkside Kenosha, Wisconsin

PROFESSIONAL EXPERIENCE:

CHIROPRACTIC *Bringing Care to You*. RACINE, WISCONSIN
(2001 - 2004)

Doctor of Chiropractic

* Designed, developed and implemented a new and unique approach to providing chiropractic care to Southeastern Wisconsin and Northern Illinois - mobile chiropractic.

HEIGL CHIROPRACTIC CENTER: RACINE, WISCONSIN
(1988 - Present)

Doctor of Chiropractic

* Diplomate American Board of Sports Physicians (D.A.C.B.S.P.)

* Diplomate American Board of Anti Aging Health Providers (DABAHP)

* Licensed to practice in Wisconsin, Iowa, Michigan, United States Virgin Islands, Colorado and New Mexico. Inactive licenses in Illinois, Vermont.

**J.I. CASE COMPANY: RACINE, WISCONSIN
(1980 - 1983)**

Project Specialist: Corporate Management Training Program

* Created, designed, developed, implemented and documented a variety of specialty computer programs for the Corporate, Agricultural and Construction Equipment Divisions of the Corporation. Projects involved using cutting edge technology to do complex analysis on Ag Tractor warranty claims; tracking Company and Non-company stores; financial analysis of current projects / future projects to name only a few.

**SHEBOYGAN PUBLIC SCHOOLS: SHEBOYGAN, WISCONSIN
(1974 - 1978)**

Professional Educator

* Designed, developed and implemented curriculum for 8th grade students in American History.

* Individualized units for students with exceptional needs, in American History.

SEASONAL AND PART TIME:

**CITY OF RACINE PARK, RECREATION AND CULTURAL SERVICES
DEPARTMENT: RACINE, WISCONSIN**

(1984 - 1999)

Beach Supervisor

Managed / trained a staff of 20+ lifeguards annually, who supervised / guarded in excess of 100,000 patron visits / summer. Managed the lifeguards who taught in the City Annual Learn to Swim Program.

**FARLEY AQUATIC CENTER: RACINE, WISCONSIN
(1993 - 1999)**

Lifeguard Instructor, First Aid Instructor, CPR Instructor

**MARIAN COLLEGE: FOND DU LAC, WISCONSIN
(1991 - 1999)**

Business Finance Instructor and Business Ethics Instructor

BBA Extension Program

Racine and Milwaukee Extension Campus Centers

**GATEWAY TECHNICAL COLLEGE: KENOSHA, WISCONSIN
(1983-1985)**

Business and Personal Finance Instructor

Racine and Kenosha Campus Centers

ACTIVITIES / SPECIAL INTERESTS:

Ventriloquism and Magic: Member and Past President, Southeastern Wisconsin Magical Entertainers Club (SEWMEC), Lifetime member of North American Association of Ventriloquists (NAAV), Member and Past President of Ring 31, International Brotherhood of Magicians (IBM), Lifetime member of International Magicians Society (IMS).

American Red Cross: Currently Certified as Standard First Aid Instructor, Basic Life Support Instructor, Community First Aid and Safety Instructor, CPR – Pro Instructor, Past Board Chairman - Lakeshores Chapter American Red Cross.

Rotary International: Member of Racine Rotary West. Paul P. Harris Fellow. Past President Racine Rotary West. Past Rotary West Foundation Board Secretary.

Boy Scouts of America: Eagle Scout, Vigil Honor Member - Order of the Arrow. Indian name: Sakima Pakantschiechen. Lifetime member of National Eagle Scout Association (NESA). Past Board Member - Southeast Wisconsin Council, served on the following committees: Mayor's Leadership Breakfast, 100th Anniversary of Scouting, Long Range Planning - Program, Long Range Planning - Marketing

Cops-N-Kids: Board member – specializing in finance / funding / grant writing.

Animal Crackers Concert Series: Board member

Additional interests include:

SCUBA DIVING, Rose Growing, Athletic Activities, Reading, Ballroom Dancing, Flying

PROFESSIONAL ORGANIZATIONS: (present / past association)

- American Academy of Anti-Aging Medicine (A4M)
- American Chiropractic Association (ACA)
- ACA Council on Sports Injuries and Physical Fitness (Sports Council)
 - * Treasurer of the Sports Council (1995 - 1997)
 - * President of the Sports Council (1998 - 2000)
- Christian Chiropractors Association (CCA)
- Citizens For a Free Choice in Immunizations
- Federation Internationale de Chiropractic Sportive (FICS) - Full Member
- United States Olympic Committee Sports Medicine Society
- Wisconsin Chiropractic Association (WCA)
- Pro Sports Chiropractic
- Foundation for Wellness Professionals

SPECIAL EVENTS / ACTIVITIES / PROJECTS:

- 2009 – Present Animal Crackers Concert Series: Racine Zoo
Racine, Wisconsin
Event Chiropractor
- 2004 - 2009 Great Midwest Dragon Boat Festival: Racine, Wisconsin
 - * Director of Health and Safety, also Volunteer Coordinator
 - * Program Chairman – main stage
 - * Water Rescue

2004 - present	City wide program for pre-participation exam (PPE) for athletes Founder and co-developer City of Racine
2001 - 2004	REST Program: provider of chiropractic care for the homeless of Racine
2000 - present	Racine Health Care Network: provider of chiropractic care for individuals unable to qualify or afford health insurance.
June 2001	Western Days Rodeo: Milwaukee, Wisconsin Member of Chiropractic Support Team: Chiropractor
February 2001	Worlds Toughest Rodeo: Milwaukee, Wisconsin Member of Chiropractic Support Team: Chiropractor
June 2000	United States Olympic Training Center: Sports Medicine Internship Program: Chiropractic Colorado Spring, Colorado
February 2000	International Skating Federation: World Championship Milwaukee, Wisconsin Member of Chiropractic Support Team: Chiropractor
1994 - 1996	Worlds Toughest Rodeo: Madison, Wisconsin Member of Chiropractic Support Team: Chiropractor
April 1995	National Taekwondo Championship: Houston, Texas Co - Medical Director
1992 - 1996	Trash Dash 5K: Racine, Wisconsin Medical Director
1991 - 1994, 1996 - 2000	Wm Horlick High School: Racine, Wisconsin Boys Swim Team - Team Chiropractor
1993 - 1994, 1996 - 1998	Wm Horlick High School: Racine, Wisconsin Girls Track Team - Team Chiropractor Boys Track Team - Team Chiropractor
1994	American Canoe Association: Chiropractic Event Coordinator
May 1993	National Taekwondo Championship: Minneapolis, Minnesota Member of Sports Medicine Team: Chiropractor

August 1993	National Water Ski Show Championships: Janesville, Wisconsin Member of Chiropractic Support Team: Chiropractor
Summer 1992	Racine Merchants Softball Team: Racine, Wisconsin Girls Softball Team - Team Doctor
Summer 1992	Southeastern Aquatics Swim Team: Racine, Wisconsin Team Chiropractor
1992, 1996 - 1997	Wm Horlick High School: Racine, Wisconsin Girls Swim Team - Team Chiropractor
1986 - 1989	Racine on the Lake Triathlon: Racine, Wisconsin Swim Director / Coordinator

FOREIGN TRAVEL: PROVIDING CHIROPRACTIC CARE TO THE WORLD:

May 1997	Kishinev, Moldova Kale Network: Research Trip / Foreign Messengers
May 1996	Kishinev, Moldova Kale Network: Research Trip / Foreign Messengers
February 1993	Quito, Ecuador Short Term Missions Trip with CCA
December 1992	Robbins Bay, Jamaica Short Term Missions Trip with CCA Team Leader
December 1991	Montego Bay, Jamaica Short Term Missions Trip with CCA

PUBLICATIONS / ARTICLES:

Heigl DC, Chiropractic and the Adult Swimmer
Swim, May/June 1995, page 14

Heigl DC, Working with the Freestyle Swimmer - Your Opportunity to Excel
Dynamic Chiropractic, May 6, 1994, vol 12 #10, page 17

Heigl DC, Wakefield DC, On Being The Medical Director: The 1993 National
Taekwondo Championship; CSM, Feb. 1995, vol. 9 #1, page 1- 5

Dr. Heigl is / has been quoted in numerous articles as a recognized International / National
Chiropractic Sports Authority / Expert.

AWARDS / RECOGNITION:

2012 Silver beaver Award: Three harbors Council: BSA

2011 Wm. Horlick High School: Hall of Fame "Graduate of Distinction"

2010 Eagle Scout Hall of Fame: Lighthouse District: Southeast Wisconsin Council: BSA

Order of Merlin - Shield: International Brotherhood of Magicians

Order of Merlin: International Brotherhood of Magicians

Leadership Award: ACA Council on Sports Injuries and Physical Fitness

Unsung Hero Award: ACA Council on Sports Injuries & Physical Fitness

Visionary Award: Kale Foundation

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/20/12
Reports and Recommendations	Forward Franklin Economic Development Committee budget/business plan (Ald. Taylor)	ITEM NUMBER <i>G.1.</i>

At the Common Council meeting on 12/20/11 the following motions were made:

“Alderman Skowronski moved to take funds from the general fund (Master Planning Fund) and place in Economic Development fund. Seconded by Alderman Taylor. Alderman Skowronski withdrew his motion.

Alderman Taylor moved to terminate the Master Planning Fund and that the decision as to whether to establish an Economic Development Fund or simply amend the General Fund budgets as economic development needs arise be referred back to the Forward Franklin Economic Development Committee for definition as to what is to be spent and why a separate fund with a designated revenue source is necessary. Seconded by Alderman Skowronski.

Alderman Wilhelm then moved to amend the main motion to direct that the Forward Franklin Economic Development Committee present a budget to Common Council for future use of allocated funds in order to provide accountability to business and residents of Franklin. Seconded by Alderman Schmidt. Motion failed on a voice vote. Aldermen Wilhelm and Schmidt voted Aye.

Motion carried on a voice vote for the main motion, Aldermen Solomon and Wilhelm voted No.”

COUNCIL ACTION REQUESTED

Forward Franklin

Economic Development Committee

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

Powers and Duties

- 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 Common Council may determine appropriate or necessary from time to time.
- Determine and target, with direction from the Common Council 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.
- 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.
- Develop and implement a retention program to retain existing businesses in the City.
- Develop and implement a plan to solicit businesses for relocation to the City.
- Work with City departments to enhance services to the business community.
- Determine local, state and federal tax incentives and other inducements for attracting quality businesses and developments.
- 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.

Business Plan

The City of Franklin operates under a much tighter budget in 2012 than in previous years of economic prosperity. The Great Recession from 2006 through the time of this writing has drastically slowed economic development in nearly all areas in Milwaukee County, including Franklin, and throughout Wisconsin and the US.

However, it is critical for Franklin's to prop up its economic development efforts in order to maintain its continued vitality and competitive edge as Milwaukee County's top-notch city. Now is not the time to shutter economic development plans and goals or place them in hibernation until the next boom of economic excitement.

For this reason, the City of Franklin formed the Forward Franklin Economic Development Committee and tasked it with assisting the City's elected officials and staff in revitalizing the plans and reshaping the ideas of what made Franklin what it is today.

Attract and Market

Today, some economic development in the City of Franklin is being planned and discussed in new ways by professional and highly technical people who do things in non-traditional ways. While some economic decisions for Franklin happen in the local office of a developer, many modern developments, for example, actually come to life each year on the floor of the convention halls in Las Vegas during the International Council of Shopping Centers. Reaching both traditional and modern decision makers is critical for the FFEDC.

Retain

The FFEDC must improve retention of existing Franklin businesses. First, the FFEDC must be able to determine the identity of all businesses in the City, including the stakeholders. Second, the FFEDC must make some type of regular contact with each company. Third, the FFEDC must establish itself as a source (in addition to the City's elected officials and staff) for companies to discuss ability to maintain its business in Franklin. Fourth, the FFEDC must establish some type of exit interview for when a business fails or relocates outside of Franklin. This information must be shared with City officials so that measures for improvement can be installed to prevent the exit of businesses that are highly desired by the City.

Budget

Establishing a good plan for economic development is not free. In order to effectively accomplish these goals, the FFEDC needs to rely on a consistent source of funds from the City. Reaching the right people and having the best information available for decision makers is critical as discussed in this plan.

