

CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*

6:45 P.M. OR SUCH LATER TIME AS REQUIRED TO IMMEDIATELY FOLLOW THE
COMMITTEE OF THE WHOLE MEETING SCHEDULED TO BEGIN AT 6:30 P.M. ALL
ON
TUESDAY, SEPTEMBER 4, 2012

- A. Call to Order and Roll Call
- B. Citizen Comment Period
- C. Approval of Minutes
 - 1. Approval of regular meeting of August 21, 2012.
 - 2. Approval of special meeting of August 23, 2012.
- D. Hearings
- E. Organizational Business
 - 1. Boards and Commissions Appointments
 - a. Alderman Kristen Wilhelm, Complete Streets and Connectivity Committee.
 - b. Michelle Lahey Reed, Complete Streets and Connectivity Committee-Dist. #4.
 - c. James Mullarkey, Community Development Authority-Dist. #1.
 - d. Kristine Iwinski, Forward Franklin Economic Development Commission-Dist. #6.
 - e. Michael Sweeney, Forward Franklin Economic Development Commission-Dist. #6.
- F. Letters and Petitions
 - 1. Letter of retirement from Fire Chief Jim Martins.
 - 2. Letter from Kevin Shafer, Executive Director of Milwaukee Metropolitan Sewerage District, requesting approval for a Greenseams Program acquisition of a 17-acre parcel owned by the St. Nikola Church.
- G. Reports and Recommendations
 - 1. Donations
 - a. to the Fair Commission:
 - 1. Lemke's Loomis Landscape Supplies in the amount of \$250.
 - 2. Kenneth Sweeney in the amount of \$250.
 - 3. The Hideaway in the amount of \$250.
 - 4. St. Martins Inn in the amount of \$50.
 - 5. M Squared, Inc. in the amount of \$300.
 - 6. St. Martin of Tours Parish in the amount of \$250.
 - b. to the Fire Department:
 - 1. Jean Maruszewski in the amount of \$100.

2. Pleasant View/Victory Creek Trail Development Project (immediately south of and east of Pleasant View Elementary School which is located at 4601 W. Marquette Avenue): State of Wisconsin Department of Natural Resources grant offers for a Natural Recreation Trails Grant in the amount of \$45,000 and a Stewardship – Acquisition and Development of Local Parks matching grant in the amount of \$51,720.
3. Request from Mayor Taylor to reschedule special Committee of the Whole meeting of 9/10/12 for the purpose of discussing consolidated fire services.
4. Recommendation from the Finance Committee regarding the Public Policy Forum's document "Exploring Shared or Consolidated Services in Southern Milwaukee County".
5. Recommendation from the Police and Fire Commission regarding the Public Policy Forum's document "Exploring Shared or Consolidated Services in Southern Milwaukee County".
6. Renewal of the WENS (Wireless Emergency Notification System) Service Agreement with Inspiron Logistics for the Emergency Notification System.
7. Review and possible revision of the Fund Balance Policy of the General Fund.
8. Resolution authorizing acceptance of easements for People's Choice Corporation for sanitary sewer and water main at 7700 W. Rawson Avenue (SE ¼ Section 4).
9. Resolution accepting storm sewer easement for placement of storm sewer within the property of 11838 W. Ryan Road.
10. Survey of property owners on the west side of S. 76th Street from W. Puetz Road to W. Faith Drive relative to providing sanitary sewer and/or water service prior to the reconstruction of S. 76th Street by Milwaukee County.
11. Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at the eastern corner of W. Loomis Road and W. St. Martins Road (STH 100), from Mixed Use to Commercial Use and to change the City of Franklin Crossroads Trade Area Regulating Plan to allow for such commercial use (approximately 29.48 acres) (David W. Behrens, Principal of GreenbergFarrow Architecture Inc., applicant).
12. Standards, Findings and Decision of the City of Franklin Common Council upon the application of David W. Behrens, Principle of GreenbergFarrow Architecture Inc., for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance.
13. Ordinance to create Section 15-3.0441 of the Franklin Unified Development Ordinance establishing Planned Development District No. 36 (Meijer Grocery and Department Store Development) and to rezone property from B-3 Community Business District, Planned Development District No. 31 (Foresthill Highlands/United Financial Group, Inc.) and FW Floodway District to Planned Development District No. 36 and FW Floodway District (at the eastern corner of W. Loomis Road and W. St. Martins Road [STH 100]).

Franklin Common Council

9/04/12

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14. Resolution conditionally approving a 1 lot Certified Survey Map, being part of the Southeast ¼ of Section 17, Township 5 North, Range 21 East, and that part of the West ½ of the Southeast ¼ of Section 17, Township 5 North, Range 21 East and being all that part of the South ½ of the East ½ of the Southeast ¼ of Section 17, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin (Legend Creek, LLC, Owner, Paul Bouraxis, Registered Agent through David W. Behrens, Principal of GreenbergFarrow Architecture Inc.) (eastern corner of W. Loomis Road and W. St. Martins Road [STH 100]).
 15. Resolution awarding contract to the low bidder, LaLonde Contractors, Inc., for the installation of concrete sidewalk on S. 51st Street from W. Minnesota Avenue south 2,200 feet to the entrance to Clare Meadows in the amount of \$77,609.76.
 16. Franklin Historical Society's request to store barn materials at the Department of Public Works Yard at 7979 W. Ryan Road.
 17. City Hall elevator repair.
 18. Proposal from Industrial Roofing Services, Inc. for Roof System Analysis & Design, Project Document Development, and Project Administration for Roof Area 1 of Franklin City Hall.
 19. Population estimate as of January 1, 2012.
 20. Committee of the Whole Recommendations
 - A. Emergency Notification System-June 2012 Public Health Preparedness Exercise.
 - B. Update on 2011-2012 Pertussis (Whooping Cough) Outbreak.
 - C. Open Burning Permits and Invasive Species.
 - D. Recycling handling-condominiums (referred from 8/7/2012 Common Council meeting).
- H. Licenses and Permits
1. Miscellaneous Licenses.
- I. Bills
1. Vouchers and Payroll approval.
- J. Adjournment

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

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

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

REMINDERS:

September 6	Plan Commission	7:00 p.m.
September 18	Common Council	6:30 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
AUGUST 21, 2012
MINUTES

- ROLL CALL A. The regular meeting of the Common Council was held on August 21, 2012 and called to order at 6:30 p.m. by Mayor Tom Taylor in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Aldermen Tim Solomon, Kristen Wilhelm, Steve Taylor, Doug Schmidt, and Ken Skowronski. Excused was Alderman Steve Olson. Also present were City Engineer John M. Bennett (arrived 6:50 p.m.), Director of Administration Mark Luberda, City Attorney Jesse Wesolowski and Deputy City Clerk Jodi Vanden Boom.
- CITIZEN COMMENT B.1. Citizen comment period was opened at 6:34 p.m. and closed at 7:02 p.m.
- EAGLE SCOUT B.2.a. Mayor Tom Taylor presented a Mayoral Proclamation to Luke Jameson Mathers, Eagle Scout.
- APPROVAL OF
MINUTES-8/07/12 C.1. Alderman Taylor moved to approve the minutes of the regular meeting of August 7, 2012. Seconded by Alderman Skowronski. All voted Aye; motion carried.
- APPOINTMENTS E.1.a. Alderman Skowronski moved to approve the Mayoral appointment of Alderman Solomon to the Complete Streets and Connectivity Committee. Seconded by Alderman Schmidt. On roll call, all voted Aye; motion carried.
- E.1.b. Alderman Wilhelm moved to approve the Mayoral appointment of John Michlig to the Complete Streets and Connectivity Committee. Seconded by Alderman Solomon. On roll call, all voted Aye; motion carried.
- E.1.c. Alderman Solomon moved to approve the Mayoral appointment of Greg Kowalski to the Complete Streets and Connectivity Committee. Seconded by Alderman Wilhelm. On roll call, all voted Aye; motion carried.
- E.1.d. Alderman Skowronski moved to approve the Mayoral appointment of Kevin Haley to the Complete Streets and Connectivity Committee. Seconded by Alderman Wilhelm. On roll call, all voted Aye; motion carried.
- E.1.e. Alderman Solomon moved to approve the Mayoral appointment of Curt Bolton to the Complete Streets and Connectivity Committee. Seconded by Alderman Wilhelm. On roll call, all voted Aye; motion carried.
- 4-H COMMUNITY
CLUB F.1. A presentation was made by Jenni Vaughn, 4-H Youth Recruiter regarding an area community club.

ORD. 2012-2089
PLANNED
DEVELOPMENT
DISTRICT NO. 37
THE ROCK SPORTS
COMPLEX

- G.1. Alderman Solomon moved to adopt Ordinance No. 2012-2089, AN ORDINANCE TO CREATE SECTION 15-3.0442 OF THE FRANKLIN UNIFIED DEVELOPMENT ORDINANCE ESTABLISHING PLANNED DEVELOPMENT DISTRICT NO. 37 (THE ROCK SPORTS COMPLEX) AND TO REZONE PROPERTY FROM A-1 AGRICULTURAL DISTRICT, R-2 ESTATE SINGLE-FAMILY RESIDENCE DISTRICT AND FW FLOODWAY DISTRICT TO PLANNED DEVELOPMENT DISTRICT NO. 37 AND FW FLOODWAY DISTRICT (AT APPROXIMATELY 7900 WEST CRYSTAL RIDGE DRIVE). Seconded by Alderman Taylor. All voted Aye; motion carried.

Alderman Solomon moved to allow for the BMX portion in Phase I as described by Mr. Marso to include the BMX revisions. Seconded by Alderman Skowronski. All voted Aye; motion carried.

Alderman Wilhelm moved to direct the City Attorney to make technical changes and corrections to Ordinance No. 2012-2089 including approved uses which discuss time period and the application, the planting guarantee and the hours of operation for BMX trails. Seconded by Alderman Taylor. All voted Aye; motion carried.

Alderman Solomon moved with regard to approximately five acre area shown on the site plan for future soccer uses known as Phase III in the applicants narrative and installation of berming, that particular future use is not approved at this time and will be subject to future review and possible approval following a public hearing for that area.. Seconded by Alderman Skowronski. All voted Aye; motion carried.

DAVID W. BEHRENS,
PRINCIPAL OF
GREENBERGFARROW
ARCHITECTURE INC.,
APPLICANT

- G.2. Alderman Wilhelm moved to table Meijer development proposals
G.3. to the Common Council meeting of 9/04/12. Seconded by
G.4. Alderman Schmidt. Alderman Wilhelm withdrew her motion and
G.5. Alderman Schmidt withdrew his second.

Alderman Solomon moved to postpone the following Meijer development proposals to Common Council meeting of 9/04/12 or sooner. Seconded by Alderman Schmidt. All voted Aye; motion carried.

AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE FUTURE LAND USE MAP USE DESIGNATION FOR PROPERTY LOCATED AT THE EASTERN CORNER OF WEST LOOMIS ROAD AND WEST ST. MARTINS ROAD (STH 100), FROM MIXED USE TO COMMERCIAL USE AND TO CHANGE THE CITY OF FRANKLIN CROSSROADS

GREENBERGFARROW
ARCHITECTURE INC.,
APPLICANT –
CONTINUED

TRADE AREA REGULATING PLAN TO ALLOW FOR SUCH COMMERCIAL USE (APPROXIMATELY 29.48 ACRES) (DAVID W. BEHRENS, PRINCIPAL OF GREENBERGFARROW ARCHITECTURE INC., APPLICANT);

The adoption of the standards, findings and decision of the City of Franklin Common Council upon the application of David W. Behrens, Principle of GreenbergFarrow Architecture, Inc., for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance (approximately the eastern corner of W. Loomis Road and W. St. Martins Road [STH 100]);

AN ORDINANCE TO CREATE SECTION 15-3.0441 OF THE FRANKLIN UNIFIED DEVELOPMENT ORDINANCE ESTABLISHING PLANNED DEVELOPMENT DISTRICT NO. 36 (MEIJER GROCERY AND DEPARTMENT STORE DEVELOPMENT) AND TO REZONE PROPERTY FROM B-3 COMMUNITY BUSINESS DISTRICT, PLANNED DEVELOPMENT DISTRICT NO. 31 (FORESTHILL HIGHLANDS/UNITED FINANCIAL GROUP, INC.) AND FW FLOODWAY DISTRICT TO PLANNED DEVELOPMENT DISTRICT NO. 36 AND FW FLOODWAY DISTRICT (AT THE EASTERN CORNER OF WEST LOOMIS ROAD AND WEST ST. MARTINS ROAD [STH 100]);

RESOLUTION CONDITIONALLY APPROVING A 1 LOT CERTIFIED SURVEY MAP, BEING PART OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, AND THAT PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST AND BEING ALL THAT PART OF THE SOUTH ½ OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (LEGEND CREEK, LLC, OWNER, PAUL BOURAXIS.

RES. 2012-6929
CONSERVATION
EASEMENT-
WHEATON
FRANCISCAN
HEALTHCARE-
FRANKLIN, INC.

G.6. Alderman Taylor moved to adopt Resolution No. 2012-6829, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SPECIAL USE FOR A NEW MEDICAL OFFICE BUILDING GREATER THAN 40,000 SQUARE FEET IN AREA USE UPON PROPERTY LOCATED AT 9969 SOUTH 27TH STREET (WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC., APPLICANT). Seconded by Alderman Wilhelm. All voted Aye; motion carried.

FRANKLIN
INVESTMENT
PROPERTIES LLC,
APPLICANT

G.7. Alderman Taylor moved to table: AN ORDINANCE TO
G.8. AMEND THE UNIFIED DEVELOPMENT ORDINANCE
G.9. (ZONING MAP) TO REZONE A CERTAIN PARCEL OF
AND FROM R-1 COUNTRYSIDE/ESTATE SINGLE-FAMILY
RESIDENCE DISTRICT TO A-1 AGRICULTURAL DISTRICT
(FRANKLIN INVESTMENT PROPERTIES LLC,
APPLICANT) (APPROXIMATELY 11.96902 ACRES) (11052-
11056 SOUTH 76TH STREET); A RESOLUTION IMPOSING
CONDITIONS AND RESTRICTIONS FOR THE APPROVAL
OF A SPECIAL USE FOR A PUBLIC HORSE STABLE
BUSINESS USE UPON PROPERTY LOCATED AT 11052-
11056 SOUTH 76TH STREET (FRANKLIN INVESTMENT
PROPERTIES LLC, APPLICANT) and AN ORDINANCE TO
AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE
MASTER PLAN TO CHANGE THE FUTURE LAND USE
MAP USE DESIGNATION FOR PROPERTY LOCATED AT
11052-11056 SOUTH 76TH STREET FROM RESIDENTIAL
USE TO AGRICULTURAL USE (APPROXIMATELY 11.72
ACRES) (FRANKLIN INVESTMENT PROPERTIES LLC,
APPLICANT). Seconded by Alderman Schmidt. All voted Aye;
motion carried.

RES. 2012-6930
HOLDING TANK-
FED EX FREIGHT

G.10. Alderman Taylor moved to adopt Resolution No. 2012-6930,
RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
EXECUTE A REPLACEMENT HOLDING TANK
AGREEMENT WITH FED EX FREIGHT, 10613 S. 27TH
STREET, TAX KEY NO. 951-9996-009. Seconded by
Alderman Wilhelm. All voted Aye; motion carried.

RYAN CREEK
INTERCEPTOR
CHANGE ORDER

G.11. Alderman Skowronski moved to authorize the City Engineer to
sign Change Order No. 4 for the Ryan Creek Interceptor Project-
Contract No. 3 with D.F. Tomasini, Inc. for \$21,605.92
increasing the contract from \$5,502,022.76 to \$5,523,628.68 for
utility adjustments on Parcel No. 21 – 9733 W. Ryan Road.
Seconded by Alderman Taylor. All voted Aye; motion carried.

S. 51ST STREET
CONCRETE CURB AND
GUTTER

G.12. Alderman Schmidt moved to authorize staff to sign a change
order to S. 51st Street contract with Payne & Dolan, Inc., for
removing and replacing concrete curb and gutter in the amount of
\$17,476. Seconded by Alderman Taylor. All voted Aye; motion
carried.