Marketing Product 1 - \$2,967.01

The Glossy Brochure: \$2,000 for design, licenses and layout plus \$467.01 for printing, plus \$500 for contingency.

Pros:

- Professional appearance and vivid pictures
- Easy to distribute without being online
- Reminds the prospect about the City because the prospect has a take-away
- More difficult to throw away than to delete a web link
- Tangible and touchable

Cons:

- High printing cost
- Potentially outdated immediately upon printing
- Content changes take a long time
- Expensive to deliver unless handing them out
- No citizen access
- If it's not delivered to a prospect, it can't be viewed
- Cost varies with the cost of paper and printing

Marketing Product 2 – \$22,612.00

Interactive Economic Development Website: \$18,612.00, plus \$4,000.00 for contingency

Pros:

- Professional appearance and vivid pictures
- Easy to distribute to huge audiences very quickly
- Site can be stumbled upon by prospect who are unknown to the City
- Low cost
- Updatable instantly
- Can market directly to prospects easily with keywords and Google
- Citizen access

Cons:

- No takeaway unless printed
- Internet connection required to view
- Intangible and untouchable

Business Appreciation Event - \$2,000.00

This is something that Alderman Ken Skowronski handled for the City and was very successful. Over the past few years, the event was shelved. The Forward Franklin Economic Development Committee would like to bring this back by inviting Franklin businesses to a cocktail party once per year. Invitees include business owners and managers of businesses in the City of Franklin, the City's elected officials and certain staff, regional elected officials, selected committee and commission members. Sponsors paid for the entire cost of this event in previous years. The goal of the FFEDC would be to round up sponsors to host and to provide snacks and beverages.

Video series focusing on local businesses in a joint effort with Franklin High School - \$0

Member John Michlig and Chairman Craig Haskins are planning to work with the high school to establish a program to produce quick 3-5 minute video clips calling attention to local businesses in Franklin. The videos can be displayed on the City's website, YouTube, Facebook and other social internet sites.

Business exit interviews- \$0

The FFEDC is working with the City staff to create a list of Franklin business and also to create an exit interview for those businesses that leave Franklin.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>March 20, 2012</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Authorize Expenditure of or Appropriation of Funds for a Tax Increment District No. 2 Closing Ceremony</p>	<p>ITEM NUMBER</p> <p><i>G. 2.</i></p>

With the closing of Tax Increment District No. 2, the Mayor, CDA and Forward Franklin EDC have all expressed a desire to have a closing ceremony to recognize its success. Such ceremony would involve inviting Community Leaders, representatives of the tax district partners (County, School District, etc.) who will gain an increase in tax revenue earlier than expected, members of the press and other dignitaries. Concept would be to recognize the work of the people who were able to make the business park successful and present ceremonial checks to the other tax districts. A budget needs to be set so that the event can be planned.

Possible funding sources include:

1. Planning Department has \$47,000 allocated for legal services (legal department oversight of department), which could be re-appropriated in part with a budget amendment.
2. The Contingency Line Item in the budget could be used upon a simply majority vote.
3. The Mayors budget has \$1,000 allocated for Volunteer Recognition and Awards, which could arguably be used.
4. The Aldermanic budget has \$650 allocated for Board and Commission Expenses and \$1,000 for Other Professional Services, either of which could be used.
5. TID 2 has \$150,000 presently held in Escrow for dirt removal. Mr. Patterson believes that the CDA could authorize removing a small portion of that for the event with no negative effects on the TID.

COUNCIL ACTION REQUESTED

A motion to take the appropriate action to authorize expenditure of or appropriation of the desired fund amount for the TID 2 Closing Ceremony.

(Note: Authorize "expenditure" if option 2, 3, or 4 is selected. Authorize "appropriation" if option 1 is selected, since this would be a budget modification. For option 5, a motion to recommend the CDA approve the expenditure would be suggested.)

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">March 20, 2012</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">An Ordinance to Amend §80-9. "Keeping of Vicious or Barking Dogs" of the Municipal Code of the City of Franklin, Wisconsin, to Provide for More Specific Remedial Regulation</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G, 3.</i></p>

Pursuant to the direction of the Common Council at its March 6, 2012 meeting, attached is a draft ordinance prepared by the City Attorney upon the recommendations of the Health Department and the Police Department. Below are some of the relevant Wisconsin Statutes reviewed as they pertain to the subject matter.

174.01. Restraining action against dogs

(1) Killing a dog. (a) Except as provided in par. (b), a person may intentionally kill a dog only if a person is threatened with serious bodily harm by the dog and:

1. Other restraining actions were tried and failed; or
2. Immediate action is necessary.

(b) A person may intentionally kill a dog if a domestic animal that is owned or in the custody of the person is threatened with serious bodily harm by the dog and the dog is on property owned or controlled by the person and:

1. Other restraining actions were tried and failed; or
2. Immediate action is necessary.

(2) Inapplicable to officers, veterinarians, and persons killing their own dog. This section does not apply to an officer acting in the lawful performance of his or her duties under s. 29.921(7), 95.21, 173.23(1m)(c), (3), or (4), or 174.02(3), or to a veterinarian killing a dog in a proper and humane manner, or to a person killing his or her own dog in a proper and humane manner.

(3) Liability and penalties. A person who violates this section:

- (a) Is liable to the owner of the dog for double damages resulting from the killing;
- (b) Is subject to the penalties provided under s. 174.15; and
- (c) May be subject to prosecution, depending on the circumstances of the case, under s. 951.02.

174.02. Owner's liability for damage caused by dog; penalties; court order to kill a dog

(1) Liability for injury. (a) *Without notice*. Subject to s. 895.045 and except as provided in s. 895.57(4), the owner of a dog is liable for the full amount of damages caused by the dog injuring or causing injury to a person, domestic animal or property.

(b) *After notice*. Subject to s. 895.045 and except as provided in s. 895.57(4), the owner of a dog is liable for 2 times the full amount of damages caused by the dog injuring or causing injury to a person, domestic animal or property if the owner was notified or knew that the dog previously injured or caused injury to a person, domestic animal or property.

(2) Penalties imposed on owner of dog causing damage. (a) *Without notice*. The owner of a dog shall forfeit not less than \$50 nor more than \$500 if the dog injures or causes injury to a person, domestic animal, property, deer, game birds or the nests or eggs of game birds.

(b) *After notice*. The owner of a dog shall forfeit not less than \$200 nor more than \$1,000 if the dog injures or causes injury to a person, domestic animal, property, deer, game birds or the nests or eggs of game birds, if the owner was notified or knew that the dog previously injured or caused injury to a person, domestic animal, property, deer, game birds or the nests or eggs of game birds.

(c) *Penalties in addition to liability for damages*. The penalties in this subsection are in addition to any other liability imposed on the owner of a dog.

(3) Court order to kill a dog. (a) The state or any municipality may commence a civil action to obtain a judgment from a court ordering an officer to kill a dog. The court may grant the judgment if the court finds both of the following:

1. The dog caused serious injury to a person or domestic animal on 2 separate occasions off the owner's property, without reasonable cause.
 2. The owner of the dog was notified or knew prior to the 2nd injury, that the dog caused the first injury.
- (b) Any officer enforcing a judgment under this subsection shall kill a dog in a proper and humane manner.
- (4) Law enforcement dogs. (a) In this subsection, "law enforcement agency" has the meaning given in s. 165.83 (1) (b).
- (b) The owner of a dog that is used by a law enforcement agency is not liable under sub. (1) for damages caused by the dog to a crime suspect while the dog is performing law enforcement functions.
- (c) Subsection (2) does not apply to the owner of a dog that is used by a law enforcement agency if the dog injures a crime suspect while the dog is performing law enforcement functions.
- (d) Subsection (3) does not apply to a dog that is used by a law enforcement agency if the dog injures a crime suspect while the dog is performing law enforcement functions.

173.25. Immunity for euthanizing animals

A political subdivision, a person contracting under s. 173.15 (1), a humane officer or a law enforcement officer who has reasonable grounds to believe that s. 173.23 (1m)(c), (4) or (5) or a court order issued under s. 173.23 (3) authorize an animal to be euthanized is not liable for damages for the loss of the animal resulting from euthanizing the animal.

COUNCIL ACTION REQUESTED

A motion to adopt an Ordinance to Amend §80-9. "Keeping of Vicious or Barking Dogs" of the Municipal Code of the City of Franklin, Wisconsin, to Provide for More Specific Remedial Regulation.

ORDINANCE NO. 2012-_____

AN ORDINANCE TO AMEND §80-9. "KEEPING OF VICIOUS OR BARKING DOGS"
OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, WISCONSIN, TO PROVIDE
FOR MORE SPECIFIC REMEDIAL REGULATION

WHEREAS, the Police Department and the Health Department having reviewed the Municipal Code as it pertains to the keeping of vicious or barking dogs, and having considered the experience of the Departments with such subject matters, the Departments recommended a more specific remedial authorization to the Departments to address such situations; and

WHEREAS, the Common Council having considered the interests of the Departments and the benefits afforded to the Community by the proposed changes to the Municipal Code, and having determined that such proposed amendments will 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: §80-9. of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to delete and add the following to the existing text *[note: deletions appear in strike-through text; additions appear in double-underlined text; unchanged text is not highlighted]*:

“§ 80-9. Keeping of vicious or barking dogs.

A. No person shall knowingly keep, own or harbor any vicious dog or any dog which frequently or habitually barks, yelps or howls.

B. ~~Whenever any dog shall, upon the complaint of any person residing within the city and upon investigation and verification by the Police Department, be found to be customarily fierce or dangerous; in the habit of biting, snapping or threatening any person or persons; or shall be in the habit of attacking other domestic animals, such dog shall either be removed from the city or destroyed by the owner or keeper within 72 hours after service of a written notice by a Health Officer or a police officer or, in the alternative, such dog shall be kept enclosed within the premises of the owner, which premises shall bear a sign plainly displayed at every point of entrance, giving warning of the presence of such dog, and no person shall remove such sign while any such dog is confined within such enclosure~~ has been found, when

unprovoked, to inflict bodily harm on a person or domesticated animal on public property, the dog shall on the first occasion be deemed a "Dangerous Dog". The owner of a Dangerous Dog shall comply with the following requirements in order to keep the animal within the City of Franklin:

1. All Dangerous Dogs shall be kept or harbored in a visibly fenced yard or securely leashed or chained to an immovable object when outside of the home.
2. All Dangerous Dogs shall be on a leash no longer than 10 feet and muzzled in a humane manner while at large.
3. If a Dangerous Dog is kept in an apartment or condominium it must be leashed and muzzled when outside the dwelling unit and on common or shared grounds.

C. Whenever any dog has been found, when unprovoked, to inflict bodily harm on a person or domesticated animal on public property on or in two or more separate occasions or incidents, said dog shall be deemed a "Vicious Dog". The owner of a Vicious Dog shall comply with one of the following directives within 72 hours after service of a written notice by the City Health Officer or a Police Officer:

1. The Vicious Dog shall be removed from the City of Franklin; or
2. The Vicious Dog shall be euthanized by its owner. If the Franklin Police Department has issued a 10 day quarantine order for the Vicious Dog, the owner shall not euthanize the Vicious Dog until 10 days after the found last occasion or incident upon which the order was based; or
3. The Vicious Dog shall remain within the owner's premises. The premises shall plainly display at all points of entrance a warning as to the vicious nature of the dog. If the premises support a single or two-family home or condominium, the enclosure shall be a visible fence. If the premises support an apartment or condominium structure, all doors shall display a Vicious Dog warning and the dog shall not leave the apartment building or condominium unit except on a leash no longer than 10 feet and muzzled in humane manner while at large.

DC. Whenever it shall be found, upon the complaint of any person residing within the city and upon investigation and verification by the Police Department, that any dog habitually barks, howls, yelps or in any other way disturbs the peace, such dog shall be removed from the Ceity by the owner or keeper within 72 hours after service of written notice by the Police Department. In case of failure to do so, each day of such failure will constitute a separate offense.

SECTION 2:

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of

competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

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

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

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

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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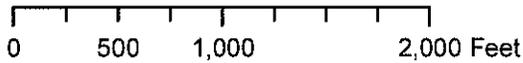
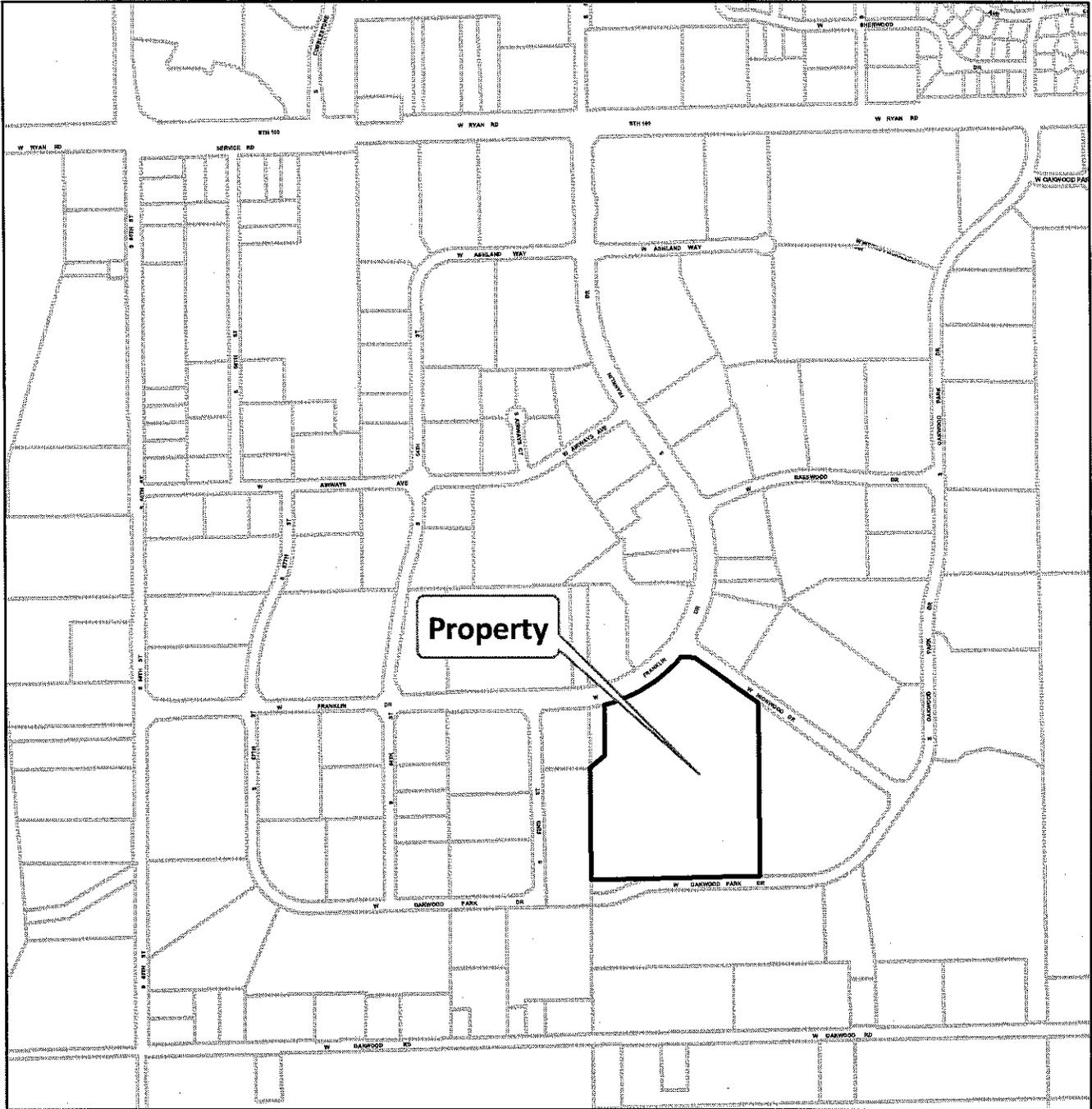
<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">03/20/12</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6201, IN PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4, AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (H-D FRANKLIN, LLC) (10000 SOUTH FRANKLIN DRIVE AND 4777 WEST IRONWOOD DRIVE)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.4.</i></p>

At its March 8, 2012, meeting the Plan Commission recommended approval of a resolution conditionally approving a 2 lot Certified Survey Map, being a division of Parcel 1 of Certified Survey Map No. 6201, in part of the northeast 1/4, southeast 1/4, southwest 1/4, and northwest 1/4 of the southeast 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (H-D Franklin, LLC) (10000 South Franklin Drive and 4777 West Ironwood Drive).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2012-_____, a resolution conditionally approving a 2 lot Certified Survey Map, being a division of Parcel 1 of Certified Survey Map No. 6201, in part of the northeast 1/4, southeast 1/4, southwest 1/4, and northwest 1/4 of the southeast 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (H-D Franklin, LLC) (10000 South Franklin Drive and 4777 West Ironwood Drive).

10000 S. Franklin Drive 4777 W. Ironwood Drive



City Development 2011
(2010 Aerial Layer)



RESOLUTION NO. 2012-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6201, IN PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4, AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN
(H-D FRANKLIN, LLC)
(10000 SOUTH FRANKLIN DRIVE AND 4777 WEST IRONWOOD DRIVE)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a division of Parcel 1 of Certified Survey Map No. 6201, in part of the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southeast 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 10000 South Franklin Drive and 4777 West Ironwood Drive, bearing tax key no. 930-9998-002, H-D Franklin, LLC, applicant; said certified survey map having been reviewed by the City of Franklin Community Development Authority and the City of Franklin Plan Commission, and the Community Development Authority and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and City of Franklin Community Development Authority and City of Franklin Plan Commission recommendation, and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by H-D Franklin, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

H-D FRANKLIN, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2012-_____

Page 2

3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. H-D Franklin, LLC, successors and assigns, and any developer of the H-D Franklin, LLC 2 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon H-D Franklin, LLC and the 2 lot certified survey map project for the property located at 10000 South Franklin Drive and 4777 West Ironwood Drive: (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.
6. Applicant shall obtain approval of a Minor Site Plan Amendment to replace a portion of the existing parking lot with greenspace to comply with Planned Development District No. 18 building and parking setbacks, prior to recording of the Certified Survey Map with Milwaukee County.
7. Applicant shall provide a letter of credit, prior to recording the Certified Survey Map with the Office of the Register of Deeds, in an amount determined to be reasonably sufficient security by the City Engineer for the aforesaid parking lot/greenspace modifications.
8. Applicant shall revise the front property line to be setback at a minimum of 10 feet from the parking lot.
9. Applicant shall obtain Franklin Business Park Association approval of the proposed lot division and site modifications, prior to recording the Certified Survey Map with the Office of the Register of Deeds.

H-D FRANKLIN, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2012-_____

Page 3

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, H-D Franklin, LLC, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, H-D Franklin, LLC, with the Office of the Register of Deeds for Milwaukee County.

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

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

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of March 8, 2012

Certified Survey Map

RECOMMENDATION: Department of City Development staff recommends approval of the proposed Certified Survey Map for property generally located at 10000 South Franklin Drive and 4777 West Ironwood Drive subject to the conditions of approval in the attached draft resolution.

Project Name:	Harley Davidson Certified Survey Map
Project Location:	10000 South Franklin Drive and 4777 West Ironwood Drive
Property Owner:	H-D Franklin, LLC
Applicant:	H-D Franklin, LLC
Current Zoning:	Planned Development District No. 18
2025 Comprehensive Plan:	Commercial
Use of Surrounding Properties:	Franklin Business Park (PDD No. 18) to the north, south, east and west
Applicant's Action Requested:	Recommendation of approval to the Common Council

Introduction & Background:

Please note:

- Staff recommendations are underlined, in italics and are included in the draft resolution.

On February 17, 2012, H-D Franklin, LLC filed a Certified Survey Map (CSM) Application with the Department of City Development, requesting approval to divide a 25-acre property into two lots. Parcel 1 of the proposed CSM has an area of 2.63 acres and contains the data center constructed by Harley Davidson. Parcel 2 of the proposed CSM has an area of 22.37 acres and contains a large building previously utilized as a Harley Davidson distribution center. The subject property is located within Planned Development District (PDD) No. 18.

At their November 17, 2011 meeting, the Community Development Authority reviewed a preliminary version of this proposal and recommended approval of the CSM. Staff has not received an approval letter from the Business Park Association and therefore, recommends the applicant obtain Franklin Business Park Association approval of the proposed lot division and site modifications, prior to recording the Certified Survey Map with the Office of the Register of Deeds.

Project Description/Analysis:

The applicant is requesting approval to divide the subject property in order to better market the sale of the distribution building property. The data center and associated property is envisioned to be retained by Harley Davidson. The resulting parcels both exceed the PDD No. 18 minimum lot size of one acre per lot. Harley Davidson is also proposing to remove a portion of the parking lot and replace it with greenspace to comply with PDD No. 18 building and parking setbacks, which are outlined below and illustrated on the CSM. The 40.04 foot (N89°26'42"E) north property line is currently not shown 10 feet from the parking lot. Staff recommends the applicant revise the front property line to be setback at a minimum of 10 feet from the parking lot.

1. Building Setbacks:

- a. Abutting any public right-of-way 40 feet
- b. Abutting Franklin Drive 55 feet
- c. Abutting West Ryan Road 65 feet
- d. Not abutting a public right-of-way 25 feet

2. Parking Setbacks:

- a. Abutting any public right-of-way 20 feet
- b. Abutting Franklin Drive 30 feet
- c. Abutting West Ryan Road 50 feet
- d. Not abutting a public right-of-way 15 feet*

*One side yard may be less than 15 feet if that side yard is at least 10 feet and both side yards together are at least 30 feet.

Currently the property contains 201 regular and 13 ADA accessible parking spaces for a total of 214 spaces. 27 parking spaces will be eliminated and replaced with greenspace to comply with PDD No. 18 parking and building setbacks. Cross-access drive aisles will remain between the proposed parcels. Staff has determined the site modifications may be accomplished via a Minor Site Plan Amendment Application and recommends the applicant obtain approval of a Minor Site Plan Amendment to replace a portion of the existing parking lot with greenspace to comply with Planned Development District No. 18 building and parking setbacks, prior to recording the Certified Survey Map with Milwaukee County. Harley Davidson submitted a Minor Site Plan Application on February 29, 2012, which is currently under staff review. Due to the required timeframe for recording of the CSM (6 months after Common Council approval), Harley Davidson may not be able to complete the parking lot/greenspace work within that timeframe and therefore, staff also recommends the applicant provide a letter of credit, prior to recording the Certified Survey Map with the Office of the register of Deeds, in an amount to be reasonably sufficient security by the City Engineer for the aforesaid parking lot/greenspace modifications. This will ensure these changes will take place and both properties will comply with PDD No. 18 building and parking setbacks.

The site modifications will result in the distribution center property having 151 parking spaces for the 248,998 square foot building. This is a parking ratio of .61 parking spaces per 1,000 square feet of floor area. Table 15-5.0203 of the Unified Development Ordinance (UDO) requires a parking ratio of .5 parking spaces per 1,000 square feet of floor area and therefore

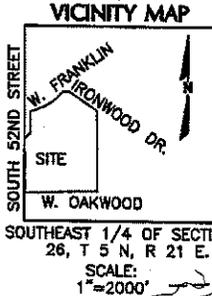
parking will be in compliance with UDO standards. The 26,706 square foot data center property will have 36 parking spaces, which is a parking ratio of 1.3 parking spaces per 1,000 square feet of floor area. This is not a use specifically listed within Table 15-5.0203 of the UDO. Per Section 15-5.0203E. of the UDO, the CDA has approval authority for required parking for uses not specifically listed. Staff will further review the parking reduction under the Minor Site Plan Amendment application.