RES. 2012-6931
AGREEMENT-
STORMWATER
MANAGEMENT
REVIEW

G.13. Alderman Skowronski moved to adopt Resolution No. 2012-
6931, A RESOLUTION AUTHORIZING OFFICIALS TO
EXECUTE AN ENGINEERING SERVICE AGREEMENT
WITH GRAEF TO PROVIDE STORMWATER
MANAGEMENT REVIEW. Seconded by Alderman Taylor. All
voted Aye; motion carried.

QUARRY
MONITORING
PROPOSALS

G.14. Alderman Wilhelm moved to forward Quarry Monitoring Proposals to Quarry Monitoring Committee for review and recommendation back to Common Council. Seconded by Alderman Schmidt. All voted Aye; motion carried.

RES. 2012-6932
REFUSE
COLLECTION

G.15. Alderman Wilhelm moved to adopt Resolution No. 2012-6932, A RESOLUTION AWARDING A FIVE YEAR CONTRACT FOR REFUSE COLLECTION, DISPOSAL AND RECYCLING TO JOHNS DISPOSAL SERVICE, INC. Seconded by Alderman Taylor. Alderman Wilhelm called the question. On the vote for the main motion, on roll call, all voted Aye; motion carried.

NUISANCE PREMISES
ORDINANCES REVIEW

G.16. At 8:33 p.m. Mayor Tom Taylor passed the gavel to Council President Steve Taylor, who then chaired the meeting. The gavel was returned to Mayor Tom Taylor at 8:35 p.m., who then returned to chairing the meeting.
Alderman Wilhelm moved to direct the Police Chief and City Attorney to review the Municipal Code with regard to the regulation of nuisance premises and such regulations as may exist in other municipal codes and report back to the Common Council with a recommendation as to potential City legislation on the subject for further consideration and potential action by the Common Council. Seconded by Alderman Schmidt. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

H.1. Alderman Solomon moved to grant the following licenses:

2012-13 Operator License to: Amanda J. Schaefer, 3272 S. Quincy Ave., Milwaukee with letter from City Clerk; Nicole A. Hall, 1983 S. 83rd St., West Allis; Aaron L. Andrew, 3441 S. 50th Pl., Greenfield; Russell A. Billings, 8931 S. 83rd St.; Doreen J. Burnside, 7802 S. Tuckaway Shores Dr.; Shannon L. Coyle, 4461 S. 49th St., Greenfield; Nicole L. Ellis, 7331 W. Wind Lake Rd., Wind Lake; Melissa A. Gatz, 8466 S. Deerwood Ln.; Tiffany A. Jones, 3618 N. 57th St., Milwaukee; Rhiannon J. Phaneuf, 2034 S. 58th St., West Allis and William Piette, 614 Cherry St., South Milwaukee;

Temporary Operator to Thomas N. Cane, 5432 Olympia Dr., Greendale for Knights of Columbus Fair-Sacred Hearts Monastery on 9/02/12 only;

Extraordinary Entertainment & Amusement Event and Temporary Class B Beer License to Knights of Columbus Trinity Council 4580, Person in Charge: Rudy Mishich at 7335 S, Lovers Lane Rd. on 9/2/12 from 9 a.m. to 6 p.m.;

LICENSES-
CONTINUED

Day Care License to Academy of Performing Arts, Director: Stacy M. Tuschl, 7221 S. 76th Street subject to satisfactory inspections;

Temporary Class B Wine & Beer License to Franklin Lioness Club, Person in Charge: Jacqueline M. Glanzmann, St. Martins Fair on 9/2-3/2012;

Further moved to hold Operator License for Miquel A. Gutierrez, 913 W. Washington St., Milwaukee subject to appearing before the License Committee. Seconded by Alderman Taylor. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

- I.1. Alderman Schmidt moved to approve net City vouchers in the range of Nos. 143889 through 144055 dated August 21, 2012 in the amount of \$2,276,811.95. Seconded by Alderman Skowronski. On roll call, all voted Aye. Motion carried.
Alderman Solomon moved to approve net payroll dated August 10, 2012 in the amount of \$371,217.57. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Taylor moved to adjourn the meeting at 8:40 p.m. Seconded by Alderman Wilhelm. All voted Aye; motion carried.

CITY OF FRANKLIN
SPECIAL COMMON COUNCIL MEETING
AUGUST 23, 2012
MINUTES

- | | | |
|--|------|---|
| ROLL CALL | I. | The special meeting of the Common Council was held on August 23, 2012 and called to order at 6:45 p.m. by Mayor Tom Taylor in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Aldermen Steve Olson, Tim Solomon, Kristen Wilhelm, Steve Taylor, Doug Schmidt, and Ken Skowronski. Excused was Alderman Steve Taylor. Also present were City Engineer John M. Bennett, City Attorney Jesse Wesolowski and Deputy City Clerk Jodi Vanden Boom. |
| CITIZEN COMMENT | II. | Citizen comment period was opened at 6:45 p.m. and closed at 6:45 p.m. |
| CHANGE ORDER-
RYAN CREEK
INTERCEPTOR | III. | Alderman Olson moved to authorize the City Engineer to sign Change Order No. 5 for Contract 3 of the Ryan Creek Interceptor, D.F. Tomasini, Inc. contract for undercutting of S. 92nd Street south of W. Ryan Road for a cost not to exceed \$40,000. Seconded by Alderman Solomon. All voted Aye; motion carried. |
| ADJOURNMENT | IV. | Alderman Wilhelm moved to adjourn the meeting at 6:47 p.m. Seconded by Alderman Olson. All voted Aye; motion carried. |

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>9/04/12</p>
<p>ORGANIZATIONAL BUSINESS</p>	<p>Boards and Commissions Appointments</p>	<p>ITEM NUMBER</p> <p><i>E.1.</i></p>

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

Complete Streets and Connectivity Committee

Alderman Kristen Wilhelm, non-voting Advisor
Michelle Lahey Reed, 6787 W. River Pointe Drive

Community Development Authority

James Mullarkey, 8541 W. Red Wing Drive, term expires 8/30/15

Forward Franklin Economic Development Commission

Kristine Iwinski, 9061 S. Cordgrass Circle W., term expires 7/01/13
Michael Sweeney, 9447 W. St. Martins Road, term expires 7/01/13

Jodi Vandenboom

From: volunteerfactsheet@franklinwi.gov
Sent: Tuesday, July 24, 2012 11:20 AM
To: Lisa Huening; Jodi Vandenboom
Subject: Volunteer Fact Sheet

Name: Michelle Lahey Reed
PhoneNumber: 414 559 1527
EmailAddress: michelle.m.reed@gmail.com
YearsasResident: 2+
Alderman: Unknown
ArchitecturalBoard: 0
CivicCelebrations: 0
CommunityDevelopmentAuthority: 0
FinanceCommittee: 0
EnvironmentalCommission: 0
ForwardFranklinEconomicDevelopComm: 0
FairCommission: 0
BoardofHealth: 1
FirePoliceCommission: 0
ParksCommission: 0
LibraryBoard: 0
PlanCommission: 0
PersonnelCommittee: 0
BoardofReview: 1
BoardofPublicWorks: 1
BoardofWaterCommissioners: 0
TechnologyCommission: 0
WasteFacilitySitingCommittee: 0
BoardofZoning: 1
WasteFacilitiesMonitoringCommittee: 0
CompanyNameJob1: Froedtert Health
TelephoneJob1: 2622573018
StartDateandPositionJob1: August 2010
EndDateandPositionJob1: Still employed
CompanyNameJob2: US Dept of Veterans Affairs
TelephoneJob2:
StartDateandPositionJob2: January 2010
EndDateandPositionJob2: August 2010
CompanyNameJob3: Schott Bublitz & Engel
TelephoneJob3:

StartDateandPositionJob3: August 2007

EndDateandPositionJob3: October 2009

Signature: Michelle Lahey Reed

Date: July 24, 2012

Signature2: Michelle Lahey Reed

Date2: July 24, 2012

Address: 6787 West River Pointe Drive Franklin, WI 53132

PriorityListing: I would be happy to serve on any Board that has openings at this time.

WhyInterested: Before I went to law school I worked for a City/County Attorney and truly enjoyed the municipal environment. At one time, I hoped to work in municipal law, however, healthcare because a fast and prevailing favorite. I would be honored to serve on a City of Franklin Board and be of assistance to the community.

CompanyAddressJob1: Milwaukee, WI
Community Division Director of Risk Management Services (Attorney)...Responsible for risk management services for Froedtert Health Community Memorial Hospital including management of potential risk exposures and implementation of mechanisms to eliminate and/or minimize risks; Develop programs to comply with risk related regulatory and accrediting agency requirements; Manage day-to-day risk management and insurance program operations; Develop risk education programs; Assist in the management of property, fiduciary, automobile, resident program, general liability and medical malpractice lines of insurance for the health system.

DescriptionofDutiesJob1:

AddressJob2: Milwaukee, WI
Rating Veterans Service Representative/Adjudicator...Responsible for the examination and evaluation of veterans claims submitted for establishing the service connection of diseases and injuries; Determine the degree of disability, permanency of disability, and whether substantially gainful employment is precluded for the claimant, as well as other eligibility determinations.

DescriptionofDutiesJob2:

AddressJob3: Brookfield, WI
Attorney...Responsible for analysis of new incoming cases, strategic development of defenses, summarizing medical records and conducting medical research; Extensive involvement in discovery; Prepare/argue dispositive and discovery motions; Conduct depositions of expert and fact witnesses; including direct and cross examination, as well as witness preparation; Participate in mediation; Assist facilities with regulatory compliance issues, including correction of survey deficiencies.

DescriptionofDutiesJob3:

AdditionalExperience:

- Member of the State Bar of Wisconsin (In good standing)
- Member of the State Bar of Michigan (In good standing)
- Member of the Wisconsin Association for Women Lawyers
- Member of the Wisconsin Society of Healthcare Risk

Management, as well as the American Society of Healthcare Risk Management • 2009 Wisconsin Rising Star. This achievement recognizes the top young lawyers in the State of Wisconsin as chosen through independent research and peer review. Only 2.5% percent of Wisconsin attorneys are named Rising Stars. • Adjunct Faculty, Cardinal Stritch University-College of Business/Management • Past Adjunct Professor, Thomas M. Cooley Law School-Introduction to Law • Past Adjunct Professor, Lansing Community College-Introduction to Sociology • Past Adjunct Professor, Cleary College, Business Law and Legal Ethics •Secretary, Southwood Glen Elementary PTA (2009-Present) •Leadership Menomonee Falls...Class of 2012-2013

ClientIP:

192.227.55.29

SessionID:

h13fc445bol4jti5tfcimq55

See Current Results



August 28, 2012

Mayor Tom Taylor
City of Franklin

Dear Mayor Taylor,

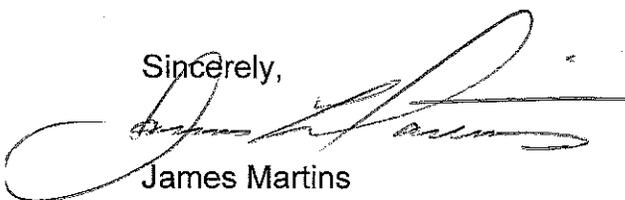
This letter is to inform you of my plans to retire as the Fire Chief for the City of Franklin. My last day in the office will be December 12, 2012. It has been my honor and privilege to have served as your Chief for the past 10 years. It is said that when the time comes to retire a person will know it. After nearly 40 years in this business it is clear that my time has arrived. With all the challenges that come with this position, I can honestly say that the opportunity to lead this organization was always about providing the highest level of public safety. I believe we have been successful in that endeavor.

I have been so fortunate to have had the best Chiefs, Officers, Fire Fighters, Fire Marshal and Department Secretary anywhere, to carry out the mission of this department. What a class act of dedicated professionals. I will never forget how good they made me look, and we even managed to have some fun times as well. It has truly been a team effort. And I will never forget them. The City of Franklin should be extremely proud.

I cannot thank enough, the support from you Mr. Mayor, Members of the Common Council, Franklin Police and Fire Commission, and all the City Departments I had the honor to work with.

I now look forward to moving on to other challenges, hoping that I made a difference and confident I worked hard to up hold the high quality of leadership that is required in the fire service. The fire service I so dearly love and respect. Thank you.

Sincerely,

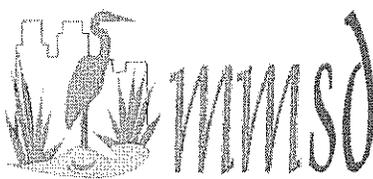


James Martins
Fire Chief

2012 AUG 28 PM 4: 07
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CITY OF FRANKLIN

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F. 2.



Preserving The Environment •
Improving Water Quality

Kevin L. Shafer, P.E.
Executive Director

August 23, 2012

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

Dear Mayor Taylor,

The Milwaukee Metropolitan Sewerage District requests your approval for a Greenseams® Program acquisition of a 17-acre parcel owned by the St. Nikola Church. The parcel is located between "Victory Creek Preserve", owned by the City of Franklin, and another previously purchased Greenseams® property (the former Leung parcel). The St. Nikolas property includes a portion of the East Branch of the Root River, SEWRPC Environmental Corridors, and floodplains. The Greenseams® Program has applied for a Wisconsin Department of Natural Resources Knowles-Nelson Stewardship Grant for financial assistance towards the purchase.

As you can see from the map of the property, the St. Nikola property is a key addition to land already preserved around the Victory Creek Preserve and is located in a populated area of the City, within the vicinity of the Pleasant View Elementary School. The 17 acre St. Nikolas property will also be a crucial link in the proposed trail system that follows the East Branch of the Root River.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

Kevin Shafer, PE
Executive Director
Milwaukee Metropolitan Sewerage District

Encl. St. Nikolas Property Map

Aerial Map

St. Nikola Property 17 acres

Purchased Greenseams Properties



APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/04/12
Reports and Recommendations	Donation from Lemke Loomis Landscape Supplies in the amount of \$250; Kenneth Sweeney in the amount of \$250; The Hideaway in the amount of \$250; St. Martins Inn in the amount of \$50; M Squared, Inc. in the amount of \$300; and St. Martin of Tours Parish in the amount of \$250 to the Fair Commission	ITEM NUMBER <i>G.I.A.</i>

The City of Franklin Fair Commission has received donations from the following to be used for the promotion of the St. Martins Fair:

- Lemke's Loomis Landscape Supplies in the amount of \$250
- Kenneth Sweeney in the amount of \$250
- The Hideaway in the amount of \$250
- St. Martins Inn in the amount of \$50
- M Squared, Inc. in the amount of \$300
- St. Martin of Tours Parish in the amount of \$250

COUNCIL ACTION REQUESTED

Motion to accept the donation of \$250 from Lemke Loomis Landscape Supplies; \$250 from Kenneth Sweeney; \$250 from The Hideaway; \$50 from St. Martins Inn; \$300 from M Squared, Inc. and \$250 from St. Martin of Tours Church to the Fair Commission to be used for the promotion of the St. Martin's Fair.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>9/04/12</p>
<p>Reports and Recommendations</p>	<p>Donation from Jean Maruszewski in the amount of \$100 to the Fire Department</p>	<p>ITEM NUMBER</p> <p><i>G.I.B.</i></p>

The City of Franklin Fire Department has received a donation from Jean Maruszewski in the amount of \$100.

COUNCIL ACTION REQUESTED

Motion to accept the donation of \$100 from Jean Maruszewski to the Fire Department.



July 16, 2012

Mrs. Jean E. Maruszewski
Apt 335
9120 W. Highland Park. Ave.
Franklin, WI. 53132

Dear Mrs. Maruszewski,
On behalf of the City of Franklin and the members of the Franklin Fire Department thank you very much for your donation of \$100.00 to our department. Please know this was not necessary and the fact that you are doing well is thanks enough. Our Fire Fighters are committed to serving this community whenever we are called. In addition our goals of providing quality community fire safety education programs continue to require financial support to be successful. My hope is applying your generous gift for that effort meets with your approval. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Martins', written over a large, stylized flourish.