Staff Recommendation:

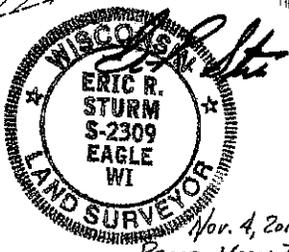
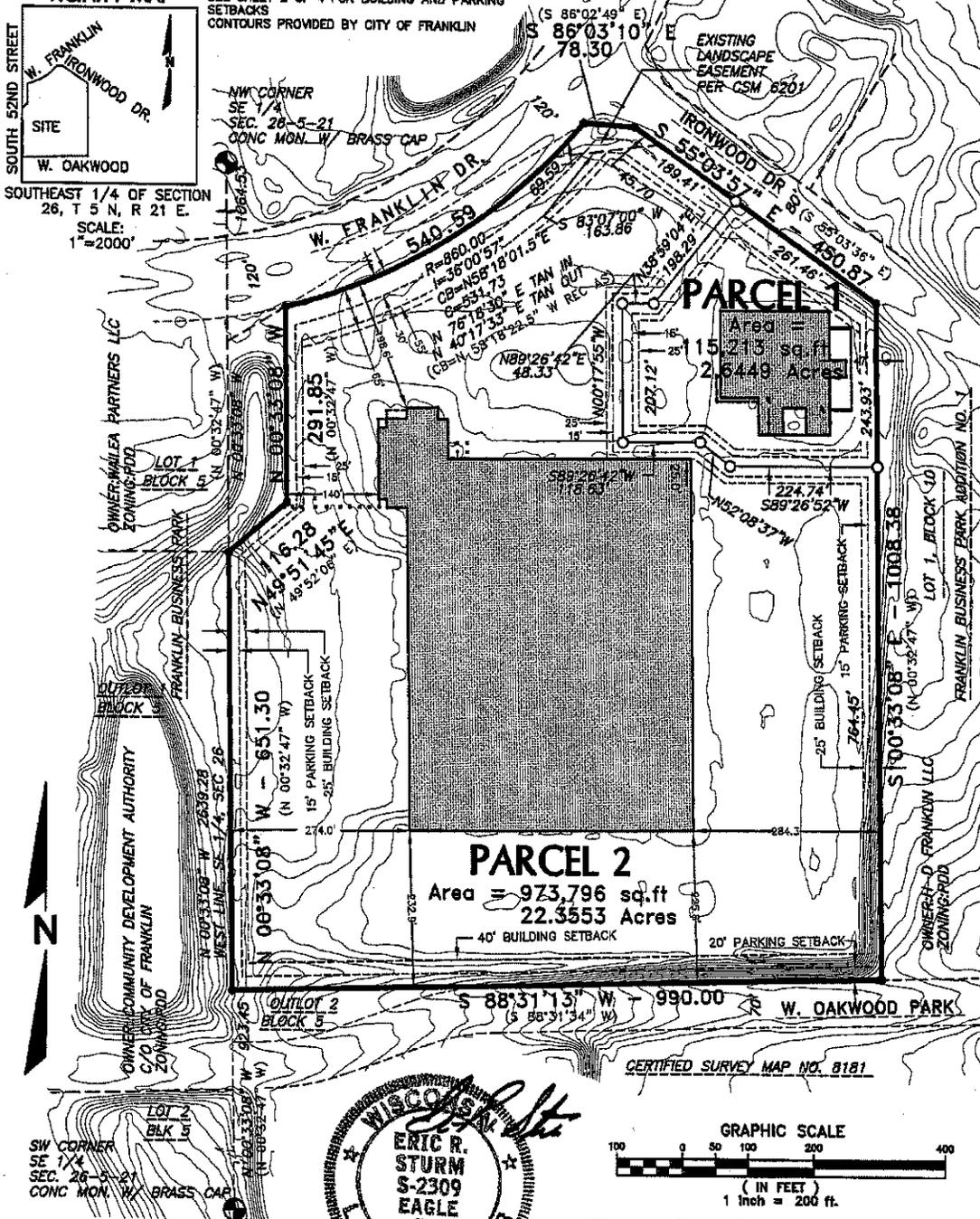
Department of City Development staff recommends approval of the proposed Certified Survey Map for property generally located at 10000 South Franklin Drive and 4777 West Ironwood Drive subject to the conditions of approval in the attached draft resolution.

CERTIFIED SURVEY MAP NO.

BEING A DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6201, IN PART OF THE NE 1/4, SE 1/4, SW 1/4, AND NW 1/4 OF THE SE 1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



SEE SHEET 2 OF 4 FOR BUILDING AND PARKING SETBACKS
CONTOURS PROVIDED BY CITY OF FRANKLIN



R.A. Smith National, Inc.

Beyond Surveying and Engineering

18745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburg, PA

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SHEET 1 OF 4 SHEETS

- () INDICATES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT
 - INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
 - INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.
- ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 26, T5N, R21E, WHICH IS PUBLISHED BY SEWRPC AS BEARING N 00°33'08" W.

Nov. 4, 2011
Revised March 7, 2012

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6201, IN PART OF THE NE 1/4, SE 1/4, SW 1/4, AND NW 1/4 OF THE SE 1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

SETBACKS PER SECTION 15-7.0700-B OF THE UDD

BUILDING SETBACKS:

ABUTTING ANY PUBLIC RIGHT-OF-WAY	40'
ABUTTING FRANKLIN DRIVE	55'
ABUTTING WEST RYAN ROAD	65'
NOT ABUTTING A PUBLIC RIGHT-OF-WAY	25'

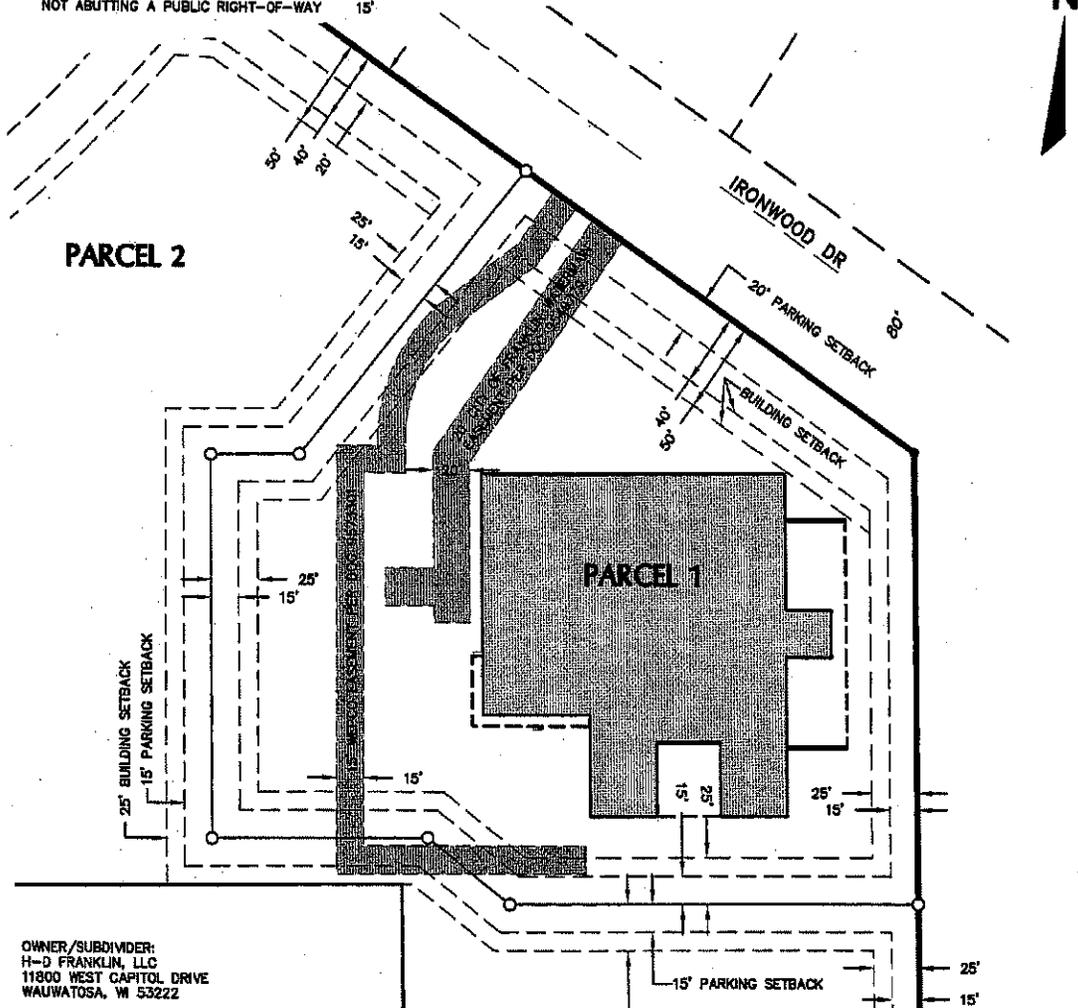
PARKING SETBACKS

ABUTTING ANY PUBLIC RIGHT-OF-WAY	20'
ABUTTING FRANKLIN DRIVE	30'
ABUTTING WEST RYAN ROAD	50'
NOT ABUTTING A PUBLIC RIGHT-OF-WAY	15'

SETBACKS PER DCC. NO. 6918359 - DECLARATION OF PROTECTIVE COVENANTS FOR FRANKLIN BUSINESS PARK

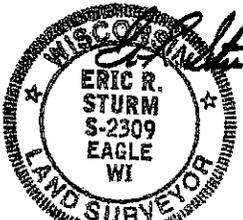
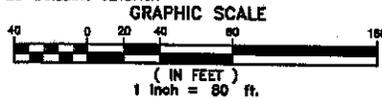
BUILDING SETBACKS:

ABUTTING ANY PUBLIC RIGHT-OF-WAY	60'
ABUTTING FRANKLIN DRIVE	65'
ABUTTING WEST RYAN ROAD	75'
NOT ABUTTING A PUBLIC RIGHT-OF-WAY	25'



OWNER/SUBDIVIDER:
H-D FRANKLIN, LLC
11800 WEST CAPITOL DRIVE
WAUWATOSA, WI 53222

EXISTING ZONING: POD (PLANNED DEVELOPMENT DISTRICT NO. 18)
ALL ADJACENT ZONING: POD (PLANNED DEVELOPMENT DISTRICT)



Not. 4, 2011
Revised March 7, 2012

R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005
262-781-4000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

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CERTIFIED SURVEY MAP NO. _____

Being a division of Parcel 1 of Certified Survey Map No. 6201, in part of the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southeast 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

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

THAT I have surveyed, divided, and mapped a division of Parcel 1 of Certified Survey Map No. 6201, in part of the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southeast 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

COMMENCING at the Southwest corner of the Southeast 1/4 of said Section 26; thence North 00°33'08" West along the West line of said 1/4 Section 923.45 feet to the Point of Beginning; thence North 00°33'08" West continuing along said West line 651.30 feet to a point; thence North 49°51'45" East 116.28 feet to a point; thence North 00°33'08" West 291.85 feet to a point on the South line of West Franklin Drive; thence Northeasterly 540.59 feet along said South line and the arc of a curve whose center lies to the North, whose radius is 860.00 feet, and whose chord bears North 58°18'01.5" East 531.73 feet to a point; thence South 86°03'10" East 78.30 feet to a point on the South line of Ironwood Drive; thence South 55°03'57" East along said South line 450.87 feet to a point; thence South 00°33'08" East 1008.38 feet to a point on the North line of West Oakwood Park Drive; thence South 88°31'13" West along said North line and its extension 990.00 feet to the Point of Beginning.
Containing 1,089,009 square feet, 25.0002 acres.

THAT I have made this survey, land division, and map by the direction of H-D FRANKLIN, LLC, owner.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the City of Franklin Unified Development Ordinance Division 15 in surveying, dividing and mapping said lands.

DATE NOVEMBER 4, 2011  (SEAL)
Revised
MARCH 7, 2012
ERIC R. STURM
REGISTERED LAND SURVEYOR S-2309

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>3/20/12</p>
<p>Reports and Recommendations</p>	<p>Request to revise Resolution No. 2005-5965 to expand review by the Mayor of all vouchers of the City and not just those over \$5,000 (Mayor Taylor)</p>	<p>ITEM NUMBER</p> <p>6.5.</p>

Shortly after Mayor Tom Taylor was first elected to the Office of Mayor, he requested that the Common Council mandate that all vouchers and checks concerning the City of Franklin come in front of the Mayor for his review, consideration and potential approval. While the Common Council members at that time voted to have vouchers and checks come before the Mayor, they limited the types of vouchers requiring prior approval of the Mayor to those vouchers where expenditures met or exceeded \$5,000.

Since the passage of resolution # 2005-5965 vouchers of less than \$5,000 have been under the exclusive jurisdiction of the aldermen of the City for their approval or denial. After a period of time some vouchers of less than \$5,000 have come before the Mayor for his review but resolution # 2005-5965 does not require that vouchers of less than \$5,000 come before the Mayor for review prior to these types of vouchers going before the Common Council for their potential approval.