James Martins
Fire Chief
City of Franklin

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/04/12
REPORTS & RECOMMENDATIONS	<p align="center"> PLEASANT VIEW/VICTORY CREEK TRAIL DEVELOPEMNT PROJECT (IMMEDIATELY SOUTH OF AND EAST OF PLEASANT VIEW ELEMENTARY SCHOOL WHICH IS LOCATED AT 4601 WEST MARQUETTE AVENUE): STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES GRANT OFFERS FOR A NATIONAL RECREATION TRAILS GRANT IN THE AMOUNT OF \$45,000 AND A STEWARDSHIP – ACQUISITION AND DEVELOPMENT OF LOCAL PARKS MATCHING GRANT IN THE AMOUNT OF \$51,720 </p>	ITEM NUMBER <i>G.2.</i>

On August 23, 2012, Department of City Development staff received the attached letters from the Wisconsin Department of Natural Resources tentatively awarding grant funding for construction of the Pleasant View/Victory Creek Trail. The total estimated project cost for design and construction of the Pleasant View/Victory Creek Trail is \$193,440.

Funding in the amount of \$45,000 is from the National Recreation Trails grant program and \$51,720 from State of Wisconsin Stewardship – Acquisition and Development of Local Parks grant program. The total amount awarded is \$96,720. The grants require a 50% match by the City of Franklin, which would provide total funding in the amount of \$193,440.

Attached is general grant information including site plans, project costs, anticipated construction timeline and conceptual future site plans.

The WDNR is requesting a response in writing from the City that the grant will be accepted. Upon receipt of this letter and additional review to ensure the project's compliance with all applicable federal laws, state statutes and administrative rules – the WDNR will provide a final approval and formal grant agreement.

Please note the City also applied for a no match Safe Routes to School grant for design and construction of the Pleasant View/Victory Creek Trail. The Safe Routes to School grants have not yet been awarded by the Wisconsin Department of Transportation.

COUNCIL ACTION REQUESTED

A motion to accept the State of Wisconsin Department of Natural Resources grant offer for a National Recreation Trails Grant in the amount of \$45,000.

A motion to accept the State of Wisconsin Department of Natural Resources grant offer for a Stewardship – Acquisition and Development of Local Parks Grant in the amount of \$51,720.

Or

A motion as deemed appropriate by the Common Council.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
2300 N. Dr. Martin Luther King, Jr. Drive
Milwaukee WI 53212-3128

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



August 23, 2012

Nicholas Fuchs, Senior Planner
Department of City Development
9229 W. Loomis Road
Franklin, WI 53132

Franklin
AUG 27 2012
D. Kaemmerer

Dear Nicholas:

I am pleased to inform you that your matching grant application for the Pleasant View/Victory Trail Development project has been tentatively selected to receive a National Recreation Trails grant, in the amount of \$45,000. The 2012 project selection process was very competitive but your proposal scored well enough to receive the available funding, including a state Stewardship grant.

In order to complete the review and processing of your request please advise us in writing if you will accept this grant offer as soon as possible.

The formal agreement will be mailed to you upon completion of our project review and will be subject to the final approval by the Director, Bureau of Community Financial Assistance. Because these grants are funded through federal highway appropriations, your project must also be approved by the Federal agency. Also, **you should not begin construction or other work on your project prior to receiving and returning your signed grant agreement to us unless you are willing to assume the risk of absorbing those costs:**

If you have any questions regarding the status of your application or Recreation Trails Act grant requirements, please call me at (414) 263-8610. I will contact you if our review and final approval process requires additional information from you. If you are no longer interested in this grant, please let me know immediately so that others on the ranked list of projects may receive grant funding.

Again, congratulations on the tentative selection of your project. I look forward to working with you.

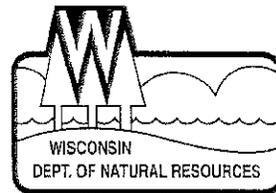
Sincerely,

Jim Ritchie
SER Government Outreach Supervisor

cc: T. Parsons – CA/2
D. Kaemmerer – SER

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
2300 N. Dr. Martin Luther King, Jr. Drive
Milwaukee WI 53212-3128

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



August 23, 2012

Nicholas Fuchs, Senior Planner
Department of City Development
9229 W. Loomis Road
Franklin, WI 53132

Franklin
AUG 27 2012
City Development

Dear Nicholas:

I am pleased to inform you that your Stewardship application for the Pleasant View/Victory Trail Development project has been tentatively selected to receive a Stewardship – Acquisition and Development of Local Parks matching grant in the amount of \$51,720. The 2012 project selection process was very competitive but your proposal scored well enough to receive the final available funding, including a National Recreation Trails grant.

Prior to issuance of this grant, we will be reviewing your project to ensure that it meets all applicable federal laws, state statutes, and administrative rules. Actual grant agreements will be mailed to you upon completion of this review and final review and approval by the Director, Bureau of Community Financial Assistance. **You should not purchase any lands, begin construction or other work on your project prior to receiving and returning your signed agreement to us unless you are willing to assume the risk of absorbing those costs.** This letter is only a preliminary selection of your project for funding and the Department may identify issues that would lead to only partial funding or a denial of the application in full.

In order to complete the review and processing of your request please advise us in writing if you will accept this grant offer as soon as possible. Your acceptance should be directed to me at the SER headquarters, address as above.

If you have any questions regarding the status of your application or Stewardship grant requirements, please call me at (414) 263-8610. I will be in touch if our review and final approval process requires additional information from you. If you are no longer interested in this grant, please let me know immediately so that others on the ranked list of projects may receive grant funding.

Again, congratulations on the tentative selection of your project. I look forward to working with you.

Sincerely,

Jim Ritchie
SER Government Outreach Supervisor

Cc: L. Hessler – CA/2
D. Kaemmerer - SER

**City of Franklin
Pleasant View/Victory Creek Trail
Project Narrative**

Project Summary

The Pleasant View/Victory Creek Trail will be a multi-modal trail connecting several parks, neighborhoods, and schools while providing public access to over 100 acres of rolling fields, wetlands and woodlands. A portion of the trail will act as the backbone link to Milwaukee County's Oak Leaf Trail and a connection to retail and business. A tractor bridge would be rehabilitated and converted for safe pedestrian river crossing without increased riparian impacts. The entire trail would be on City of Franklin park and open space lands. The project fulfills a portion of the City's 2025 Comprehensive Outdoor Recreation Plan (CORP).

Project Description

The proposed improvements include the development of a multi-modal trail to meet required ADA design criteria, replacing an existing culvert and/or adding a floating bridge to traverse one drainage crossing, and the rehabilitation of a tractor bridge, as the current and only crossing of the Root River's east branch.

The Pleasant View/Victory Creek Trail elements will consist of minimal land clearing, as most of the land is former farmland. Preliminary design includes a crushed aggregate base with a maximum 10-foot asphalt surface to avoid multi-user conflict, provide ease of maintenance, and **conform to ADA requirements**. Due to soil erosion, a culvert replacement at one crossing of the drainage area is anticipated. The crossing location was selected to avoid future trail extension crossings and where erosion is known to occur. **Soil stabilization as part of the replacement culvert fitting (or a floating footbridge) would provide a benefit to offset any projected impacts**. For the river crossing, city staff performed an initial review of a former tractor bridge. Rehabilitation of the deck surface and the addition of side rails are anticipated. To assure bridge safety, a technical specification for the pedestrian bridge conversion by an outside consultant is included in the project cost. The proposed trail and former tractor bridge are **completely off-road** on parkland and do not require road crossings or road shoulder use. Light recreational activities and a natural area design component will fulfill the City's park plan.

Background, Partnerships and Plans

In 2005, nearly 80-acres of farmland were purchased through the Milwaukee Metropolitan Sewerage District (MMSD) Green Seams Program then donated to the City as open space. Recognizing the CORP plan identified this area for a future trail and that would link to land previously purchased in 1998 (WDNR Urban Green Space), the City negotiated the right for multi-use trails. Recently, the Park and Trails Commissions partnered with the Franklin School District to seek safe linkages to multiple destinations. The partnership resulted in funding from WisDOT and a *Safe Routes to School Plan* that was adopted as part of the City's Comprehensive Master Plan. Franklin also adopted the County's Trail Network Plan. **The project builds upon the following partnerships and/or plans:**

- City of Franklin – CORP, Comprehensive Master Plan and Safe Routes to School Plan
- Milwaukee County Regional Trail Network Plan
- Milwaukee County Park and Open Space Plan
- Milwaukee Metropolitan Sewerage District & The Conservation Fund - Green Seams Program
- Wisconsin Department of Transportation – Safe Routes to School (SRTS) Plan assistance
- Franklin Public School District – Partners on the SRTS planning efforts
- Southeastern Wisconsin Regional Planning Commission – Planning Report 132
- Friends of Franklin's Parks – Citizen volunteers providing assistance with park needs
- Citizens for Community Development – Citizen volunteers that inform businesses about local projects

Public Use and Access

Access of this estimated 3,400-foot trail begins at the sidewalk of Pleasant View Elementary School then extends south within the 80-acre open field of the *Victory Creek Special Park*. A westerly stub will be connected to the future *Pleasant View Neighborhood Park*. The trail then proceeds south to a tractor bridge, which crosses the east branch of the Root River. After the river crossing, trail users will be able to **access the regional Oak Leaf Trail**. Accessibility to Franklin High School and the newly constructed sidewalk will be gained, which has not previously been available. Full City ownership allows **immediate public access and signage** to be posted at all access points. (See mapping for suggested access points and signage locations).

Utilizing the former tractor bridge will allow a south access and greatly minimize floodplain or river impacts. It also allows hundreds of residents **off-road access and linkage** to Pleasant View School, its mini-park, the future active neighborhood park, and several natural areas, including a Southeastern Regional Planning Commission (SEWRPC) identified Isolated Natural Resource and the Root River tributary. The trail will not impact the unique woodland or river but will improve access for recreation, education and wildlife viewing. **Permitted activities** include hiking, biking, cross country skiing, fishing, roller-skating, nature education, observation, peaceful reflection and photography. Tree mitigation and Arbor Day tree planting are also permitted with prior approval. A westerly trail stub will connect the *planned neighborhood park*, projected to include ice-skating, tennis, volley ball, picnic and grilling areas or other outdoor facilities as listed in the CORP. The unique natural woodland, its nearby tree mitigation area, and the linkage to the Oak Leaf Trail present a **regional value**.

Land Description

Multiple subdivisions, a senior living center, grade school, mini-park, and a proposed active city park bound the project. A SEWRPC identified environmental corridor and isolated natural resource area, the Oak Leaf Trail and commercial areas are also nearby. The trail parcel is mainly old-field vegetation with some re-seeded native grasses. Common herbs within the non-forested trail parcel include brome grass, bluegrass, big bluestem, red clover, reed canary and manna grass. Slopes range from nearly level to about 6 percent. The parcel is divided by a narrow, emergent wetland that drains south to the Root River's east branch. This wetland originates within adjacent forested lands of the Victory Creek Special Park (Tifton Woods) inventoried by SEWRPC in 2000. The Root River tributary flows from east to west across the southern end of the site and has a thinly forested riparian corridor of box elder, willow and ash trees that corresponds roughly to the mapped 100-year floodway boundary.

Benefits and Goals

Benefits of the Pleasant View/Victory Creek Trail include **meeting the needs and deficiencies of the City's adopted 2025 Comprehensive Outdoor Recreation Plan (CORP, pg 49)**. Project goals within the plan include:

- Providing safe off-road pedestrian access to recreational lands and schools
- Improving disability access
- Creating a linkage to the regional Oak Leaf Trail
- Connecting parks to destinations such as retail and business
- Improves community real estate walking and biking scores
- Promotes a healthy living lifestyle

This trail provides connection and access benefits to the planned active park, plus a safe, walkable link between schools and neighborhoods. The trail is located to link to the school's outdoor education area that was restored with over 500 native forbs by school children in 2000. It will also provide access to other attractive and high-value natural resources (Root River, wetlands and woodlands) with benefits to school curricula and the personal growth of students.

The project area is also located near senior living complexes and an ADA compliant trail will provide senior residents with a place to recreate. In addition, senior citizens are often school volunteers and the trail provides a key link to off-road school access. Furthermore, the trail enhances the quality of life for all residents and promotes a healthy living lifestyle.

The project will enhance tourism by increasing the value of the Oak Leaf Trail system. As a spur connection, it will provide access to the Root River, local parks and quality natural communities and open spaces that would otherwise not be accessible. The project is the backbone linkage between the Milwaukee County Oak Leaf Trail and local businesses. **Local businesses will benefit from visits by trail users and prior investments in the Oak Leaf Trail, which serves a large population, will be positively leveraged.**

Land Management, Operation and Maintenance

Funds for park maintenance are included in the city budget and the city as an impact fee ordinance. The city's Park, Public Works and Engineering Departments have operation and maintenance authority. Helping to keep non-vehicular access areas safe is a function of the Police Bicycle Patrol Unit. If constructed as proposed, emergency needs and maintenance could also be reached by motor vehicle. The parks department and friends group, along with users, would be additional monitoring partners. Current soil erosion in the drainage area will be managed by restoration during development of the trail crossing. Rehabilitation of the tractor bridge makes practical use of an already installed crossing on the east branch of the Root River.

Implementation and Costs

Senior planner, Nick Fuchs will be the grant reporting contact. The city engineer or his designee, with approval of the Franklin mayor and city council, will manage the project. MMSD will be an active partner due to an Intergovernmental Agreement and easement, which allow for an asphalt trail. The city's share of the project will come from impact fees collected for recreational facilities. Depending on the bid costs, Force Accounts may be used to keep the project within the proposed budget. Guidelines developed by the Franklin Finance Director and approved by the Council will be used to control costs to the maximum extent practicable. With the above in mind, the **proposed project timeline** is as follows:

1. Initial Project Design Estimates	Completed
2. DNR and Army Corps of Engineers permits and approvals	October 2012
3. Bidding & Final Design	January 2013
4. Contract Approval	March 2013
5. Earliest Construction Start Date	April 2013
6. Latest Construction Completion Date (including restoration)	November 2013

Project Total \$193,440 (For details, see the project cost estimate sheet).

Problems and Challenges

- The trail will be built on a site with modest sloping. Runoff has caused some erosion locations in proximity of the trail, which will need to be evaluated and stabilized.
- A second challenge is a safe river crossing. Rehabilitation of the existing tractor bridge avoids additional floodplain impacts required of a new crossing and will serve to correct any potential bridge safety issues. Without timely restoration the cost savings and public access benefit will otherwise be lost.
- User conflicts are more easily resolved by an increased trail width. Maintenance, walkers, bicyclists and wheelchair users will benefit from the proposed increased trail width.
- The project resolves long-standing connection and access problems between neighborhoods, schools, trails and parks.



Legend

- ◆ ◆ ◆ Road Shoulder
- ■ ■ Sidewalk
- ● ● Trail
- ▬▬▬ Proposed Trail
- ▬▬▬ Existing Trail
- Parcel

 **City of Franklin**
Scale: 1" = 800'

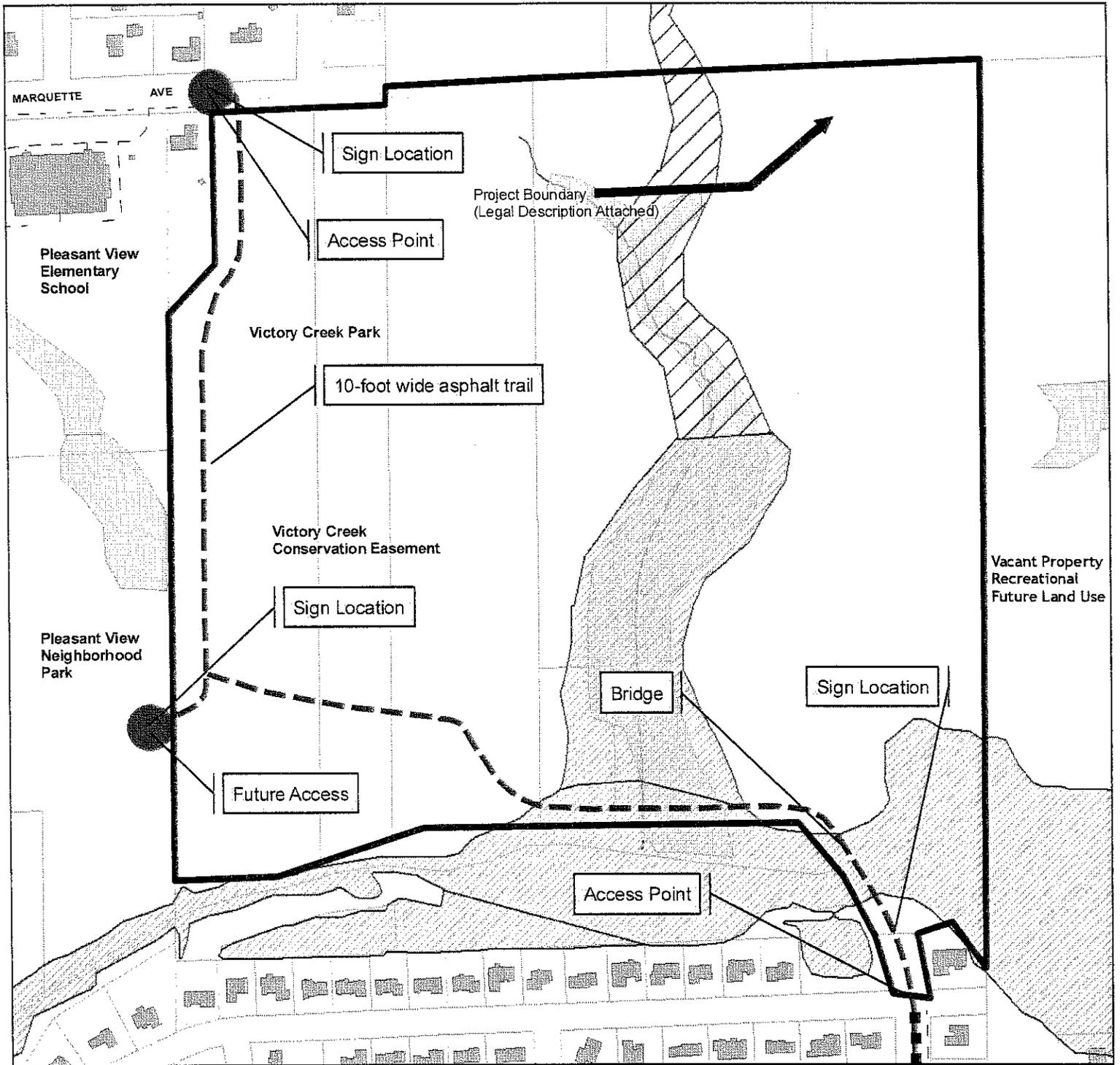
Victory Creek/Pleasant View Trail Site Development Plan

**Exhibit A
Project Location Map**



City of Franklin
Department of City Development
9229 W. Loomis Rd.
Franklin, WI 53132
www.franklinwi.gov
Drawn By: DEK
4/12/2012

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for any other purpose.



Legend

- Proposed Trail (Approx. 3,400 lineal feet)
- Existing Trail

Existing Trail Type

- ◆ ◆
- ■
- ●

- Parcel
- ▨ FEMA 100-Year Floodplain Zone A (2008)
- ▩ FEMA 100-Year Floodplain Zone AE (2008)
- ▧ Wetlands
- Building

City of Franklin

Scale: 1" = 300'

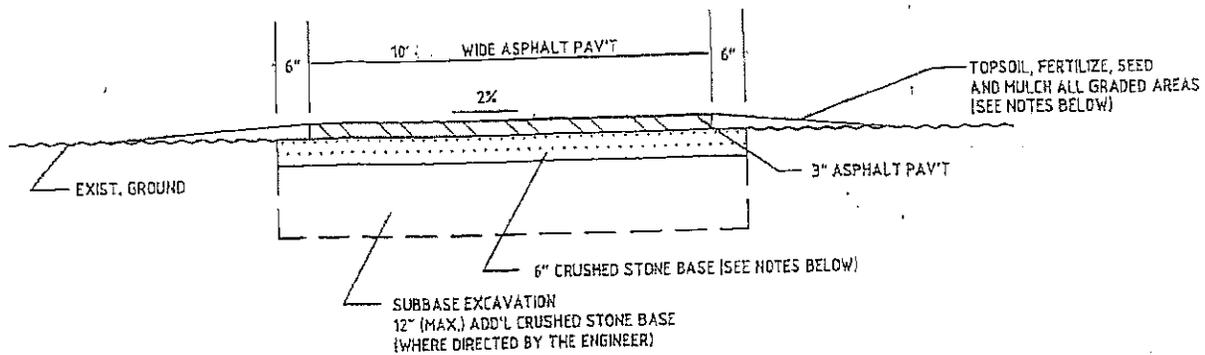
Victory Creek/Pleasant View Trail Site Development Plan

Exhibit E

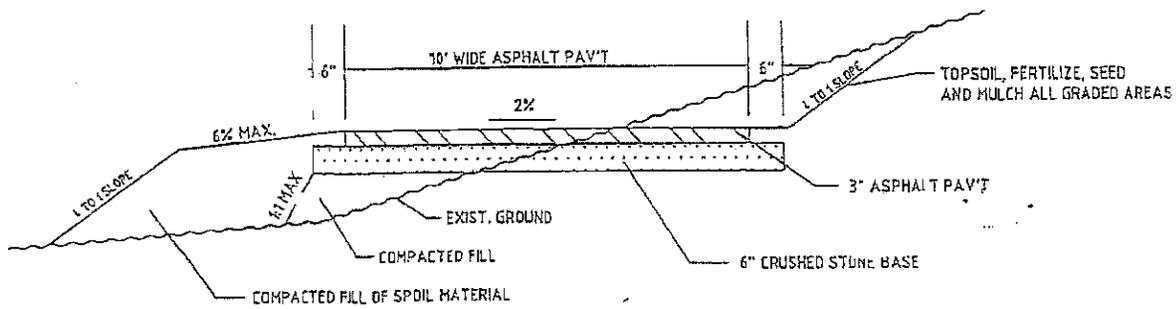


This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

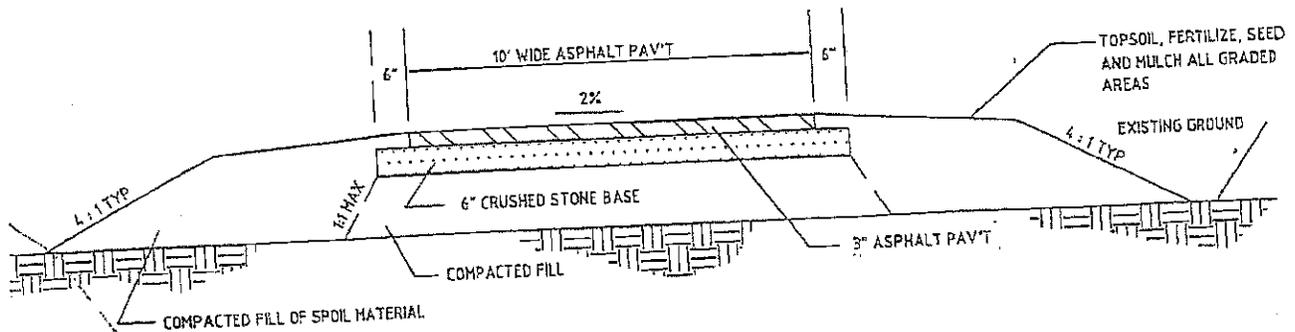
City of Franklin
 Department of City Development
 9229 W. Loomis Rd.
 Franklin, WI 53132
 www.franklinwi.gov
 Drawn By: DEK
 4/26/2012



TYPICAL TRAIL SECTION



TYPICAL SECTION ON SLOPE



TYPICAL SECTION IN FILL AREAS

City of Franklin
Victory Creek Trail and Bridge Rehabilitation

Typical Trail Design Cross Section

Exhibit H

APPENDIX J
RECREATION GRANT PROJECT COST ESTIMATE WORKSHEET
Form 8700-014 Rev. 03/2011

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, Wisconsin 53707

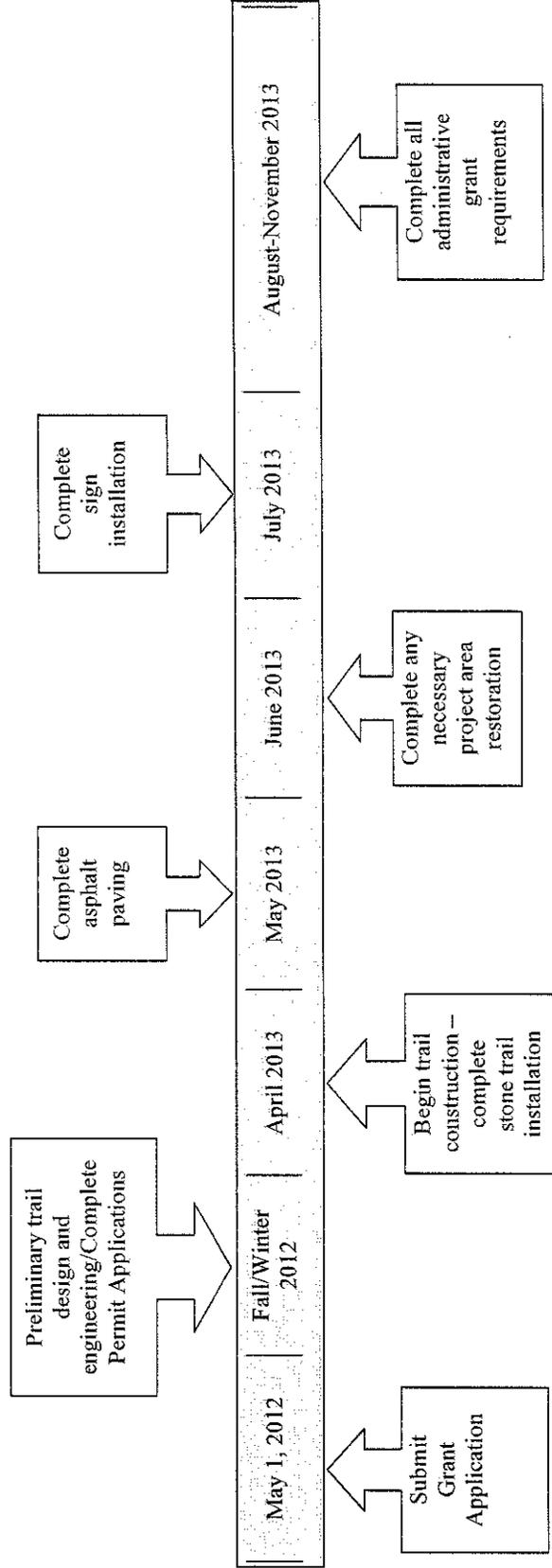
For use with Grant Application Form 8700-191

Sheet 1 of 2	Project Applicant: City of Franklin	Prepared By: Ronald J. Romeis	LEAVE BLANK - DNR USE ONLY			
County Milwaukee	Project Name: Victory Creek/Pleasant View Trail	Project Number	INFORMATION PROGRESS			
DEVELOPMENT PROJECT ITEMS <i>List by individual item or break down by Use Areas (See Item List On Back Of This Form)</i>		Quantity and Unit of Measure	Component Costs	Estimated Total Item Cost	Insp. Date - Bill No.	Percent Completed
Erosion Control	C	LS	2,000	2,000		
Clearing and Grubbing	C	LS	2,000	2,000		
Unclass. Excav. and Fill	C	650 CY	10	6,500		
Undercut/Replace Unsuited Materials	C	100 CY	25	2,500		
Crushed Aggregate Base	C	1200 TNS	15	18,000		
Wetland Crossing(s)	C	LS	20,000	20,000		
Concrete Ramp	C	LS	1,000	1,000		
3" Bituminous Path	C	630 TNS	80	50,400		
Restoration (Seed/Fert./Mulch)	C	4000 SY	3	12,000		
Structural Evaluation - Bridge	C	LS	7,200	7,200		
Rehab Bridge	C	LS	25,000	25,000		
Construction			Subtotal	146,600		
Contingency			10%	14,600		
Construction Total			TOTAL	161,200		
(See Next Page)			TOTAL	--		TOTAL

NOTE: For acquisition projects, complete the information on the reverse side of this form.

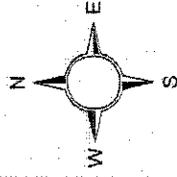
Tentative Trail Construction Timeline

(Project is not planned to be phased and the entire trail is anticipated for construction in 2013)

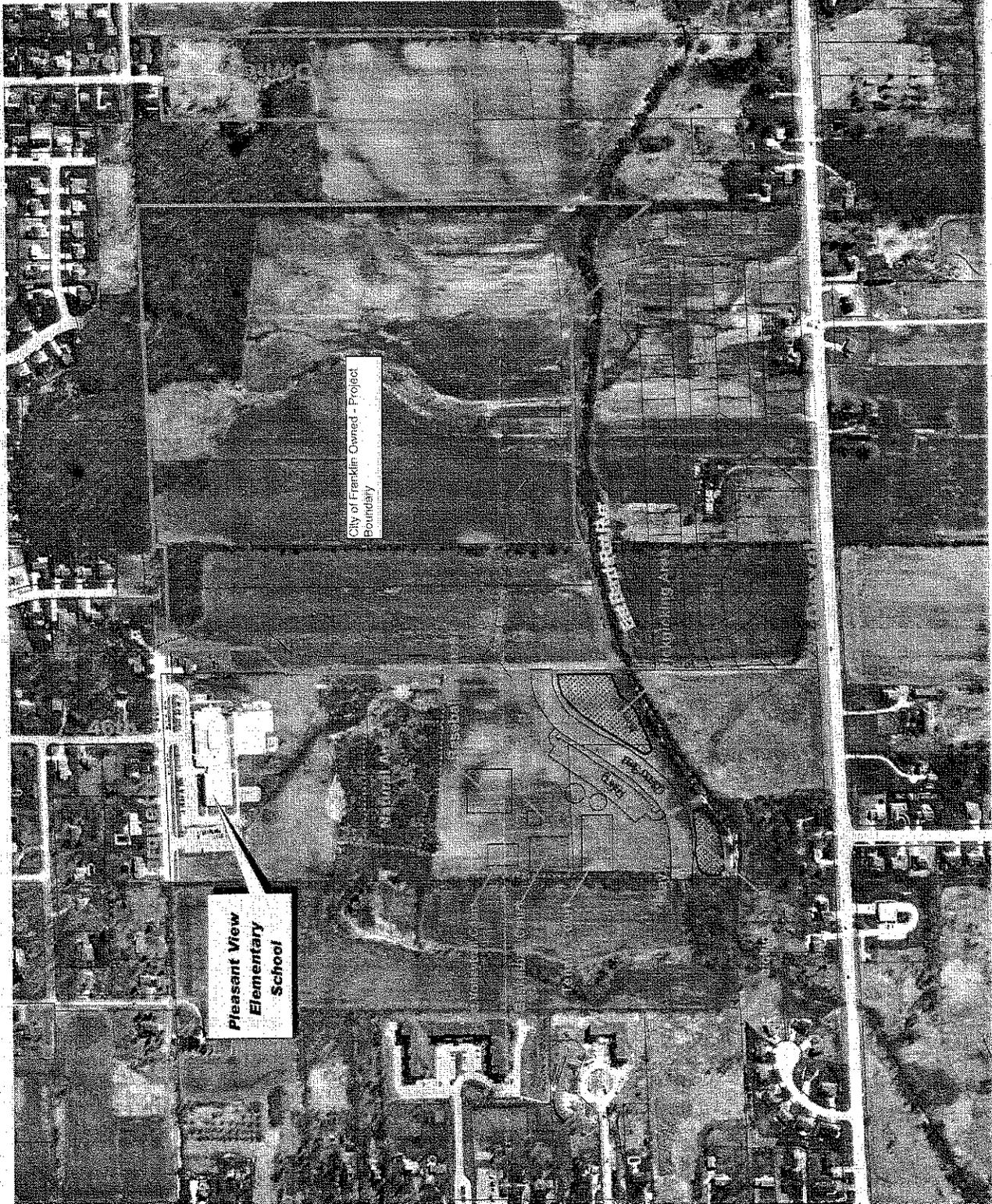


Pleasant View Neighborhood Park

Exhibit F
Conceptual Future Site Plan



- Franklin Parcels
- MMSD Property
- Parking/ Streets
- Park Structures
- Picnicking Area
- Walking/ Educational Trails