Give the current economic climate in Wisconsin and the desire on the part of the aldermen to control expenditures in the City, Mayor Tom Taylor is once again requesting that all vouchers and requests for the expenditures of City of Franklin funds come before the Mayor and/or his designee (such as the Director of Administration) for review, consideration and potential approval or denial by all departments of the City, except for the Library and the Water Department which are considered as separate governmental entities under law.

<p>RES. 2005-5965 MAYORAL VOUCHER APPROVAL</p>	<p>F-15e.</p>	<p>Alderman Kosovich moved to adopt Resolution No. 2005-5965, A RESOLUTION REQUIRING MAYORAL APPROVAL OF ALL VOUCHERS WHICH SUPPORT AND AUTHORIZE EXPENDITURE IN EXCESS OF \$5,000.00. Seconded by Alderman Hammelman. All voted Aye; motion carried.</p>
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COUNCIL ACTION REQUESTED

As directed.

RESOLUTION NO. 2005-5965

A RESOLUTION REQUIRING MAYORAL APPROVAL
OF ALL VOUCHERS WHICH SUPPORT AND AUTHORIZE
EXPENDITURE IN EXCESS OF \$5,000.00

WHEREAS, §62.09(8)(a), Stats., provides in part that the Mayor is the chief executive officer of the City; and

WHEREAS, §66.0607(3), Stats., provides in part that unless otherwise directed by ordinance or resolution of the governing body, the Mayor shall countersign all drafts or order checks and all transfer orders; and the Common Council, pursuant to Resolution No. 2005-5861, provided in part that disbursements from a public depository of the City of Franklin shall be made as provided in §66.0607, Stats., and that all checks and orders shall include the signature of the Mayor, or when appropriate, the Acting Mayor; and

WHEREAS, §13-2.A. of the Municipal Code of Franklin, Wisconsin, providing in part that each year, the Mayor, together with the assistance of specified municipal staff, shall be responsible for the preparation of the City's proposed annual budget, such executive budget system being indicative of a strong mayor system of government as provided within the *League of Wisconsin Municipalities' Handbook for Wisconsin Municipal Officials, American Legal Publishing Corporation (2003)*; and

WHEREAS, a strong mayor system of government involves the unification of responsibility and accountability in the mayor's office; and the accountability by countersignature of all drafts or order checks and all transfer orders by the Mayor should include the responsibility of the review and approval by the Mayor of significant supporting and authorizing vouchers, accordingly; and

WHEREAS, the City of Franklin Common Council, pursuant to Resolution No. 2005-5861, provided for use of a facsimile signature on drafts and order checks.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that all checks and orders shall be supported by voucher.

BE IT FURTHER RESOLVED, that drafts or order checks and all transfer orders as may be supported by voucher, excluding payroll and payroll related vouchers, and specifically, all checks and orders, may only be issued following such

RESOLUTION NO. 2005-5965

A RESOLUTION REQUIRING MAYORAL APPROVAL
OF ALL VOUCHERS WHICH SUPPORT AND AUTHORIZE
EXPENDITURE IN EXCESS OF \$5,000.00

Page 2

voucher supporting and authorizing same, which voucher if over \$5,000 has been reviewed and approved by the Mayor, as evidenced by the signature of the Mayor set forth thereon; and

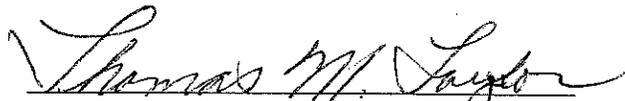
BE IT FURTHER RESOLVED, that the \$5,000 amount is subject to change by issuance of a City of Franklin Payment Policy Statement; and

BE IT FINALLY RESOLVED, that the Mayor at his discretion shall determine the use of the facsimile signature stamp.

Introduced at a regular meeting of the Common Council of the City of Franklin this 6th day of September, 2005.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 6th day of September, 2005.

APPROVED:


Thomas M. Taylor, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 20, 2012
REPORTS AND RECOMMENDATIONS	Room Tax Potential Legislation	ITEM NUMBER <i>G.6.</i>

Pursuant to the direction of the Common Council at its March 6, 2012 meeting, attached is a draft resolution prepared by the City Attorney based upon the City of Delafield resolution in the Council agenda materials for that meeting. Following the meeting, the Legislature's calendar was reviewed; the Legislative Session was to end March 15, 2012; the Governor was calling for a special session, though for a single unrelated legislative subject matter. Under the circumstances, the Mayor sent email correspondence to Senator Lazich and Representative Stone (copy attached) regarding the potential room tax legislation and the City Attorney spoke with the Senator's and the Representative's staff. At the time, the subject had not been scheduled by the Senate. At the time of this writing on March 16, 2012, no further action on SB 438 or AB 563 was found on wis.gov, but the Session had not finally adjourned.

COUNCIL ACTION REQUESTED

As the Common Council may determine appropriate.

RESOLUTION NO. 2012-_____

RESOLUTION OPPOSING PROPOSED AMENDMENT OF
WISCONSIN STATUTE § 66.0615, SENATE BILL 438 AND
ASSEMBLY BILL 563 RELATED TO HOTEL ROOM TAX REVENUES

WHEREAS, Senate Bill 438 and Assembly Bill 563 (herein the "Proposed Legislation") have been introduced in the Wisconsin Legislature, and have been referred to Senate and Assembly Committees for review, consideration and recommendation to the full body of the Legislature; and

WHEREAS, Wis. Stat. § 66.0615 currently authorizes the City of Franklin to collect and retain for tourism and general fund purposes a room tax levied upon all hotels located in the City; and

WHEREAS, pursuant to the provisions of Wis. Stat. § 66.0615, the City's budget includes anticipated revenue from room taxes of \$163,681.00, which revenue historically for ever in the City has been designated for general fund purposes to promote and protect the health, safety and welfare of the Community; and

WHEREAS, the Proposed Legislation, if adopted, would decrease the City's revenue, based on the 2012 budget, by the sum of \$163,681.00, an amount which is substantial and an amount which would likely result in the reduction of essential services necessary to serve the Community; and

WHEREAS, the Proposed Legislation, if adopted, would also invade the legislative authority of the Common Council by authorizing individuals to initiate action in the Circuit Court of Milwaukee County challenging the allocation and use of room tax revenues.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, by enactment and adoption of this Resolution, express their opposition to the proposed amendment of Wis. Stat. § 66.0615 as set forth in Senate Bill 438 and Assembly Bill 563, and hereby urge the Wisconsin State Legislature to reject Senate Bill 438 and Assembly Bill 563.

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.

RESOLUTION NO. 2012-_____

Page 2

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Begin forwarded message:

From: "tom2563@att.net" <tom2563@att.net>

Date: March 13, 2012 12:11:10 AM CDT

Cc: "Sen.Lazich@legis.wisconsin.gov" <Sen.Lazich@legis.wisconsin.gov>, Stone Jeff <Rep.Stone@legis.wisconsin.gov>

Subject: **SB 438 and AB 563**

Reply-To: "tom2563@att.net" <tom2563@att.net>

Senator Lazich and Representative Stone,

I received a letter from Mayor Ed McAleer with a City of Delafield resolution opposing the above proposed legislation which would substantially remove room tax revenue from local municipality general revenue funding use. I had the subject placed on the agenda for the next City of Franklin Common Council meeting which took place on March 6 and also the ICC agenda for its meeting which occurred today. The Franklin Common Council directed the City Attorney to draft a Franklin resolution patterned after the Delafield resolution and to return it to the next Common Council meeting. There was opposition to the proposed bills expressed at the ICC meeting this afternoon. Later today, amongst the press of our other local business, we learned that the Legislative Session is scheduled to end this week, prior to any further potential further response from the Franklin Common Council or the ICC. Under the circumstances, I am hereby expressing my opposition to and providing the above information with regard to the subject bills. SB 438 and AB 563 remove substantial revenues from local governments upon which they have relied for many years, and also at a time when local budgets have been historically challenged to provide the basic needs of the health, safety and welfare required by all Wisconsin communities. I am directing the City Attorney to call your offices in the morning to further the information set forth in this correspondence. Please oppose SB 438 and AB 563. Thank you.

Sincerely,

Thomas M. Taylor
Mayor, City of Franklin
Chairman, ICC

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	SUBJECT: A resolution awarding contract to the lowest bidder, Stark Asphalt, in the amount of \$90,200.00, for the installation of final pavement surface in the Innovative Wellness Center	3/20/12 ITEM NO. <i>6.7.</i>

BACKGROUND

The City received bids on March 14, 2012 for the installation of the final pavement surface and utility adjustments for completion of the Innovative Wellness Center Development.

The streets to be surfaced are W. Falcon Lane and S. 100th Street.

ANALYSIS

The bids received were as follows:

Stark Asphalt	\$ 90,200.00
Payne & Dolan	\$ 98,738.50
Black Diamond Group	\$104,613.50

Staff recommends the award to Stark Asphalt in the amount of \$90,200.00.

Note: A 10% bid bond was not enclosed with the Stark Asphalt bid. This matter has been turned over to the City Attorney to be evaluated as a valid exception.

OPTIONS

Approve

or

Deny the award

FISCAL NOTE

There is no fiscal impact on the City. Funds are available for the public street paving from the letter of credit.

RECOMMENDATION

Motion to adopt Resolution No. 2012-_____, a resolution awarding contract to the lowest bidder, Stark Asphalt, in the amount of \$90,200.00, for the installation of final pavement surface in the Innovative Wellness Center.

MB/sg

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2012 - _____

A RESOLUTION AWARDDING CONTRACT TO THE LOWEST BIDDER,
STARK ASPHALT, IN THE AMOUNT OF \$90,200.00, FOR THE INSTALLATION OF
FINAL PAVEMENT SURFACE IN THE INNOVATIVE WELLNESS CENTER

WHEREAS, the City of Franklin advertised and solicited bids for the installation of the final pavement surface and utility adjustments in the Innovative Wellness Center Development; and

WHEREAS, the low bidder was Stark Asphalt, with bid of \$90,200.00; and

WHEREAS, Stark Asphalt are qualified public works contractors.

WHEREAS, it is in the best interest of the City as recommended by the City's staff to award the contract at the total base bid of \$90,200.00 to Stark Asphalt.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Stark Asphalt be awarded the contract for the installation of the pavement surface and utility adjustments in the Innovative Wellness Center.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Stark Asphalt on behalf of the City.

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

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

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

MB/sg

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	SUBJECT: Replacement for the retiring Sewer and Water Superintendent.	3/20/12 ITEM NO. <i>G.8.</i>

BACKGROUND

Please be advised that staff has received official notice that Mr. Roy Kainz, Sewer and Water Superintendent, will be retiring after 40 years of service with the City. Roy has been the only Water Superintendent and only the second Sewer Superintendent. He has a wealth of knowledge he will be taking with him.

ANALYSIS

It is my understanding that Mr. Kainz will be leaving the State shortly after retirement so he will not be available after retirement. It is staff's recommendation that this position be filled at least 30 days before Roy's last day. The process would include posting and then, if not filled by posting, the position would be advertized. I assume it could take 90 days to fill this position. Roy, is and has been an excellent Sewer and Water Superintendent and will be greatly missed.

OPTIONS

Approve
Or
Table

FISCAL NOTE

Funds are available in the Sewer and Water Department for the overlapping salaries.

RECOMMENDATION

Motion to authorize staff to begin the process to fill the position of Superintendent of Sewer and Water.

JMB/db

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<p style="text-align: center;">APPROVAL</p> <p><i>Slw</i> </p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">3/20/2012</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Amend the Civil Service System Personnel Administration Program to reinstate a prior policy related to application of vacation allowance for Dispatchers</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.9.</i></p>

It has come to my attention that Section 10.4.1.1 of the Civil Service System Personnel Administration Program, as written, deviates from the City's practice of determining and allocating vacation allowances to Dispatchers. This deviation was not intended in the initial drafting of the Personnel Administration Program. Following is an explanation of the circumstances and suggested language for a revision to the Civil Service System Personnel Administration Program.