Pleasant View
Elementary
School

City of Franklin Owned - Project
Boundry

0.4 Miles

0.2

0

0.2



Additional Future Trail Options

LEGEND

Proposed Trails

- Trail Option 1 (3,400 feet)
- Trail Option 2 (4,000 feet)
- Trail Option 3 (2,560 feet)
- Future Trail Option (6,350 feet)

Trail Type (2025 CORP)

- Road Shoulder
- Sidewalk
- Trail
- Unknown
- Existing "Non Trail Network" Sidewalk

Trail System Status (2025 CORP)

- Existing Trail
- Proposed Trail (e.g.,)

City of Franklin Natural Resource Protection

- FEMA 100-Year Floodplain Zone A (2008)
- FEMA 100-Year Floodplain Zone AE (2008)
- Slope Steep (7-12%)
- Slope Steep (>13%)
- Wetlands
- Woodlands
- Stream

SEWRPC Natural Resource Protection

- SEWRPC Isolated Natural Resource Area
- SEWRPC Primary Environmental Corridor
- SEWRPC Secondary Environmental Corridor
- SEWRPC 2005 Wisconsin Wetland Inventory



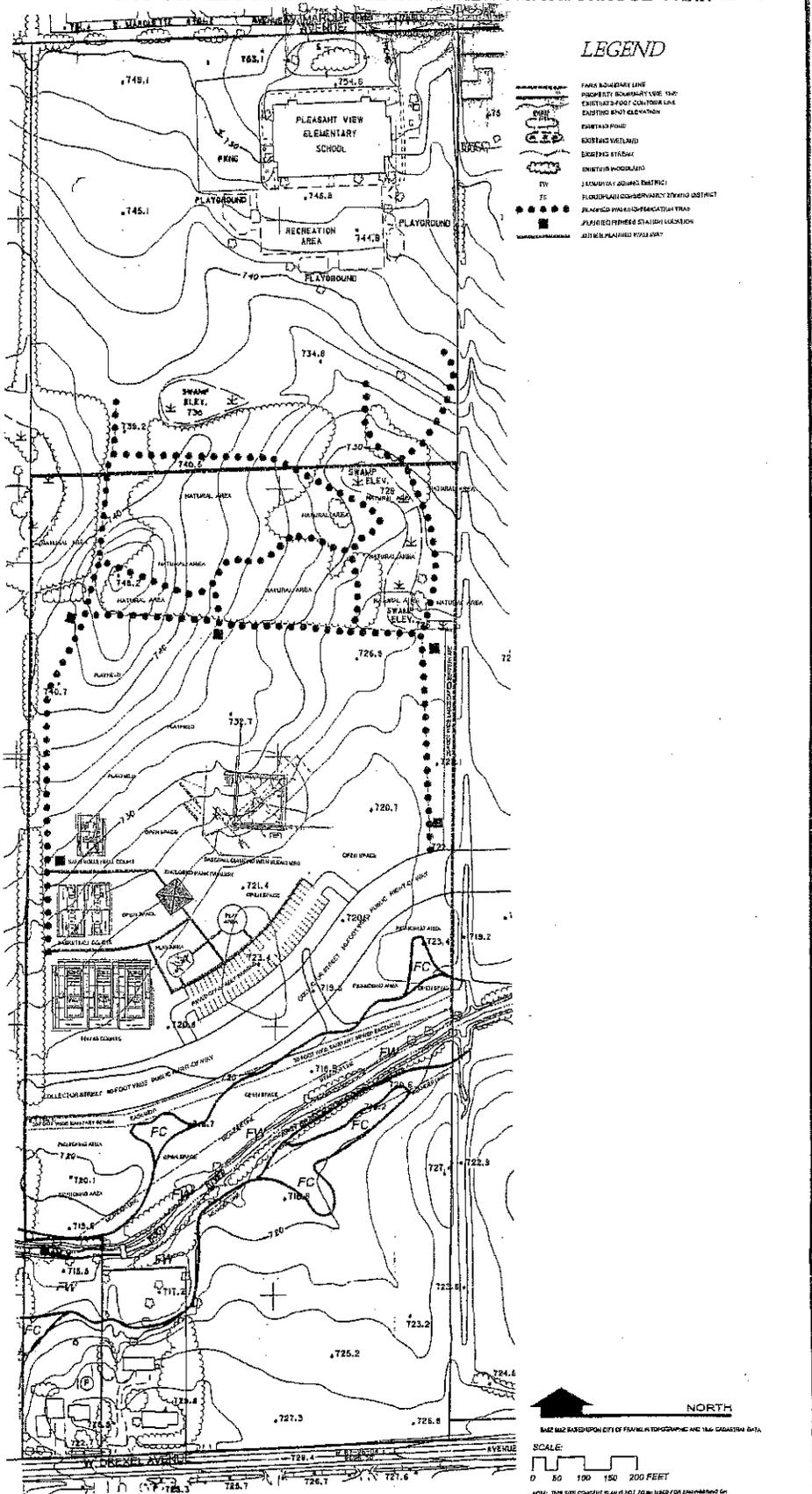
The map shows the approximate relative location of property boundaries but does not purport to be a certified land survey. The map is provided for informational purposes only and may not be suitable or appropriate for legal, engineering, or surveying purposes.

City of Franklin
 2220 W. Lincoln Rd.
 Franklin, WI 53132
 414.255.1100



Figure 7.1

SITE CONCEPT PLAN FOR PLEASANT VIEW NEIGHBORHOOD PARK



Source: City of Franklin and Meehan & Company, Inc.

CITY OF FRANKLIN
 COMPREHENSIVE OUTDOOR RECREATION PLAN

SITE CONCEPT PLAN
PLEASANT VIEW NEIGHBORHOOD PARK

City of Franklin Planning Department
 MEEHAN & COMPANY, INC.
 1100 N. W. 11th Street, Suite 100
 Ft. Lauderdale, FL 33304
 DATE: 8/1/00

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>9/04/12</p>
<p>Reports and Recommendations</p>	<p>Request from Mayor Taylor to reschedule special Committee of the Whole meeting of 9/10/12 for the purpose of discussing consolidated fire services</p>	<p>ITEM NUMBER</p> <p><i>G.3.</i></p>

At the meeting of 6/04/12 the Common Council moved to schedule the consolidated fire services item on a Committee of the Whole meeting on 9/10/12.

Mayor Taylor is requesting that this meeting be rescheduled to Wednesday, September 19, 2012.

COUNCIL ACTION REQUESTED

Motion to reschedule Committee of the Whole meeting of 9/10/12 to 9/19/12.

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APPROVAL <i>Slw</i> 	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/4/2012
REPORTS & RECOMMENDATIONS	Recommendation from the Finance Committee Regarding the Public Policy Forum's document "Exploring Shared or Consolidated Services in Southern Milwaukee County"	ITEM NUMBER <i>G.4.</i>

The Common Council, on June 4, 2012, referred the Public Policy Forum's report "Exploring Shared or Consolidated Services in Southern Milwaukee County" to the Fire Chief, Finance Committee, Personnel Committee, and the Fire & Police Commission for their review, consideration, and potential recommendations back to the Common Council and further moved to schedule this item on the agenda for a Special Committee of the Whole Meeting on September 10, 2012 (this date may be altered). Below comprises the report back to the Common Council from the Finance Committee where this item was taken up at their meeting of August 28, 2012. Attached also for your reference is the memo prepared by the Director of Administration that was the basis for the Finance Committee's discussion and comment.

Motion to provide the Common Council with the following report and recommendation concerning the Public Policy Forum's document "Exploring Shared or Consolidated Services in Southern Milwaukee County:

1. The methodologies, estimates, and assumptions of the report appear reasonable when considered in the report's context (as stated relative to the use of the financial figures derived from the modeling) that "they should be used only to broadly inform deliberations..." The fact that this is an initial review of the topic intended for initial consideration of the issue is itself a very important conclusion which is further emphasized by the report's statement on page 49 that "lengthy negotiations and considerable staff work" "would be necessary to further refine the operational framework, hammer out the basic elements of an intergovernmental agreement, and develop actual fiscal estimates and impacts." As such, the Finance Committee's recommendation should also be considered an initial recommendation, as subsequent additional detailed work may require subsequent consideration by the Finance Committee.
2. Two critical, primary questions need to be addressed before any additional significant work on the project should move forward:
 - A) Do the other communities have continued interest in moving forward with the topic after review of the report?
 - B) How does the potential need for Joint Dispatch play into the process?
3. The conclusions of the report present a reasonable and compelling case for further consideration of the potential for "exploring shared or consolidated services in Southern Milwaukee County." The Director of Administration's memo from 8/22/12, however, identifies a significant amount of work that would need to be completed before any such final determination could be considered. If the Common Council is interested in continuing to pursue the topic based upon its own read of the report and upon the recommendations it receives, then a work plan should be set forth addressing a timeline, priority or order, general level of detail or questions to be answered, and task assignments. Such a work plan could then be shared with the other communities to obtain or confirm continued support for the concept in general and for a strategy going forward. The work plan can either incorporate the items in #2 above or, at the direction of the Common Council, can be prepared pending sufficient resolution to the items in #2 above.

4. Prior to any final determination on the matter, the City should perform an audit or review of similar consolidations adopted by other communities to compare pre-consolidation estimates with post-consolidation results relative to financial savings, impacts on service delivery, and on other relevant topics.
5. Prior to any determination to proceed with the workload identified, the Common Council should consider, and then evaluate and prioritize, the factors that should drive the work and decisions going forward.

The Common Council has identified a special meeting for September 10 (date may be altered) to discuss this topic and meet with the Public Policy Forum on their report. As such, extensive discussion is not required at this time as the Finance Committee recommendation can be addressed at that time in the context of the full report and the other recommendations.

COUNCIL ACTION REQUESTED

Motion to receive and file.



Date: August 22, 2012
To: Finance Committee Members
From: Mark W. Luberda 
Director of Administration
RE: Exploring Shared or Consolidated Services in Southern Milwaukee County
Summary and Discussion of Issues

The purpose of this memo is to identify issues that arise when considering the above referenced report and to provide Finance Committee members with a brief summary and discussion of each issue.

DECISION MAKING FACTORS: The report does not identify what should be the factors that would drive a decision to participate or to not participate in a different service delivery model. Response times, for example, are identified on page 8 as “a metric used by most departments to assess their capacity to meet demand.” One could argue that statement is simply another way to say that response times are a measure of the quality of the service provision. The report, however, only addresses response times in relation to assumptions and presumptions. There is no quantified measure of impact on response times and there is no model employed to attempt to evaluate impact on response times. Each department, however, knows that there is plenty of data available relative to location, dates, times, and service length of each actual call. As such, it would be possible to perform a more detailed evaluation of potential impacts on response times creating a hypothetical scenario tracking each call under new assumptions of station call-out, back-fill procedures, reduced fleet sizes, etc.

As a second example, potential cost impacts are the factor that the report spends most of its time pursuing. Clearly cost will be a primary consideration in any decision to participate in a new service delivery model. Are these the only two factors that matter? The report did not provide a list or discussion on the various factors that could drive the decision making process, nor did it intend to. Nonetheless, before any decisions could be reached Franklin needs to determine, and then evaluate and prioritize, the factors that should drive any final decisions. The same can be said for each of the service delivery models presented in the report.

COORDINATED SUPPORT SERVICES MODELS – A NEED FOR FUNCTIONAL WORK PLANS: It is important to recognize that the report is intended to present an initial review of the service areas discussed. This is evidenced by the following statement in the Summary of the section (page 23): “the five municipalities would need to work diligently to ensure that the benefits of a consolidated approach (e.g. economies of scale, operational efficiencies and monetary savings) could be recognized without detracting from individualized service requirements and needs.” In other words, the report doesn’t address those questions. Nor was it the reports intent. The report intended to present a thoughtful overview of the potential coordinated support service functions. To that end, it has presented a compelling case for further consideration of cooperation in the areas of Training, Vehicle Maintenance, and Fire Inspection, but now the City’s would need to “work diligently” before they could proceed. In other words, the report suggests a more detailed work plan or business model should be developed. Based on the report’s overview, the City could now consider preparing a functional and operational

work plan for each of the service areas to see in greater detail how the coordinated support services would operate. The report itself does not provide sufficient detail in this regard to make a final decision on either of the matters. Department management would need to prepare an appropriate work plan proposal before a decision could be considered.

OPERATIONAL CONSOLIDATION MODEL – THE RISE OF THE JOINT DISPATCH ISSUE:

The report identifies in a number of locations a need to consider, pursue, or implement a joint dispatch capability, but it is first mentioned in the Operational Consolidation Model section. Such an effort is, in and of itself, a very significant undertaking. Furthermore, one could argue that it creates a chicken-and-the-egg dilemma: Can the City even pursue the Operational Consolidation Model without a pre-existing joint dispatch? If not, then operational consolidation can be laid momentarily aside while consideration is given to joint dispatch. Despite the periodic reference, the report doesn't comment on how to coordinate such efforts. Before a decision can even be considered on Operational Consolidation, an initial, separate consideration, at least at the "thorough overview" level, must be developed.

OPERATIONAL CONSOLIDATION MODEL – "AN UNQUANTIFIABLE REDUCTION IN OVERTIME COSTS":

Overtime costs are the predominant factor driving the expense variability of the Fire Department's budget, so much so that it can easily drive the bottom line of the City's entire budget. To that end, the "unquantifiable reduction in overtime costs" needs to be more thoroughly vetted before any decision could be considered.

FULL CONSOLIDATION MODEL – SENSITIVITY ANALYSIS:

The report notes on page 29 that evaluating the potential impacts at more than the thorough overview level requires an intergovernmental agreement that "would establish the basis for many of the administrative, jurisdictional and logistical details of the new department, including the following: Equipment... Facilities... Personnel... Funding Formula." The processes and financial analysis performed seem reasonable, except that it is lacking consideration of any sensitivity analysis. The model for example addresses various cost streams as a single line instead of considering the range of potential costs. The degree in variation between the high and low estimates and the ease with which a result can move within that range reveals the degree of sensitivity in that number. In other words, do the suggested savings evaporate quickly or slowly (or grow) as assumptions and factors change in their analysis? The study does not address this issue of sensitivity.

Along this same vein, in relation to organizational structure and staffing levels, sensitivity modeling and alternative modeling should be performed to put this study in context. The need for this additional review is arguably supported by the study's contention that it is not possible to estimate the precise amount of savings in a consolidated department and that the modeling is complicated. Similarly, the report assumes that speculative decisions on dozens of small budget items (non-personnel costs) must be addressed in the formation of this department; these might want to be examined more carefully to see what range of impacts they could have on the fiscal savings model. The lack of the thoroughness and detail necessary to make a final decision is evidenced in the statement on page 36 that "It is important to note that all of the financial figures derived from our modeling flow from our assumptions, which means they should be used only to broadly inform deliberations on the full Consolidation Model." In short, the study admits that more analysis would need to be done, before it could be used to make a decision on the topic.

Factors subject to sensitivity could likely be identified by undertaking further development of the model and beginning to address a work plan that further details the form and function of a fully consolidated department.