As with all full-time City employees, vacation allowances increase with years of services. With Dispatchers the milestone years are 1, 5, 13, 18, and 22 years of service. When a Dispatcher reaches one of these anniversary dates their vacation accrual allowance or requirements change. Dispatchers also had historically received their vacation allowance for the year in an annual lump-sum at the beginning of January. This long-time practice was not specifically set forth in the prior labor agreement, so when the Personnel Administration Program was drafted this January lump-sum allocation was clearly established within the policy text.

When an individual Dispatcher hit one of the milestone anniversary dates the long-time practice was to then award the added days of vacation mid-year. The labor contract also did not spell this out specifically, but the practice was not inconsistent with the labor contract language. Nonetheless, it was always the interpretation of the prior labor contract language.

Unfortunately, the method used to incorporate the "January lump-sum" language into the Personnel Administration Program inadvertently now specifically restricts the ability to award the additional vacation allowance mid-year upon achieving each certain anniversary milestone. Since the language is now very clear, I cannot simply choose to interpret it in a manner that allows for the added week to accrue on the anniversary date. The net effect is to cause the additional vacation accrual to not occur until the following January 1st, effectively changing the policy that was intended to have been drafted into the Civil Service System.

Although at some point the City may elect to review all of the vacation allowance practices and alter or standardize them to a greater degree, it was not our intent to do so at this time. Following is a proposed change to Section 10.4.1.1 of the Civil Service System Personnel Administration Program that corrects the above oversight. [Please note: It also clarifies the language regarding the 22 years-of-service milestone, although neither the implementation, nor intent, is being changed.]

"10.4.1.1 Dispatchers: Dispatchers shall accrue vacation leave once annually (lump-sum) on January first of each year, except a new employee shall receive their first lump-sum on their first anniversary date and each additional change in vacation allowance or related requirements shall first occur on the specified anniversary date. Vacation allowance shall not be accumulated from year to year, except as may be permitted by the Police Chief. An employee who separates employment prior to their anniversary date in any given year who has used all of their vacation allotment for that year is subject to an adjustment to their separation payout to reconcile for vacation used but not earned for the period between their separation date and their anniversary date. The lump-sum amount shall reflect the following schedule: ten working days of vacation with full pay after completion of one year of employment; fifteen working days of vacation with full pay after completion of five years of employment; twenty working days of vacation with full pay after completion of thirteen years of employment; twenty-five working days of vacation with full pay after completion of eighteen years of employment, provided that until the employee has completed twenty-two years of service the employee has accumulated at least one hundred thirty (130) days of sick leave at their eighteen-year anniversary or at the end of the year prior to the year in which the vacation is to be taken, that five (5) days will be deducted from the sick leave account of the employee, and that the employee makes such a request in writing during the month of their eighteen-year anniversary date or prior to January 1st of each subsequent year."

This item is scheduled to be taken up by the Personnel Committee at their March 19, 2012 meeting. The Director of Administration will then apprise the Common Council of the action taken by the Personnel Committee for this item (if any).

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No 2012-_____, "A Resolution to Amend the Civil Service System Personnel Administration Program to Reinstate a Prior Policy Related to Application of Vacation Allowance for Dispatchers".

RESOLUTION NO. 2012-_____

A RESOLUTION TO AMEND THE CIVIL SERVICE SYSTEM PERSONNEL ADMINISTRATION PROGRAM TO REINSTATE A PRIOR POLICY RELATED TO APPLICATION OF VACATION ALLOWANCE FOR DISPATCHERS

WHEREAS, Section 10.4.1.1 of the Civil Service System Personnel Administration Program, as written, deviates from the City's practice of determining and allocating vacation allowances to Dispatchers; and

WHEREAS, this deviation was not intended in the initial drafting of the Personnel Administration Program; and

WHEREAS, when an individual Dispatcher hit one of the milestone anniversary dates, the long-time practice was to then award the added days of vacation mid-year instead of an annual lump-sum at the beginning of January as was the language that was incorporated into the Personnel Administration Program.

NOW, THEREFORE, BE IT RESOLVED, that Section 10.4.1.1 of the Civil Service System Personnel Administration Program be changed to read as follows:

"10.4.1.1 Dispatchers: Dispatchers shall accrue vacation leave once annually (lump-sum) on January first of each year, except a new employee shall receive their first lump-sum on their first anniversary date and each additional change in vacation allowance or related requirements shall first occur on the specified anniversary date. Vacation allowance shall not be accumulated from year to year, except as may be permitted by the Police Chief. An employee who separates employment prior to their anniversary date in any given year who has used all of their vacation allotment for that year is subject to an adjustment to their separation payout to reconcile for vacation used but not earned for the period between their separation date and their anniversary date. The lump-sum amount shall reflect the following schedule: ten working days of vacation with full pay after completion of one year of employment; fifteen working days of vacation with full pay after completion of five years of employment; twenty working days of vacation with full pay after completion of thirteen years of employment; twenty-five working days of vacation with full pay after completion of eighteen years of employment, provided that until the employee has completed twenty-two years of service the employee has accumulated at least one hundred thirty (130) days of sick leave at their eighteen-year anniversary or at the end of the year prior to the year in which the vacation is to be taken, that five (5) days will be deducted from the sick leave account of the employee, and that the employee makes such a request in writing during the month of their eighteen-year anniversary date or prior to January 1st of each subsequent year."

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 20th day of March, 2012 by Alderman _____.

Passed and adopted by the Common Council of the City of Franklin this 20th day of March, 2012.

APPROVED:

ATTEST:

Thomas M. Taylor, Mayor

Sandra L. Wesolowski, Director of Clerk Services

AYES ___ NOES ___ ABSENT ___

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<p style="text-align: center;">APPROVAL</p> <p><i>Slw</i> <i>MMW</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">3/20/2012</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Interim Quarry Blast Monitoring Proposal from Aquifer Science & Technology</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.10.</i></p>

The 2012 Budget includes expenditure and revenue appropriations to reinstitute contracted quarry monitoring. The first, working draft of a Request for Proposal (RFP) has been prepared based upon the past RFP and contracts used by the City, other RFP's issued by other communities that monitor a quarry, best practices for service RFP's, and City boilerplate. I have identified an experienced geoscientist who has provided me with technical input and suggestions that are being incorporated at this time. A final draft version for the purpose of Common Council and public review and comment should be available within two weeks.

Although an RFP can create a very fair process for consideration of service providers and for identifying possible alternatives based upon the respondent's experience and expertise, the RFP process itself can be time consuming. In this particular instance, citizens of the quarry area who attended a neighborhood-sponsored meeting on quarry issues last fall requested an opportunity to review the proposed monitoring program design prior to issuance of the RFP. That additional step could further extend the RFP process.

As such, I have obtained a proposal from Aquifer Science & Technology, a division of Ruckert-Mielke, (Aquifer Science) to quickly reinstitute basic seismographic and direct inspection monitoring of the quarries while the full RFP process is completed. As I am sure you are aware, Aquifer Science previously performed quarry monitoring on the City's behalf so they are familiar with our circumstances and our PDD. Additionally, senior personnel involved in the monitoring at that time are still available and would participate in this interim process.

It would take a few weeks to get the process established because it is necessary to recalibrate the seismographs which have been sitting for a number of years. Nonetheless, it could still be instituted within a few weeks and prior to heavy engagement into the construction season. Those couple of weeks would also enable the City to complete a quarry notification and inspection plan review process that is required by the PDD and that helps to engage the quarries themselves into the monitoring process. Again, this is a requirement of the PDD.

The amount of service proposed in the RFP is appropriate based upon past experience and the capabilities of the seismographs. The hourly rates are not inconsistent with expected market rates for consulting services of this nature. In addition to the seismographic blast monitoring, the proposal also includes site inspections and air quality opacity monitoring. As such, I believe this interim action still generally meets the level of monitoring previously performed. Particularly since this is intended only as an interim process for approximately two months while the RFP process is completed, I believe the proposal would satisfy our initial needs. The most significant thing not incorporated into this initial step, a component that is an important part of the RFP itself, is the initiation of quantified air quality monitoring using appropriate particulate measuring devices. This, ultimately, will be an enhancement from past levels of quarry monitoring.

Although a rough estimate, after the start-up cost of recalibrating the seismograph and an initial quarry training, the monitoring will likely run between \$1,500 and \$2,000 per month. The most expensive portion, which is an option that can be considered later, is using the Senior Geoscientist to compile and analyze the results, the need for which can be determined after we see how long the RFP process takes.

Lastly, I should point out one alternative. As a professional service, it is not required that the hiring process incorporate an RFP process. It is within the authority of the Common Council to direct staff to simply negotiate a contract, including both price and scope of service, with a service provider, for example Aquifer Science given their experience and past positive performance. The scope of work would simply be crafted so as to do as much monitoring as possible for the available, quarry-provided funds.

COUNCIL ACTION REQUESTED

Authorize the Mayor to accept and execute the interim blast monitoring proposal submitted by Aquifer Science.

Aquifer Science & Technology

Your Ground Water Resource

A division of Ruekert/Mielke, Inc.

March 8, 2012

Mr. Mark Luberda
Director of Administration
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

RE: Franklin Quarry Interim Blast Monitoring Proposal

Dear Mr. Luberda:

Aquifer Science and Technology (AST), a division of Ruekert/Mielke (R&M), is pleased to submit this proposal to provide quarry blast monitoring services for the City of Franklin, Wisconsin (the City). As you are aware, AST performed quarry blast monitoring activities for the City between 2001 and 2005. Both John Jansen (formerly of AST and now with Cardno ENTRIX) and I were actively involved in the data collection, evaluation, interpretation, and report preparation activities. To provide you with the best possible product, we will be teaming with John Jansen to perform the blast monitoring activities. The experience gained during the previous blast monitoring will allow us to provide the City with an efficient and effective monitoring plan. Our proposed scope of work follows.

Blast Monitoring

We understand that the proposed blast monitoring will be conducted on an interim basis, and will take place for approximately two to three months, at which time the City will issue a request for proposal to conduct longer duration blast and quarry monitoring activities. We also understand that we will likely be utilizing the Quarry Park vault for placement of the blast monitor (seismometer or seismograph) and data collection. If the City desires, we would be happy to install the seismometer at various locations as was done previously.

Consistent with the previous blast monitoring activities, we assume that we will only monitor the ground vibration attributable to the quarry blasting, and not utilize the microphone to record the air blast. We will tentatively download the seismograph on a weekly basis. If there is sufficient room in the vault at Quarry Park we will hook the seismometer to an external power source (a deep cycle marine battery) and download the data on a bi-weekly basis.

--Water Dept > AST > Proposal > Luberda-20120308-Franklin Quarry Blast Monitoring Proposal.doc--

W233 N2080 RIDGEVIEW PARKWAY
WAUKESHA, WISCONSIN 53188-1020
262.542.5733
262.542.5631 FAX

Mr. Mark Luberda
Director of Administration
City of Franklin
March 8, 2012
Page 2

We will review the blasting records and seismograms on a monthly basis to check for compliance with the standards required in the Planned Development District Ordinances (PDD). The blast monitoring will be directed by John Jansen. John has conducted numerous seismic investigations and has years of experience in vibration analysis and monitoring the propagation of seismic energy through earth materials. The cost for these services will be conducted at our standard hourly rates as shown on the attached fee schedule. We anticipate that on average, the typical trip to and from the site to download the seismometer, including accessing the vault, changing the external batteries if applicable, performing the download, re-setting the instrument and closing the vault will take three hours, plus mileage from Waukesha.

Quarry Monitoring

We have also included costs for performing quarry monitoring site visits. During each site visit we will observe and visibly monitor the operations to determine if the quarries are complying with state and federal regulations in regards to items that involve public health, safety and the welfare of the citizens of Franklin. The items for observation and monitoring will include noise, opacity and air quality, dust control, and other operations that may affect the citizens of Franklin or the environment. The significant findings of each visit will be documented on a standardized site visit form that was utilized by AST during the previous monitoring program. The cost for these services will be conducted at our standard hourly rates as shown on the attached fee schedule and should take no more than 4 hours, including travel to and from Waukesha. If the City chooses to have us perform the quarry monitoring, we will need to attend an orientation/training session at the quarry prior to performing any onsite monitoring activities. We anticipate the orientation/training session will take approximately 4 hours, including travel time and that the quarry monitoring will take no longer than two hours.