FULL CONSOLIDATION MODEL – ALL OR NOTHING?: The model does a nice job presenting a single scenario detailing how a department shaped from the five communities could be structured, but it doesn't address or contemplate if there is any continued validity to the model if even one of the communities elects not to participate. Hales Corners, for example, would need to make a significant commitment to fire protection that they have yet to make in their history: funding a full-time, full-service department. If they elect not to move forward, the geography of the new department and, likely, the service delivery characteristics would be significantly impacted. The report provides no insight into whether or not this is an all or nothing proposal. Before undertaking any of the above additional evaluations, it would be useful to know whether any of the communities has determined that they have no interest in further consideration of the matter. If one of them has reached such a determination, then the next step is considering what potential configuration of a full consolidation model continues to have viability at the "thorough overview" level.

MISCELLANEOUS: The comments above are generally high-level questions or issues relative to the consolidation models. Obviously, it would be possible to generate a long list of potentially significant issues or questions if one were to examine each topic and its individual potential impacts at a more detailed level. Similarly, additional questions of a secondary or tangential nature could also arise. Following are some examples of the kinds of detailed topics or tangential issues that could still warrant evaluation or consideration.

- What would be the financial impact on existing Police Department dispatching of creating a joint Fire dispatch system?
- Are the estimated non-personnel costs adequate for the joint entity, particularly since most communities do not allocate administrative service costs (such as IT and payroll) to the current departmental budgets? If not, the total and allocated saving to the cities would be overstated.
- As an independent entity the issues of cash flow and reserves becomes important. Where does the entity get the resources to begin operations and how does it establish necessary reserves other than from the sponsoring cities, which would use part of the projected savings?
- Would there be a continuing cost for retiree health liability for each city for past years of employee service if the employee goes to the joint entity or retires at the time the joint entity began?
- EMS revenue is treated in different scenarios in the various contribution formulas, how do the treatments impact the savings to the cities and is the collection rate similar in the various cities? The savings would be less in cities that currently provide EMS service to other cities.
- Should a city require an additional fire station how would those additional costs be assessed by the joint entity?

To see other potential issues and for a more in depth consideration of certain aspects of the report, please see a copy of the memo provided to the Personnel Committee (attached for your convenience) that addressed the assumptions made within the report and commented as to the reasonableness of those assumptions.

POTENTIAL FINANCE COMMITTEE RECOMMENDATION TO THE COMMON COUNCIL:
Given the above comments, the range of recommendations the Finance Committee could provide the Common Council is fairly broad. For discussion purposes, I would offer the following summary conclusions from the above discussion, which could be used as the recommendation to the Finance Committee.

1. The Following conclusion of the Personnel Committee remains valid and is restated below substituting the Finance Committee into the text:

“The methodologies, estimates, and assumptions of the report appear reasonable when considered in the report’s context (as stated relative to the use of the financial figures derived from the modeling) that “they should be used only to broadly inform deliberations...” The fact that this is an initial review of the topic intended for initial consideration of the issue is itself a very important conclusion which is further emphasized by the report’s statement on page 49 that “lengthy negotiations and considerable staff work” “would be necessary to further refine the operational framework, hammer out the basic elements of an intergovernmental agreement, and develop actual fiscal estimates and impacts.” As such, the [Finance] Committee’s recommendation should also be considered an initial recommendation, as subsequent additional detailed work may require subsequent consideration by the [Finance] Committee.”

2. Two critical, primary questions need to be addressed before any additional significant work on the project should move forward:

- A) Do the other communities have continued interest in moving forward with the topic after review of the report?
- B) How does the potential need for Joint Dispatch play into the process?

3. The conclusions of the report present a reasonable and compelling case for further consideration of the potential for “exploring shared or consolidated services in Southern Milwaukee County.” The Director of Administration’s memo from 8/22/12, however, identifies a significant amount of work that would need to be completed before any such final determination could be considered. If the Common Council is interested in continuing to pursue the topic based upon its own read of the report and upon the recommendations it receives, then a work plan should be set forth addressing a timeline, priority or order, general level of detail or questions to be answered, and task assignments. Such a work plan could then be shared with the other communities to obtain or confirm continued support for the concept in general and for a strategy going forward. The work plan can either incorporate the items in #2 above or, at the direction of the Common Council, can be prepared pending sufficient resolution to the items in #2 above.

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR</p> <p>COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>9/04/12</p>
<p>Reports and Recommendations</p>	<p>Recommendation from the Police and Fire Commission regarding the Public Policy Forum's document "Exploring Shared or Consolidated Services in Southern Milwaukee County".</p>	<p>ITEM NUMBER</p> <p><i>6.5.</i></p>

Attached is the Recommendation from the Police and Fire Commission dated August 30, 2012 regarding the Public Policy Forum's document "Exploring Shared or Consolidated Services in Southern Milwaukee County".

At their meeting of June 4, 2012, the Common Council requested the return of a recommendation no later than September 01, 2012.

COUNCIL ACTION REQUESTED

CITY OF FRANKLIN POLICE AND FIRE COMMISSION

August 30, 2012

Re: PUBLIC POLICY FORUM REPORT EXPLORING SHARED OR CONSOLIDATED FIRE SERVICES IN SOUTHERN MILWAUKEE COUNTY STUDY

Dear Mayor Thomas M. Taylor and Members of the City of Franklin Common Council:

The City of Franklin Common Council, at its June 4, 2012 meeting, addressed the report from the Public Policy Forum regarding EXPLORING SHARED OR CONSOLIDATED FIRE SERVICES IN SOUTHERN MILWAUKEE COUNTY (hereafter the report). One of the motions that carried at the meeting provided, in part, that the report was referred to the City of Franklin Police and Fire Commission for their review, consideration, and potential recommendations back to the Common Council no later than September 1, 2012. Those requests have been acted upon and this letter is the Commission's written response to the requests of the Council.

The Police and Fire Commission at its August 14, 2012 meeting (all commission members were present) discussed the report and the July 24, 2012 recommendation from the Personnel Committee for over two hours. The first part of the meeting consisted of a presentation (and subsequent questions by commission members) by Attorney Thomas J. Hammer. Attorney Hammer was a police officer, a Milwaukee County Assistant District Attorney, and since the early 1980's a professor at Marquette University Law School. He was a member of the Village of Shorewood Police and Fire Commission for ten years (many of them as the President of the Commission) and he was one of the original members of the North Shore Fire Commission (thereafter NSFC). After his appointment to the NSFC he served as the Chairman of the commission for nine years and in that role he was the primary author of the rules of that commission. The primary focus of his presentation was the creation and operation of the NSFC. The NSFC, created as a joint fire commission pursuant to Wisconsin Statute section 61.65, is the Police and Fire Commission equivalent for the North Shore Fire Department (thereafter NSFD). The NSFC consists of seven members (one from each of the participating municipal jurisdictions) and it performs the fire department related functions of a standard Police and Fire Commission such as Franklin's commission. It does not have optional powers. It should be noted that the report did not address in detail this aspect of consolidation. It was evident from Attorney Hammer's presentation (and questions) that the fire Commission aspect of fire consolidation was not a hindrance to either the creation of the NSFD or its continued successful operation. Attorney Hammer also addressed several NSFD creation and operational items (the reasons for the consolidation, the issue of what happens to existing fire chiefs, the integration of numerous existing policies and procedures and fire cultures into one new department, dispatch issues, etc.) not directly related to the role of the commission. The second part of the meeting consisted of a

discussion of the report itself by commission members. This discussion included items and issues that were and were not addressed in the report.

The following motion was unanimously carried at the conclusion of the meeting-it is the position of the City of Franklin Police and Fire Commission that the consolidation report has too many unanswered questions for an ultimate decision to be made on consolidation. Two examples include: (1) how does the present mutual aid pact work based on a quality point of view; (2) the dispatch center issue. Therefore the Commission believes that further information needs to be compiled and gathered before a yes or no ultimate vote.

Commission Vice-President and Secretary John Nelson and I plan to attend the September 10, 2012 Common Council Committee of the Whole meeting where the issue of fire consolidation will be discussed. Other members of the commission may also be present for that meeting.

Sincerely



Robert D. Donohoo
President, City of Franklin Police and Fire Commission

Cc: Fire Chief Martins
Commission members

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<p>APPROVAL</p> <p><i>Slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>9/4/12</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Renewal of the WENS Service Agreement with Inspiron Logisitics for the Emergency Notification System.</p>	<p>ITEM NUMBER</p> <p><i>G.6.</i></p>

The contract for the City's use of and access to the Emergency Notification System is set to expire September 22, 2012. The service has worked well for the City:

- Over 2,000 unique individuals have registered over 3,800 contact numbers to receive opt-in emergency notifications, such as tornado warnings.
- The system has been available for public safety emergencies using the full 911 database, such as when the Police department used the system to aid in finding a lost individual.
- The Health Department has incorporated it as a primary component of their emergency response plans and has run a test with all their volunteers of its role staffing emergency centers.
- The Fire department is using it in place of paging systems and using it for departmental communications for staffing issues, saving costs in maintaining the prior paging system.

The cost is largely funded through Health Department grants (\$8,000 per year) due to its critical role in meeting the tiers of communication required for them by the State. The total cost to the City had been \$10,000 per year, so City resources covered the other \$2,000. The new contract will be at \$9,600 per year, with at least one more year of grant funding provided. I have compared this cost to the costs being paid by other communities for the Inspiron service, and our cost remains lower than the standard or example pricing that I found for similar communities. The only other related cost is about \$400 per year paid to AT&T to update the 911 database.

It is worth noting that during the two years of service, Inspiron has continued to provide system enhancements. For example, when sending a voice message, staff can now elect to record and send our own voice instead of using the computer generated voice. Service and staff support has been excellent.

Attached is the current contract, the new contract will be substantially equivalent except with the incorporation of language that allows the contract to automatically extend on an annual basis. Naturally, the City has the ability at the end of each term to provide a cancellation notice without any penalties, and the City retains the ability to terminate in the event of performance failures or contract violations. On the other hand the contract does not provide for any automatic rate increases, so a continuation of the same contract freezes our reduced rate after the initial term.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor and City Clerk to execute a renewal WENS Service Agreement with Inspiron Logistics for the Emergency Notification System in a form as set forth herein.

Signed agreement faxed
to Steve @ Inspiron 8-31-10
Copy given to Bill w/ \$
Sandi by Mark

WENS Services Agreement

This WENS Services Agreement (this "Agreement") is entered to by and between Inspiron Logistics LLC, an Ohio Corporation with its principal office located at 2251 Front Street, Cuyahoga Falls, Ohio 44221 ("Inspiron Logistics") and City of Franklin, Wisconsin, with its principal office located at 9229 W. Loomis Road, Franklin, Wisconsin ("Customer"), effective as of the 22nd day of September 2010 (the "Effective Date").

1. Scope of Services.

1.1 Services. In consideration for the payment of fees by Customer provided for herein, during the Term, Inspiron Logistics agrees to provide to Customer the following services (collectively, the "Services"):

- (a) Setup of a WENS Account where as Inspiron Logistics will use the Master Administration or plug in Customer specific account parameters;
- (b) Pre-population of "Canned" Meta data which the Customer can elect to use for testing purposes or continue to use during the duration of this Agreement;
- (c) Use of WENS Account providing an emergency notification service with functionality and support, at a minimum, as set forth in Attachment A, which is incorporated herein by reference; and
- (d) Provide the Customer training for internal Personnel, as needed throughout the duration of the Agreement, on the WENS Platform and how to best utilize its functionality.

1.2 Updates. From time to time Inspiron Logistics may deploy in its discretion updates, fixes or solutions to problems or bugs in the Platform ("Updates"). Inspiron Logistics shall incorporate and provide the Updates at no additional charge to Customer when and if available.

1.3 Restrictions. Customer shall not (i) assign, transfer, modify, create any derivative work of or private label the Platform (except Customer may name brand the system for its own use and for local marketing), or reverse assemble, decompile, reverse engineer or attempt to derive source code or the underlying ideas, algorithms, structure or organization of the Platform, (ii) alter or copy, or permit a third party to alter or copy, any part of the Platform; (iii) use the Platform to provide service bureau, time sharing, access through a public computer bulletin board or "shareware" distribution process, or other similar services to third parties; or (iv) sublicense, distribute, sell, assign, transfer, lease, rent, disclose, or provide access to the Platform to any third party. In no event shall Customer use or access the Platform except as permitted hereunder.

1.4 Ownership. Inspiron Logistics is, and shall remain, the licensee or the owner of the Platform and any related documentation and all related and intellectual property, including without limitation, all copyright, trade secret, patent, trade marks and other intellectual property rights therein and including any derivative works made during the Term or thereafter ("Inspiron Logistics Property"). No property or ownership right or interest in the Inspiron Logistics Property or any part thereof is granted to Customer by virtue of this Agreement, the rights granted hereunder to Customer being solely contractual in nature. Customer hereby assigns to Inspiron Logistics all of its right, title and interest in any such Inspiron Logistics Property. Any and all meta-data contained within the Platform such as (i) individuals' personal information, (ii) private contact information, (iii) system activity or (iv) system inventory is the property of the Customer and is subject to the Freedom of Information Act of 1996 in the event the Customer is a public entity.

2. Account.

2.1 Approval of Account. Inspiron Logistics grants to Customer a worldwide right and license during the Term to send the Content via the Platform to Subscribers on the terms and conditions described herein. Customer will be responsible for ensuring that all Programs and the Content of such Account meet the requirements of this Agreement and any additional Account requirements that Inspiron Logistics may reasonably establish from time to time. In the event Customer does not agree such requirements are reasonable and mutually agreeable language cannot be reached, this agreement will be terminated upon 15 days notice by either party.

2.2 Customer Responsibilities.

(a) Approvals. Customer shall be responsible for the procurement of any and all licenses, approvals, qualifications, permits or certificates where required in connection with the Account. Inspiron Logistics is not aware of any such licenses, approvals, qualifications, permits or certificates that would be required in the implementation or provision of these services.

(b) Directions. Customer shall promptly provide Inspiron Logistics with such guidelines, provisions or other information (collectively, "Directions") as may reasonably be required by Inspiron Logistics from Customer in order to perform the Services. Inspiron Logistics may rely on any Directions provided to it by Customer and shall incur no liability as a result thereof. Inspiron Logistics shall not be required to follow any Directions not made or confirmed in writing or e-mail.

2.3 Trademarks. Customer hereby grants to Inspiron Logistics a non-exclusive, non-transferable, royalty-free license to use, reproduce, distribute and display the trademarks, service marks and logos of Customer (the "Customer Trademarks") during the Term and solely in connection with the performance of the Services under this Agreement. Inspiron Logistics agrees that all uses of the Customer Trademarks, including the goodwill and reputation associated therewith, will inure to the benefit of Customer.

3. Fees

3.1 Fees. In consideration for the performance of the Services, Customer shall pay Inspiron Logistics the following fees (collectively, the "Fees"):

(a) Account Set-up Fees: For each Account, in consideration for the set-up services provided by Inspiron Logistics for each Account, Customer shall pay Inspiron Logistics the fee set forth under the heading "Account Set-up Fee" on Schedule A attached hereto.

(b) Annual Account Maintenance Fees: For each Account, in consideration for the maintenance of Account(s) and management of the account, for each year during the Account Term, Customer shall pay Inspiron Logistics the fee set forth under the heading "Annual Account Maintenance Fee" on Schedule A attached hereto for each account. The Annual Account Maintenance Fee for each year shall be invoiced on an Annual basis and payable on the first day of such year during the Account Term with the first payment due on the start date of the Account.

4. Term

4.1 Term. The term of this Agreement commences on the Agreement Term Date and continues for two (2) years thereafter (together with any renewal term, the "Term") as specified in Schedule A. The Agreement may be terminated within that period prior to the



start of year two and three upon written notice from Customer at least 30 days prior to the end of the current year. In the event terms in which Inspiron Logistics is engaged with its vendors to provide service to the Customer changes, an addendum will be created and must require a signature to continue the term of this agreement. In the event either party does not agree with the addendum and mutually agreeable language cannot be reached, this agreement may immediately be terminated by written notice by either party.

4.2 Termination. In addition to and as otherwise stated herein, this Agreement may be terminated immediately by either Party upon written notice to the other Party if: (i) the other Party files a petition in bankruptcy or otherwise becomes subject to bankruptcy proceedings, or makes an assignment for the benefit of its creditors; (ii) the other Party materially breaches its obligations under this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of such breach, or (iii) Inspiron Logistics has more than two failures, each noticed in writing by Customer, to adequately perform under the Agreement, such as but not limited to failure to distribute notifications promptly to all expected residents and distribution of false messages or messages sent in error, except that Customer operator error and errors attributable to telephone companies shall not be attributed to or accountable to Inspiron Logistics.

4.3 Effect of Termination.

(a) Except for data that is required to be retained by Recipient to comply with applicable laws or governmental regulations, upon any termination or expiration of this Agreement for any reason, each Party shall promptly return the other Party's Confidential Information or destroy it as directed by the owner of the Confidential Information and certify its destruction in writing within ten (10) days.

(b) Any Sections that by their nature refer to obligations of a Party applicable beyond the Term, shall survive the expiration or termination of this Agreement.

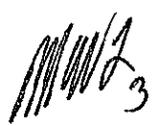
(c) Upon the termination or expiration of this Agreement, the Parties hereto agree that each Party shall immediately cease the utilization of any trademarks of the other.

(d) In the event of termination in advance of the term of the Agreement, Customer shall be promptly refunded a prorated amount of the service fee paid, which payment amount shall equal the amount paid by the Customer times a ratio calculated as the amount of days left in the initial term of the Agreement divided by the number of days in the initial term of the Agreement.

5. Confidentiality.

5.1 Confidential Information. Each party ("Recipient") acknowledges that in the course of Inspiron Logistics performing the Services each party may have access to certain Confidential Information of the other party ("Disclosing Party").

5.2 Duties. Recipient shall maintain the Confidential Information as confidential and will not use it in any way, for itself or for any third party, except as required to achieve the purposes of this Agreement, nor disclose to any third party (except to Recipient's employees, consultants, contractors, attorneys, accountants, and other advisors (collectively, "Representatives") who have a need to know such Confidential Information for purposes of Recipient's performance of its obligations under this Agreement and who have been informed of and are obligated to comply with the confidential nature of such information and of the terms of this Agreement). Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take



reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of any of Disclosing Party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information, but in no case less than reasonable care.

5.3 Exceptions. The obligations of the Recipient specified in this Section shall not apply to the extent any Confidential Information (i) is known to Recipient prior to receipt from Disclosing Party other than as a result of Recipient's breach of any legal obligation; (ii) becomes known (independently of disclosure by Disclosing Party) to Recipient directly or indirectly from a source having the legal right to disclose such Confidential Information; (iii) is or becomes publicly known, except through a breach of this Agreement by Recipient; or (iv) is required to be disclosed by Recipient to comply with applicable laws or governmental regulations, provided that Recipient gives Disclosing Party reasonable prior written notice of such disclosure sufficient to permit Disclosing Party to contest such disclosure and Recipient takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5.4 Ownership of Confidential Information. The Disclosing Party is and shall remain the exclusive owner of Confidential Information and all intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

6. Liability; Warranty.

6.1 Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS RESPECTIVE REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR AMOUNTS OWED HEREUNDER AND CLAIMS ARISING OUT OF SECTIONS 1.3, 6, AND 8, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED AMOUNTS RECEIVED BY INSPIRON LOGISTICS AND NOT PAID TO CUSTOMER HEREUNDER IN THE 6 MONTH PERIOD PRIOR TO ANY CLAIM.

6.2 Warranty.

(a) Mutual Warranty. Each party hereby represents and warrants that it (i) has the full power, ownership interests and the right to enter into this Agreement and to grant the rights and licenses contemplated by this Agreement, without the need for any consents, approvals or immunities not yet granted and without any conflict with, breach of or default under its articles of incorporation, bylaws or other charter documents or any contract by which it is bound and (ii) has all required licenses, consents, approvals and permits from any person necessary to perform its obligations under this Agreement.

(b) Inspiron Logistics Warranty. Inspiron Logistics hereby represents and warrants that (i) it shall perform all Services in a good and workmanlike manner. The foregoing shall not be construed as a warranty that the Platform of Services will function without error.



(c) Exclusive Remedies. For any breach of the warranties set forth in Section 6.2(b), Customer's sole and exclusive remedy and Inspiron Logistics' entire liability shall be, at Customer's discretion, either: (a) correct the error that caused the breach of warranty; (b) reperform the Services; or (c) in the event that Inspiron Logistics is unable to cure such breach, termination of this Agreement and return of the fees paid for such nonconforming Services.

7. Carrier Restrictions/Requirements.

7.1 General Carrier Restrictions. Customer acknowledges and agrees that (i) one or more Carriers may obligate Inspiron Logistics to require certain commitments and representations from third parties such as the Customer seeking to use such Carriers' services and/or equipment;

(ii) Inspiron Logistics may be required to deliver and obtain agreement to terms of use of the Carriers' services and/or one or more Carriers' services or equipment from Subscribers, and/or (iii) certain Carriers may place limitations on the type, length, maximum rate of message flow, or other characteristics of Messages that such Carriers will agree to handle at a given time. Inspiron Logistics will provide written notice to Customer of any Carrier terms (including updates thereof from time to time if required by Carriers) that Inspiron Logistics is obligated to require Customer to acknowledge and comply with. Customer will promptly notify Inspiron Logistics if Customer determines that Customer is unwilling to comply or cannot comply with or authorize or enable Inspiron Logistics to comply with such Carrier's then-current requirements. Customer acknowledges that such noncompliance may result in Inspiron Logistics suspension of its performance of the Services under this Agreement with respect to one or more Carriers or Content. In the event of a suspension of Inspiron Logistics' performance for more than 15 days, this agreement may be terminated immediately upon written notice by either party.

7.2 Message Blocking. Customer

acknowledges that Carriers reserve the right to investigate any Subscriber complaints alleging a violation by Inspiron Logistics or its content providers (such as the Customer) of a Carrier agreement or a violation of requirements imposed by Carriers on Inspiron Logistics and/or its content providers. Customer acknowledges that if a Carrier reasonably believes that Inspiron Logistics has violated such requirements, Carrier may refuse to transmit Messages and may suspend or remove Inspiron Logistics' access to the Carrier network. If Carriers notify Inspiron Logistics of any alleged violation, and Inspiron Logistics does not promptly remedy such violation (for example, by denying access to a Subscriber sending inappropriate messages to other Subscribers), the applicable Carrier may also terminate its agreement concerning access of the Inspiron Logistics Service to such Carriers network. Customer further acknowledges that if a Carrier receives a complaint from a customer or a governmental or law enforcement agency ("Outside Complaint") claiming that any Messages are unlawful, obscene, racially or ethnically offensive or depict sexually explicit materials or infringe on the intellectual property rights of others, the Carrier may notify Inspiron Logistics in writing of such Outside Complaint and, in addition, may suspend such Carrier's connection with Inspiron Logistics until such time as the complaint is remedied or otherwise resolved. Inspiron Logistics has agreed to remedy any such complaints as promptly as is commercially reasonable. Customer acknowledges that such remedies may include without limitation removing the recipient of mobile-terminated messages from various participant lists or blocking certain access to the Service.

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Customer acknowledges that the obligations described in this Section may prevent Inspiron Logistics from performing under this Agreement with respect to such Carriers.

7.3 Damage to Carrier Property. Customer will not use or assist others to use Carrier communications services (or any equipment or network connections used with such services) in any way that damages Carrier property or interferes with or disrupts a Carrier network or subscribers.

7.4 Privacy. Customer acknowledges that Carriers cannot guarantee the privacy of Messages, and accordingly Customer agrees that neither Inspiron Logistics nor the Carriers will be liable to Customer or any other party for any lack of privacy or security experienced when using the Inspiron Logistics Service. Customer also acknowledges that to the extent permitted by law, Carriers have the right to intercept and disclose any transmissions over their facilities in order to protect their rights or property, including without limitation, to protect the efficient operation of their networks or to comply with governmental authorities.

7.5 Carrier Charges. Customer acknowledges that for any Message originated by a Carrier Subscriber and transmitted to Inspiron Logistics or another Carrier Subscriber, the Carrier Subscriber will be charged at the text messaging rate reflected in their rate plan.

7.6 No liability for actions by Carriers. Customer acknowledges and agrees that, with respect to Carrier communications services:

- (a) one hundred percent of the Messages may not be delivered; and
- (b) neither Inspiron Logistics nor any Carrier will be liable to Customer for any Messages deleted or not delivered, regardless of the reason for deletion or non-delivery including, without limitation, message processing or transmission errors. Neither Inspiron Logistics nor any Carrier makes any representations or warranties regarding the quality, reliability, timeliness or security of the carrier communications services or that they will be error-free, uninterrupted, and free from unauthorized access or that all messages will be delivered.

8. Miscellaneous.

8.1 Technical Terms. Each word and abbreviation which has a technical or trade meaning is used in this Agreement in accordance with such recognized meaning.

8.2 Currency. Unless otherwise stated, all dollar amounts referred to in this Agreement are in United States dollars.

8.3 Remedies Cumulative. Unless expressly stated herein, all rights and remedies of a Party under this Agreement are in addition to the Party's other rights and remedies and are cumulative, not alternative.

8.4 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The Parties irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Milwaukee County in the State of Wisconsin for any litigation arising under this Agreement. A Party seeking a remedy or relief (including injunctive or other similar equitable relief) shall not be required to post a bond or other security for costs as a foreign plaintiff or defendant, as the case may be, in any jurisdiction or venue in which the mitigation may arise under this Agreement. 8.5 Notices. All notices required or desired to be delivered or served pursuant to this Agreement may be delivered and served by personal delivery or by prepaid, first class mail addressed to the intended Recipient Party at their respective addresses first written above, or at such other address as may have been designated in accordance with the provisions of this paragraph.

8.6 No Partnership. Nothing in this Agreement is intended or will be construed as creating a



relationship of joint venture, partnership or employment between the Parties hereto and each of the Parties specifically acknowledges and agrees that their relationship is and shall be solely as independent contractors. Neither Party shall hold itself out contrary to the terms of this Agreement, and neither Party shall become liable for the representation, act or omission of the other Party contrary to the provisions hereof.

8.7 No Waiver. A waiver by either of the Parties of any term or condition of this Agreement in any particular instance shall not be deemed or construed to be a waiver of such term or condition for the future or any subsequent breach thereof whether or not of the same or similar nature. No course of dealings or continuing conduct of either Party shall constitute a waiver of or amendment to any provision hereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either of the Parties.

8.8 Severance. If any provision of this Agreement, or part thereof, is held by a court of competent jurisdiction to be void or unenforceable it shall be deemed to have been severed from this Agreement, and the remainder of the provisions of this Agreement shall thereafter continue in full force and effect to the extent permitted by law.

8.9 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters contained herein and supersedes all previous discussions, negotiations, understandings, expectations, representations and agreements between the Parties. There are no additional or collateral representations, warranties, terms, conditions, expectations or agreements between the Parties regarding the subject matter hereof, except those expressly set forth herein.

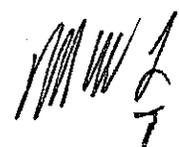
8.10 Amendment. No modification, alteration or amendment of this Agreement shall be valid or binding unless in writing and signed by both Parties.

8.11 Assignment. Subject to the following sentence, neither Party may assign its rights and obligations under or transfer any of its interest in this Agreement, without the prior consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement or transfer any of its interest to any affiliate of such Party, to a purchaser of all or substantially all of such Party's assets, to a successor in interest of such Party or as part of a corporate reorganization, consolidation or merger. This Agreement and each of the provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors, administrators and permitted assigns.

8.12 Further Assurances. The Parties agree to do and perform and cause to be done and performed such further and other acts and things as may be reasonably necessary or desirable in order to give full force and effect to this Agreement.

8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. Facsimile signatures shall be considered original signatures.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.



INSPIRON LOGISTICS CORP.

[Signature] 8/31/2010

President: Scott Detling Date

[Signature] 8/31/2010

Director of Sales: Steve Lehman Date

City of Franklin:

[Signature] 8/31/2010

Mayor Thomas M. Taylor Date

[Signature] 8/31/2010

Director of Clerk Services, Sandra Wesolowski Date.



[Handwritten scribble]
8

inspron logistics®

SCHEDULE A

Fees

1. Contract Term Date:

Years 1 - 2: 9/22/2010 – 9/21/2012

2. Account Set-up Fee – Voice, SMS Text, Email, DeskTop Alerts and Paging:
(waived)

3. Annual Account Maintenance Fee and Payment Due Dates – Voice, SMS Text, Email, DeskTop Alerts and Paging:

Years 1-2: \$20,000 due 9/22/2010 for entire contract term

** Basic package includes 70,000 completed voice calls*

** 1/3 of unused voice calls from previous year rollover to the next contract year.*

The contents of this material are confidential and proprietary Inspiron Logistics Corporation and may not be reproduced, published or disclosed to others without the prior written consent of Inspiron Logistics Corporation.

Handwritten signature and initials, possibly "MMW" and "9", located in the bottom right corner of the page.

In addition to text, email, and paging functionality, Inspiron Logistics will retain a voice-call service capability, will retain the ability to distinguish tornado warnings from tornado watches, will send out notices only for those weather events offered by the City and selected by residents through an opt-in procedure, and will retain the ability to send notices based on longitude/latitude polygons as established by NOAA and not based upon FIPS codes.

Inspiron Logistics will

- 1) achieve a 120-second turn around time between receipt of a weather notice from NOAA and sending out a weather notice to registered citizens;
- 2) maintain at least 3 call centers at least two of which must be in different states;
- 3) maintain an "Opt-in" screen that a) allows for citizen self registration of an unlimited number of phone numbers and e-mail addresses per household or business, but which may require multiple registrations by the citizen, b) allows for unlimited Customer modification to the screen, as performed by Inspiron Logistics, to enable registration for different call groups, such as but not limited to special issue notifications, c) allows the City to determine what NOAA weather alerts are placed as a selectable option for its residents (example: Tornado Warnings), and d) enables the Customer to alter Customer's opt-in options during the year and to "map" or transfer to other call groups, as Customer determines, citizens who have previously opted-in;
- 4) maintain a "maximum number of characters per message" of not less than 160 characters;
- 5) notify Customer immediately of any outages that could affect the ability to transmit a message if an emergency arose;
- 6) maintain an Imaging & Video Delivery System available for Customer's use;
- 7) cooperate with the Customer who will coordinate with the local telephone company to determine an appropriate per-minute call rate, which shall begin at the default rate of 300 per minute;
- 8) maintain a citizen "response" capability, which may serve as a survey feature;
- 9) provide unlimited, free outgoing text, paging, and email messages and services;
- 10) provide on-line, web-based training as reasonably required by the Customer to ensure Customer can maintain properly trained staff in the event of employee turnover or expanded system use by Customer;
- 11) maintain a staffed customer support line available to Customer 24 hours per day, every day; and
- 12) maintain a Customer-accessible mapping tool allowing distribution of messages within geographically mapped polygons.

The Customer may

- 1) name brand the system at the Customer's discretion;
- 2) determine the number to appear in Caller ID location;
- 3) provide, monthly or as otherwise determined by Customer, an update to the 911 database, and Inspiron Logistics will update the WENS database accordingly at no cost to Customer and will import and scrub the database against previous versions;
- 4) offer, at no extra cost to the Customer or the participating organization, the use of the WENS system for delivery of messages by other governmental and quasi-governmental organizations associated with the City of Franklin, including but not limited to local school systems and the Customer's Boards, Commissions, and Committees, but excluding hospitals and private businesses;
- 5) have an unlimited number of administrators and/or administration accounts and an unlimited number of Groups and Sub Groups; and
- 6) use screen information or copyrighted text describing the service in Customer's promotional material designed to market the service and generate "opt-in" clients without violating restrictions on such use as may be set forth in the Agreement.

Citizens may opt-in land lines and cell phones, including non-local numbers, but must be a United States number.

A completed call is a call answered by a person or an answering machine.