Reports and Meetings

If the City desires, we will prepare a report for the City, which describes our blast monitoring and data collection activities and observations at the quarries. We will summarize the results of the monitoring and discuss any areas of concern. We will also include recommendations for any matters requiring further attention or modification of the PDD. If desired, we will also attend meetings with City personnel, the City Council, or other various committees as appropriate to discuss matters of interest. The cost for these services will be conducted at our standard hourly rates as shown on the attached fee schedule. We anticipate that John will be attending the meetings, and that the meetings will not take longer than two hours. If the City authorizes us to prepare a

Aquifer Science & Technology

Your Ground Water Resource

A division of Ruckert/Mielke, Inc.

Mr. Mark Luberda
Director of Administration
City of Franklin
March 8, 2012
Page 3

letter report upon completion of the interim blast monitoring, the cost will not exceed \$5,000.

Other Fees

Prior to beginning the blast monitoring activities at least one of the seismometers will need to be sent to the manufacturer in New York to be calibrated. It is recommended that the calibration be completed annually and these meters have not been calibrated since at least 2004. Additionally, the internal batteries have gone bad and need to be replaced. The estimated cost to calibrate one seismometer is \$550 and breaks down as follows: calibration, \$350; new battery, \$75; and shipping \$125. If we utilize external batteries (two will be required for each seismometer), the cost is estimated at \$300 (\$150 each).

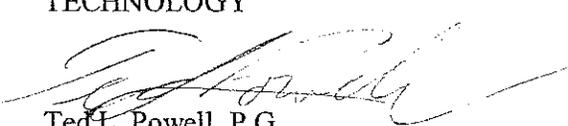
Key Personnel Assigned to Project

The blast monitoring will be directed by John Jansen, P.G., and Ph.D. The field monitoring will be performed by Ted Powell, P.G., and Steve Grady, or other staff engineering technicians, as warranted.

The above described professional services will be provided to you in accordance with the attached two page, **Standard Terms & Conditions** dated December 7, 2000, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning two fully executed copies to our office.

Very truly yours,

AQUIFIER SCIENCE AND
TECHNOLOGY



Ted L. Powell, P.G.
Senior Hydrogeologist

TLP:tag
Enclosures

cc: Mike Campbell, P.E., Ruckert/Mielke
Patrick T. Wohlers, P.E., Ruckert/Mielke
Ryan T. Amtmann, P.E., Ruckert/Mielke
File

W233 N2080 RIDGEVIEW PARKWAY
WAUKESHA, WISCONSIN 53188-1020
262.542.5733
262.542.5631 FAX

Aquifer Science & Technology

Your Ground Water Resource

A division of Ruekert/Mielke, Inc.

Mr. Mark Luberda
Director of Administration
City of Franklin
March 8, 2012
Page 4

CLIENT NAME:

City of Franklin

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

ENGINEER:

Ruekert & Mielke, Inc.

By:  _____

Title: Senior Vice President

Date: March 8, 2012

Designated Representative:

Name: Ted L. Powell, P.G.

Title: Senior Hydrogeologist

Phone Number: (262) 542-5733

Facsimile Number: (262) 542-5631

Aquifer Science & Technology

Your Ground Water Resource

A division of Ruekert/Mielke, Inc.

**City of Franklin
Interim Quarry Blast Monitoring Proposal
March 8, 2012**

Ruekert/Mielke Standard Hourly Rates

Senior Geoscientist	\$210.00
Hydrogeologist 2/Project Manager	120.00
Engineering Technician 2	82.00
Administrative Assistant 4	58.00

A. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. Authorized Representative

Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and duties and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of each respective party.

C. Payments to ENGINEER

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall retain an ownership and property interest therein. Reuse of any documents pertaining to this Agreement by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, defend, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER.

E. Opinions of Probable Construction Cost

Construction Cost is the cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.

F. Total Project Costs

Total Project Costs are the sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, OWNER's costs for legal, accounting, insurance counseling or auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to OWNER.

G. Hazardous Environmental Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Project. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and Regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.

H. Access

OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

I. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents, and consultants, or any of them to OWNER and anyone claiming by, through, or under OWNER, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of ENGINEER or ENGINEER's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not exceed the total amount of \$2,000,000.

J. Insurance

ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.

K. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination.

L. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph L.2. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph L.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph L.1. is subject to and limited by the provisions agreed to by OWNER and ENGINEER in paragraph I. "Limit of Liability," of this Agreement.

M. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or the ENGINEER. ENGINEER's services under this Agreement are being performed solely for the OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with CONTRACTORS and other entities involved in this project to carry out the intent of this paragraph.

N. Force Majeure

ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER's reasonable control.

O. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

P. Dispute Resolution

1. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out of relating to this Agreement or the breach thereof ("disputes") to mediation.

Q. Construction Review

1. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

END OF DOCUMENT

Page 2 of 2 pages
(Standard Terms and Conditions)

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 3/20/12
Reports & Recommendations	SUBJECT: Change orders for the Ryan Creek Interceptor (RCI) to enlarge manholes in three of the four contracts for the installation of sanitary sewer serving the southwest portion of the City	ITEM NO. G.11

BACKGROUND

Pursuant to a letter dated March 1, 2012 from Joseph W. Eberle of the consulting firm of Ruekert-Mielke who is under contract to design the RCI, he has indicated that after receiving the shop drawing, it became apparent that eleven of the manholes needed to be increased in diameter to accommodate the large diameter piping (see attached letter).

ANALYSIS

The total cost for increasing the size of the manholes is \$53,850 and are divided into the three contracts as follows:

1. Contract CO2006-C02 (Super Excavators) Change Order No. 1 to upsize 6 manholes at an increase in cost of \$30,700.00, increasing the cost from \$3,338,775.00 to \$3,369,475.00.
2. Contract CO2006-C03 (D.F. Tomasini, Inc.) Change Order No. 2 to upsize 3 manholes at an increase in cost of \$15,350.00, increasing the cost from \$5,474,692.00 to \$5,490,042.00. (Note: Change Order No. 1 was to eliminate any DNR permits relative to wetlands.)
3. Contract CO2006-C04 (Globe Contractors, Inc.) Change Order No. 1 to upsize 2 manholes at an increase in cost of \$7,800.00, increasing the cost from \$4,797,210.00 to \$4,805,010.00.

OPTIONS

Approve
or
Table

FISCAL NOTE

Funds to be taken from RCI account which will be a part of the low interest loan and repaid by the District. District staff and DNR have given preliminary approval. Both will be required to sign the Change Order.

RECOMMENDATION

Motion to authorize the City Engineer to sign the following Change Orders:

1. Contract CO2006-C02 (Super Excavators) Change Order No. 1 to upsize 6 manholes at an increase in cost of \$30,700.00, increasing the cost from \$3,338,775.00 to \$3,369,475.00.
2. Contract CO2006-C03 (D.F. Tomasini, Inc.) Change Order No. 2 to upsize 3 manholes at an increase in cost of \$15,350.00, increasing the cost from \$5,474,692.00 to \$5,490,042.00. (Note: Change Order No. 1 was to eliminate any DNR permits relative to wetlands.)
3. Contract CO2006-C04 (Globe Contractors, Inc.) Change Order No. 1 to upsize 2 manholes at an increase in cost of \$7,800.00, increasing the cost from \$4,797,210.00 to \$4,805,010.00.

JMB/sg
Encl.

RECEIVED

MAR 05 2012

City of Franklin
Engineering Department

March 1, 2012

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

RE: Ryan Creek Sanitary Sewer Interceptor
Manhole Size Changes

Dear Mr. Bennett:

During the design of the Ryan Creek Sanitary Sewer Interceptor, we researched with a regional manhole manufacturer the manhole size required for each of the 45 manholes on this Project. Given the size of the pipe (36"/42"/48"), each of these manholes requires oversized manholes (larger than standard 48" diameter). In addition, we specified a specific type of manhole pipe seal in order to reduce the infiltration into the sewer system to a negligible amount. The resultant manhole sizes determined were the sizes bid.

After Project award, we received Shop Drawings for the manholes from each of the 3 Contractors. These Shop Drawings are produced for the Contractors by the manhole manufacturers after they complete the final manhole design for each of the manholes. It was at this point that it was determined that on some of the manholes, the original sizes were just too tight to accommodate both the pipe sizes and the pipe/manhole seals and still minimize infiltration. At that point, we upsized 11 of the manholes on size to ensure we have a tight system.

We requested cost increase information from each of the 3 Contractors and did a thorough cost analysis of the requested increases. The resultant reviewed and approved increases are represented in the attached Change Orders which amount to a total of \$53,850.00.

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

Even with these increases, we remain under budget on this Project as a whole.

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

CHANGE ORDER

No. One (1)

Date of Issuance: February 27, 2012

Effective Date: February 27, 2012

Project: Ryan Creek Sanitary Sewer Interceptor 76th Street To 92nd Street, City of Franklin

Contract: C02006-C02

Owner: City of Franklin

Effective Date of Agreement: November 14, 2011

Contractor: Super Excavators, Inc.

Engineer: Ruekert/Mielke

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

Description: Increase size for Manholes 12, 15, 18, 19, 20, and 21

Reason for Change Order: Size increase necessary to allow for manhole/pipe seals.

Attachments: Listing of manhole changes.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 3,338,775.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
● Increase ● ● Decrease ● from previously approved Change Orders No. ___ to No. ___: \$ 0.00	● Increase ● ● Decrease ● from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 3,338,775.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ 30,700.00	● Increase ● ● Decrease ● of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 3,369,475.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:
By: *J. W. Eberle*
Engineer (Authorized Signature)

Joseph W. Eberle, P.E.
Ruekert / Mielke

Date: 2/27/12

APPROVED:

By: _____
MMSD (Authorized Signature)

Date: _____

ACCEPTED:
By: _____
Owner (Authorized Signature)

City of Franklin

Date: _____

APPROVED:

By: _____
DNR (Authorized Signature)

Date: _____

ACCEPTED:
By: *[Signature]*
Contractor (Authorized Signature)

Super Excavators, Inc.

Date: 2/28/12

**CITY OF FRANKLIN
 RYAN CREEK SANITARY SEWER INTERCEPTOR
 MANHOLE SIZE INCREASES
 Contract C02006-C02**

Bid Item	Manhole Number	Original Manhole Size	Revised Manhole Size	Additional Cost
13	12	96	108	\$ 7,550.00
16	15	96	108	7,550.00
19	18	84	96	3,900.00
20	19	84	96	3,900.00
21	20	84	96	3,900.00
22	21	84	96	3,900.00
Total Cost				<u><u>\$ 30,700.00</u></u>

CHANGE ORDER

Two
No. ~~Four~~ (2)

Date of Issuance: February 27, 2012

Effective Date: February 27, 2012

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

Contract: C02006-C03

Owner: City of Franklin

Effective Date of Agreement: November 14, 2011

Contractor: D.F. Tomasini, Inc.

Engineer: Ruekert/Mielke

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

Description: Increase size for Manholes 23, 26, and 30.

Reason for Change Order: Size increase necessary to allow for manhole/pipe seals.

Attachments: Listing of manhole changes.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 5,374,692.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase from previously approved Change Order No. <u>1</u> : \$ 100,000.00	● Increase ● ● Decrease ● from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 5,474,692.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ 15,350.00	● Increase ● ● Decrease ● of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 5,490,042.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:
By: *Joseph W. Eberle*
Engineer (Authorized Signature)

Joseph W. Eberle, P.E.
Ruekert / Mielke

Date: 2/27/12

APPROVED:

By: _____
MMSD (Authorized Signature)

Date: _____

ACCEPTED:
By: _____
Owner (Authorized Signature)

City of Franklin

Date: _____

APPROVED:

By: _____
DNR (Authorized Signature)

Date: _____

ACCEPTED:
By: *Jerry Bliska*
Contractor (Authorized Signature)

D.F. Tomasini, Inc.

Date: 2/28/12

CITY OF FRANKLIN
RYAN CREEK SANITARY SEWER INTERCEPTOR
MANHOLE SIZE INCREASES
Contract C02006-C03

<u>Bid Item</u>	<u>Manhole Number</u>	<u>Original Manhole Size</u>	<u>Revised Manhole Size</u>	<u>Additional Cost</u>
15	23	84	96	\$ 3,900.00
11	26	84	96	3,900.00
17	30	96	108	7,550.00
		Total Cost		<u>\$ 15,350.00</u>

CHANGE ORDER

No. One (1)

Date of Issuance: February 27, 2012

Effective Date: February 27, 2012

Project: Ryan Creek Sanitary Sewer Interceptor 112th St. to 124th St., City of Franklin

Contract: C02006-C04

Owner: City of Franklin

Effective Date of Agreement: November 14, 2011

Contractor: Globe Contractors, Inc.

Engineer: Ruekert/Mielke

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

Description: Increase size for Manholes 37 and 39.

Reason for Change Order: Size increase necessary to allow for manhole/pipe seals

Attachments: Listing of manhole changes.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 4,797,210.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
●Increase● ●Decrease● from previously approved Change Orders No. ___ to No. ___: \$ 0.00	●Increase● ●Decrease● from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 4,797,210.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ 7,800.00	●Increase● ●Decrease● of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 4,805,010.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:
By: *J. W. Eberle*
Engineer (Authorized Signature)

Joseph W. Eberle, P.E.
Ruekert / Mielke

Date: 2/27/12

APPROVED:

By: _____
MMSD (Authorized Signature)

Date: _____

ACCEPTED:
By: _____
Owner (Authorized Signature)

City of Franklin

Date: _____

APPROVED:

By: _____
DNR (Authorized Signature)

Date: _____

ACCEPTED:
By: *Rob O. Osh*
Contractor (Authorized Signature)

Globe Contractors, Inc.

Date: 2-28-12

CITY OF FRANKLIN
 RYAN CREEK SANITARY SEWER INTERCEPTOR
 MANHOLE SIZE INCREASES
 Contract C02006-C04

Bid Item	Manhole Number	Original Manhole Size	Revised Manhole Size	Additional Cost
7	37	84	96	\$ 3,900.00
9	39	84	96	3,900.00
Total Cost				<u>\$ 7,800.00</u>

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	SUBJECT: A resolution authorizing officials to execute an Engineering Services Agreement with Ruckert-Mielke for the sanitary sewer extension in W. Ryan Road from S. 112th Street to the City limits.	3/20/12 ITEM NO. <i>G.12</i>

BACKGROUND

Pursuant to the direction of the Common Council at their regular meeting of March 6, 2012 relative to the installation of sanitary sewer on W. Ryan Road from S. 112th Street to the west City limits, please be advised that staff is recommending that the firm that designed the Ryan Creek Interceptor (RCI) be selected to design the local sanitary sewer on the subject section of W. Ryan Road as the sewers will be located within the rights-of-way of W. Ryan Road and will connect at a number of locations to the RCI.

ANALYSIS

One of the main advantages to the installation of both sanitary sewers during the same construction season is that the roadway will have to be paved just one time. The paving costs are included in the RCI costs paid for by the District.

It would be advantageous to have one contractor do both projects and staff is working with the City Attorney to see if a change order could be approved with Globe Construction who is constructing the RCI such that the local sewer can be installed at the same time that the interceptor sewer is laid.

It is also necessary to move the local sanitary sewer along such that it will be completed along with the RCI and the pavement installed before the end of the paving season.

A special assessment public hearing will need to be held and a preliminary resolution for special assessment be adopted before proceeding with this project.

Staff has recommended and Ruckert-Mielke has agreed to an engineering service's agreement at 6 percent of the low bid for all design up through the bidding with inspection and record drawing as a separate cost.

OPTIONS

Approve
or
Table

FISCAL NOTE

Total project cost will be financed through special assessment and sanitary sewer impact/connection fees.

RECOMMENDATION

Motion to adopt Resolution No. 2012 - _____ a resolution authorizing officials to execute an Engineering Services Agreement with Ruckert-Mielke for the sanitary sewer extension of W. Ryan Road from S. 112th Street to the City limits.

JMB/db

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2012- _____

A RESOLUTION AUTHORIZING OFFICIALS
TO EXECUTE AN ENGINEERING SERVICES AGREEMENT
WITH RUEKERT-MIELKE
FOR A SANITARY SEWER EXTENSION ON W. RYAN ROAD
FROM S. 112TH ST. TO THE WEST CITY LIMITS.

WHEREAS, area property owners have requested sanitary sewer extension due to failing septic systems on W. Ryan Road from W. S. 112th St. to the west City limits, and

WHEREAS, the City has surveyed the affected property owners and the majority are in favor of the extension of sanitary sewer, and

WHEREAS, the extension of sanitary sewer will eliminate pollution from the failing septic systems, and

WHEREAS, a proposal for engineering services for this sanitary sewer extension has been submitted by Ruekert-Mielke Engineering Consulting Firm which are the design engineers for the Ryan Creek Interceptor, and

WHEREAS, it is highly desirable to select the same firm that designed the Ryan Creek Interceptor for the extension of sewer on W. Ryan Road as both sewers will be located within the street right-of-way, and

WHEREAS, cost saving will be realized as the resurfacing of this section of W. Ryan Road can be completed after both sanitary sewers are installed.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized to execute an agreement whereby Ruekert-Mielke shall provide engineering services for the extension of sanitary sewer on W. Ryan Road from S. 112th St. to the west City limits for a fee as established in the agreement. This agreement being subject to review and approval of City Attorney.

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

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

APPROVED:

Thomas Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

March 15, 2012

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

RE: Ryan Road Sanitary Sewer Extension
Proposal for Engineering Design and Bidding Services

Dear Mr. Bennett:

The City of Franklin has been petitioned to provide sanitary sewer service to several property owners along West Ryan Road west of South 112th Street. Local sanitary sewers were planned to be extended to service these properties by connecting to the Ryan Creek Interceptor. We understand this Project to include extending 8-inch diameter local sanitary sewers to serve existing and future development adjacent to Ryan Road from South 112th Street westerly to South 124th Street and a segment on South 116th Street; a total distance of approximately 4,200 feet.

Our involvement in the design and construction of the Ryan Creek Interceptor and the amount of topographic survey information that Ruekert/Mielke previously gathered puts Ruekert/Mielke in a good position to provide the most cost-effective design of the local sewer along Ryan Road.

There are advantages to constructing the local sewer at the same time as the Ryan Creek Interceptor. Building the local sewer extension in 2012 will minimize the length of time adjacent property owners are impacted by construction, reduce design costs and possibly reduce construction costs. We propose to re-use the majority of the base files from the Ryan Creek Interceptor for the local sewer bidding documents to minimize design costs. Our survey crews will verify relocated utility facilities and establish the location and elevation of existing dwellings to supplement the topographic survey information previously collected. We anticipate coordinating with the Ryan Creek Interceptor contractor to develop plans that may reduce construction costs for the local sanitary sewer contractor. As an example, we assume the local sewer contractor will be able to use the extensive traffic control plan and devices already in place for the Ryan Creek Interceptor saving costs to prepare and implement a separate traffic control plan. Other construction cost saving ideas will be explored during the local sewer design and will be coordinated with other contractors currently on site to determine their feasibility.



Mr. John M. Bennett, P.E.
City of Franklin
March 15, 2012
Page 2

Scope of Services

- Field check and re-use as much as possible the existing topographic survey and orthographic data from the Ryan Creek Interceptor design. Supplement existing survey data with locations and elevations of existing dwellings to be served and determine the current locations of the existing utilities in the Project area.
- Prepare bidding documents including construction drawings and project manual using Ruekert/Mielke's drawing standards and contract forms.
- Prepare and submit applications for permits and approvals to the Department of Natural Resources including an NR 216 Storm Water Permit and a Sanitary Sewer Extension Approval.
- Prepare and submit an application for a permit from Milwaukee County Department of Public Works for work east of Loomis Road.
- Submit proposed sanitary sewer plans to Milwaukee Metropolitan Sewerage District for approval.
- Attend one Utility Coordination meeting with representatives from the existing utilities at City Hall.
- Attend one meeting at City Hall to coordinate with the contractors performing work in the immediate area.
- Provide bidding services including coordination of plan distribution to prospective bidders, subcontractors and suppliers, answer bidder questions, prepare routine addenda, attend bid opening, tabulate bids and recommend award.
- Provide construction administration plus construction staking of Project.

Fee

The above Scope of Services will be provided at a cost of 6% of the constructed cost. This cost does not include construction review or Record Drawings.

Additional services above and beyond the scope of this proposal and miscellaneous reimbursable costs will be invoiced in addition to the estimated fee listed above.



Ruekert·Mielke

engineering solutions for a working world

Mr. John M. Bennett, P.E.
City of Franklin
March 15, 2012
Page 3

Schedule

It is important to complete the design of this Project as soon as possible in order to capitalize on and coordinate with the existing construction work in the immediate area, which should result in reduced construction costs for this Project. We are prepared to proceed with the work listed above immediately upon your authorization. The designs will be completed and applications for permits and approvals will be completed by May 1, 2012 assuming that authorization to proceed is received by March 21, 2012.

We look forward to your authorization to begin this work. If you have any questions or comments regarding our proposal, please contact me.

Very truly yours,

RUEKERT/MIELKE

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

ADP:sjs
cc: File

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	CLOSED SESSION: Acquisition of land for the construction of a multi-use trail on the west side of S. 51st Street from a point 1075 feet north of W. Rawson Avenue to W. Princeton Drive to acquire Parcel No. 2 located at 6881 S. 51st Street	3/20/12 ITEM NO. <i>G.13</i>

The Council may enter closed session pursuant to §19.85(1)(e), Stats. to discuss the acquisition of land for the construction of a multi-use trail on the west side of S. 51st Street from a point 1075 feet north of W. Rawson Avenue to S. Princeton Drive for Parcel No. 2 located at 6881 S. 51st Street and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

COUNCIL ACTION REQUESTED

Motion to enter closed session pursuant to §19.85(1)(e), Stats. to discuss the acquisition of land for the construction of a trail on the west side of S. 51st Street from a point 1075 feet north of W. Rawson Avenue to W. Princeton Drive to acquire Parcel No. 2 located at 6881 S. 51st Street and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

JMB/db

ca\51st St. Acquisition of Parcel 2 for a trail on 51st from a point 1075' north of Rawson to Princeton Drive 2012

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
<i>Slw</i>	Miscellaneous Permits	3/20/2012 ITEM NUMBER <i>H.1.</i>

See attached list from meeting of March 20, 2012

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Alderman's Room

March 20, 2012 – 5:55 p.m.

1.	Call to Order & Roll Call	Time		
2.	Applicant Interviews & Decisions			
	License Applications Reviewed		Recommendations	
Type/ Time	Applicant Information		Approve	Hold
				Deny
Operator 6:00 p.m.	Wichgers, Amanda M 9565 W Forest Home Ave #9 Hales Corners, WI 53130 Walgreens – Loomis Rd			
Operator	Braovac, John D 1335 S 124 th St Brookfield, WI 53005 Croatian Park			
Operator	Fletcher, Heather E 3966 S 92 nd St Greenfield, WI 53228 Walgreens - Loomis Rd			
Operator	Hoefs, Adam J 727 Bass Dr Waterford, WI 53185 Root River Center			
Operator	Hopkins, Carl W 2270 N 119 th St Wauwatosa, WI 533113 Open Pantry			
Operator	Jennings, Jenny L 26448 Kendra Ln Wind Lake, WI 53185 Irish Cottage			
Operator	Steingold, Dale E 1832 108 th St Franksville, WI 53126 Staybridge Suites			
Operator	Toor, Mandeep Singh 3840 W Jerelin Dr Franklin, WI 53132 Franklin Mobil			
3.	Adjournment		Time	

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

APPROVAL <i>JWS</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/20/2012
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I.1.</i>

Provided separately for Council approval is a list of vouchers Nos 1412073 through 142254 in the amount of \$ 14,010,564.41. Included in this listing is \$ (107.70) in Library vouchers. The net City vouchers are \$ 14,010,672.11.

Approval is requested for the net payroll March 9, 2012 in the amount of \$ 343,102.50.

NOTE:

This voucher run includes \$11,472,644.84 in March 1, 2012 debt payments.

This voucher run includes \$1,380,316.76 in RCI related invoices which will be paid on March 29, 2012 after receipt of related Clean Water Fund loan amounts.

COUNCIL ACTION REQUESTED

Motion approving net City vouchers in the range of Nos.141073 through 142254 in the amount of \$ 14,010,672.11.

Approval is requested for the net payroll March 9, 2012 in the amount of \$ 343,102.50.