The Customer is not charged for calls in error or calls necessary to provide "cancellation" or other corrective notification. "Not charged" means that such calls will not be counted as a completed call and will not be counted against the total number of calls allowed by the Agreement.

If the contract is terminated for whatever reason as provided for in the contract, the database of opt-in numbers and the related opt-in selections will be transferred, at no cost to the Customer or the subsequent vendor, if any, to the Customer or the subsequent vendor, as determined by the Customer. The data shall be transferred in a file format meeting generally accepted industry standards or an Excel database, as determined by the Customer.

OTHER SUPPORT ISSUES:

1. Insurance. Inspiron Logistics shall, during the term of the Agreement, maintain insurance coverage with an authorized insurance carrier acceptable to the Client in amounts at least equal to the minimum limits set forth below:

A. Limit of General/Commercial Liability	\$2,000,000
B. Professional Liability	\$1,000,000

Certificates of insurance evidencing the above shall be delivered to the Client upon request and shall provide that such coverages may not be cancelled or amended without 30 days prior written notice to the Client and naming Client as an additional insured for General Liability.

2. Indemnification. To the fullest extent permitted by law, Inspiron Logistics shall defend, indemnify and hold harmless Customer, Customer's officers, employees, agents, boards, commissions and agencies from and against costs, losses, and damages (including but not limited to reasonable fees, charges, and reasonable court and/or alternative dispute resolution costs) caused by the negligent or intentional and wrongful acts of Inspiron Logistics, its officers, directors, employees, agents and consultants with respect to this Agreement.

3. Conflict of Interest. Inspiron Logistics warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. Inspiron Logistics warrants that it will immediately notify the Customer if any actual or potential conflict of interest arises or becomes known to Inspiron Logistics. Upon receipt of such notification, a Customer review and written approval is required for Inspiron Logistics to continue to perform work under this Agreement.

Failure to continually meet the functionality and service requirements set forth herein shall constitute a breach of the Agreement, which breach may be cured in accordance with Section 4.2 of the Agreement, or a "failure" in accordance with Section 4.2 of the Agreement.

APPROVAL <i>slw CAP</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/4/12
REPORTS & RECOMMENDATIONS	Review and possible revision of the Fund Balance Policy of the General Fund	ITEM NUMBER <i>6.7.</i>

The Finance Committee received the attached report on a potential change to the fund balance policy of the General Fund. The General Fund policy was established in 1999, strengthened in 2001 and restated with current classification terminology in 2011.

This review is recommending moving the upper limit on our Fund Balance policy from 25% to 30% of current year expenditures to increase, over time, the level of fund balance to be closer to the average fund balance level of the benchmarks of Wisconsin Aaa municipalities

The Finance Committee is recommending the attached revisions to the Fund Balance Policy of the General Fund to the Common Council.

COUNCIL ACTION REQUESTED

Motion to adopt financial Policy 151-00-003 revising the Fund Balance Policy of the General Fund.

City of Franklin
Finance Department Policy/Procedure

Subject: Fund Balance Policy

Issue Date: September 2012 ~~December 2011~~

Source: Common Council resolutions 2012-xxxx, 2011-6764, 2001-5299 & 1999-4928

Affected

Departments: All

Purpose:

To maintain funds to preserve the credit worthiness of the City to enable borrowing money at favorable interest rates, to meet unbudgeted expenditure needs or offset unrealized revenues during an annual budget cycle, to provide sufficient working capital to meet the City's cash flow needs during the following cycle, to stabilize fluctuations from year to year in property taxes paid by City taxpayers and to enable the City the flexibility to meet changing conditions.

Policy:

General Fund:

1. The overall goal for all Fund Balances for the City of Franklin General Fund shall be 30%25% of current year expenditures.
2. The amount of Fund Balance will be taken into consideration when establishing the following years budget:
 - When the Fund balance is below 20% provision will be made through the budget process to increase the year end Fund balance.
 - When the Fund balance is in the range of 20% to 30%25% no provision will be necessary through the budget process to affect the year end Fund balance.
 - When the Fund balance is above 30%25% provision will be made through the budget process to decrease the year end Fund balance.
3. Fund Balance will be used to support expenditures that are of a one time nature and do not require a repeated use to maintain the expenditure in future years.
4. That Unassigned Fund Balance plus any internal advances equal to at least 15% of the following year General Fund annual expenditure budget be maintained for working capital to enable the City to meet the cash flow requirements of the coming year.

Other Funds:

Other funds are encouraged to maintain an appropriate amount similar types of fund balances depending upon the type of fund so as to not create any surprise obligations to the General Fund.

Classification of Fund Balance

GASB #54 has established new classifications for Fund Balance

Nonspendable – Inventory

Restricted – unspent portion of Grant funds

Committed – Resources committed by the Common Council for a specific purpose

Assigned – a fund balance utilized for a particular purpose

Unassigned – all balances that are available for use

Determination of Assigned vs unassigned balances

GASB #54 indicates a need to establish the position that determines assigned vs unassigned fund balances. The City of Franklin assigns the responsibility for this determination to the Director of Finance & Treasurer..

M E M O R A N D U M

DATE: August 23, 2012
TO: Finance Committee
FROM: Cal Patterson, Director of Finance & Treasurer
RE: Review of Fund Balance Policy Memo

The fund balance policy percentages were last changed in 2001 as a result of our 2001 debt issuances.

At that time the City had a Moody's credit rating of AA3 which was up from an A1 in 1999 and an A2 in 1998. The prior policy only provided for a working capital percentage of 15%. One weakness mentioned in the 2001 credit review was having a stronger fund balance policy. The end of the year fund balance percentages since the establishment of the current targets are as follows:

2001 – 27.4%	2002 – 32.9%	2003 – 33.9%	2004 – 32.9%
2005 – 31.9%	2006 – 33.6%	2007 – 25.9%	2008 – 23.2%
2009 – 21.8%	2010 – 23.3%	2011 – 24.9%	2012E – 25.8%

The goal of this review is to move the upper limit on our Fund Balance policy from 25% to 30% of current year expenditures to increase our level of fund balance over time to be closer to the average fund balance level of the Aaa credit rating benchmarks (See attachment).

During our last two Moody's reviews the City has been informed that there is not much that the City can do to influence the credit rating as most of the reasons for not being Aaa rated are external to the City, such as population size, tax base valuation and being in Milwaukee County subject to the large amount of overlapping debt.

Having a debt policy with a higher maximum could eventually assist in getting a higher credit rating of Aaa up from the current rating of Aa1. Having a higher credit rating will result in lower borrowing costs with rates of from .1% to .25% less on future note or bond issuances.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	SUBJECT: A resolution authorizing acceptance of easements for People's Choice Corporation for sanitary sewer and water main at 7700 W. Rawson Avenue (SE ¼ Section 4)	9/4/12 ITEM NO. <i>G.8.</i>

Pursuant to the People's Choice Corporation, please be advised that it is necessary to accept easements for sanitary sewer and water main, TKN 744-8998-005.

RECOMMENDATION

Motion to adopt Resolution 2012-_____, a resolution authorizing acceptance of easements for People's Choice Corporation for sanitary sewer and water main at 7700 W. Rawson Avenue (SE ¼ Section 4).

ML/db

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2012 - _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF EASEMENTS
FOR PEOPLE'S CHOICE CORPORATION
FOR SANITARY SEWER AND WATER MAIN
AT 7700 W. RAWSON AVENUE (SE ¼, Section 4)

WHEREAS, easements are required to construct, maintain and operate a sanitary sewer and water main in People's Choice Corporation property, and

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

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

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

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

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

ML/db

SANITARY SEWER EASEMENT

THIS EASEMENT, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and PEOPLE'S CHOICE CORPORATION, a Wisconsin Corporation, owner, (including successors and assigns's of the City as may become applicable and including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor".

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities", in, upon and across said portion of the property: a sanitary sewer and associated manholes, all as shown on the plan attached hereto as Exhibit "B"; and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Southeast One-quarter (1/4) of Section Four (4), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so

much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses with under law the City is entitled to raise excepting the defense of so-called "sovereign immunity".

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.

4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.

5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.

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

7. That the Grantor shall submit plans for all surface alterations of plus or minus six inches (0.5 feet) or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.

8. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area

in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

9. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

11. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

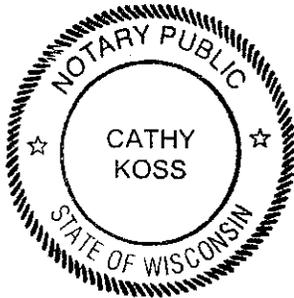
ON THIS DATE OF: September 18,, 2009

People's Choice Corp.
COMPANY NAME

By: Ed Eldridge, President
Name and Title

STATE OF WISCONSIN SS
COUNTY OF MILWAUKEE

Before me personally appeared on the 18 day of Sept, 2009, the above named
Ed Eldridge, PRESIDENT of PEOPLE'S CHOICE CORP.
(Name printed) (Title) (Development)
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same
as the voluntary act and deed of said corporation



Cathy Koss
NOTARY PUBLIC
My commission expires 12-16-12

CITY OF FRANKLIN

By: _____
Thomas M. Taylor, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this _____ day of _____, 200__ before me personally appeared Thomas M. Taylor and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____ adopted by its Common Council on _____, 200__.

Notary Public
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF LOT 2

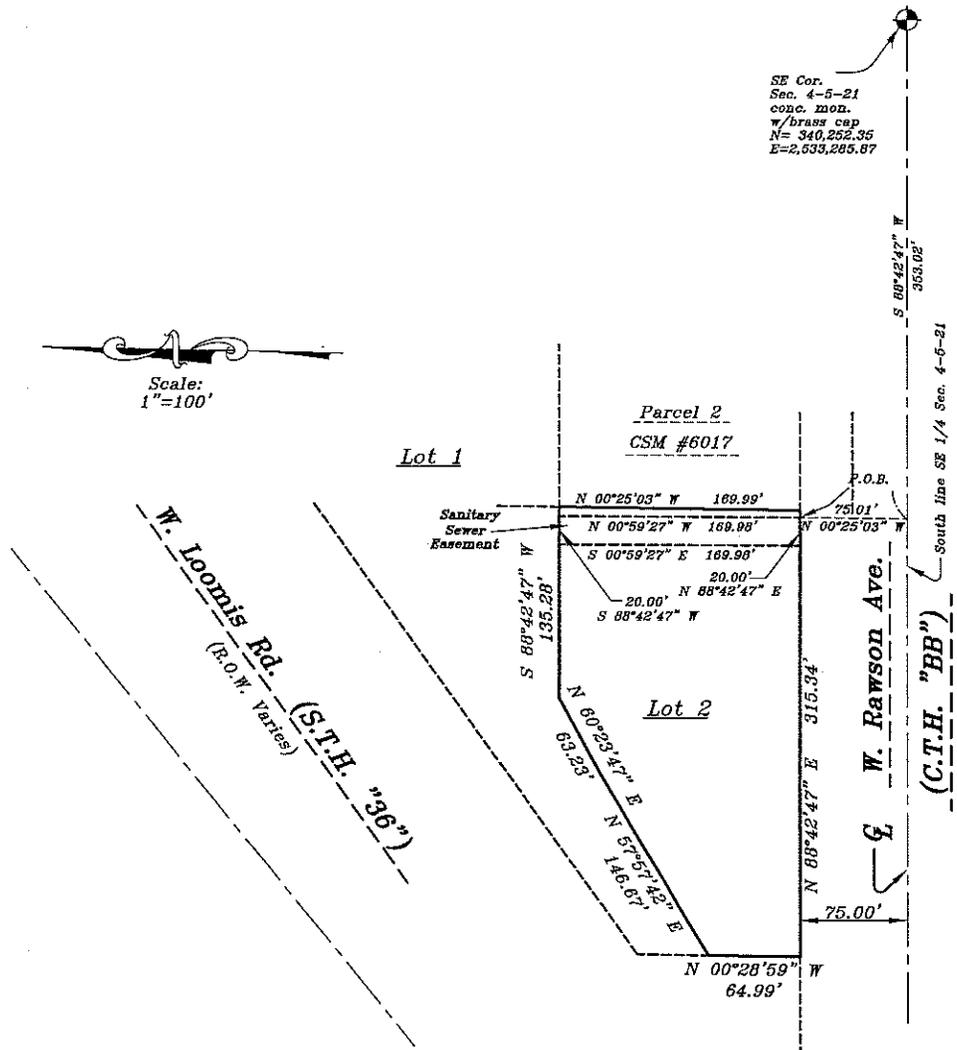
All that part of the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said Southeast 1/4; thence N 0°25'03" W along the East line of said Southeast 1/4, 245.00 feet to a point; thence S 88°42'47" W, 70.01 feet to a point on the West line of South 76th Street (C.T.H. "U"), and the Southeast corner of Parcel 1 of Certified Survey Map No. 6017,; thence continuing S 88°42'47" W along the South line of said parcel 1, 277.99 feet to the Southwest corner of said Parcel 1 and said point being the point of beginning of the lands to be described; thence S 0°25'03" E along the East line of Parcel 3 of said Certified Survey Map No. 6017, 169.99 feet to the Southeast corner of said Parcel 3 and a point on the North line of West Rawson Avenue, (C.T.H. "BB"); thence S 88°42'47" W to a point along the North line of said West Rawson Avenue and the South line of said Parcel 3, 315.34 feet to the Southwest corner of said parcel 3; thence N 0°28'59" W, 64.99 feet to a point; thence N 57°57'42" E, 146.67 feet to a point; thence N 60°23'47" E, 63.24 feet to a point; thence S 88°42'47" E, 135.28 feet to the point of beginning. Said lands containing 44,348 square feet (1.02 acres).

Exhibit "C"

Lot 2 Sanitary Sewer Easement

All that part of the SE 1/4 of the SE 1/4 of Section 4, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast Corner of said SE 1/4; thence S 88°42'47" W along the South Line of said SE 1/4, 353.02 feet; thence N 00°25'03" W, 75.01 feet to the North Line of West Rawson Avenue and the place of beginning; thence N 00°59'27" W, 169.98 feet to the North Line of Lot 2; thence S 88°42'47" W along said North Line, 20.00 feet; thence S 00°59'27" E, 169.98 feet to the North Line of West Rawson Avenue; thence N 88°42'47" E along said North Line 20.00 feet to the place of beginning.



July 16, 2008
 Revised May 12, 2009
 Revised September 10, 2009
 Revised December 2, 2009

WATER MAIN EASEMENT

THIS EASEMENT, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and PEOPLE'S CHOICE CORPORATION, a Wisconsin Corporation, owner, (including successors and assigns's of the City as may become applicable and including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor".

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities", in, upon and across said portion of the property: a water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Southeast One-quarter (¼) of Section Four (4), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the

easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).

2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses with under law the City is entitled to raise excepting the defense of so-called "sovereign immunity".

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.

4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.

5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.

6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service", and subsequent amendments thereto, shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin, shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements

regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service".

7. The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed.

8. That the Grantor shall submit plans for all surface alterations of plus or minus six inches (0.5 feet) or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.

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

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.

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

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

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

16. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: September 18, 2009

People's Choice Corp.
COMPANY NAME

By: Ed Eldridge, President
Name and Title

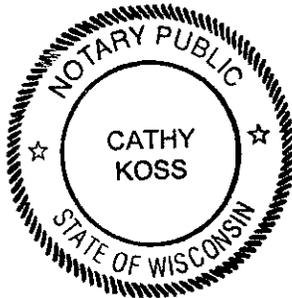
STATE OF WISCONSIN SS

COUNTY OF MILWAUKEE

Before me personally appeared on the 18 day of SEPT, 2009 the above named

ED ELDREDGE, PRESIDENT of PEOPLE'S CHOICE CORP.
(Name printed) (Title) (Development)

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation



Cathy Koss
NOTARY PUBLIC
My commission expires 12-16-12

CITY OF FRANKLIN

By: _____
Thomas M. Taylor, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this _____ day of _____, 200__ before me personally appeared Thomas M. Taylor and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____ adopted by its Common Council on _____, 200__.

Notary Public

My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF LOT 2

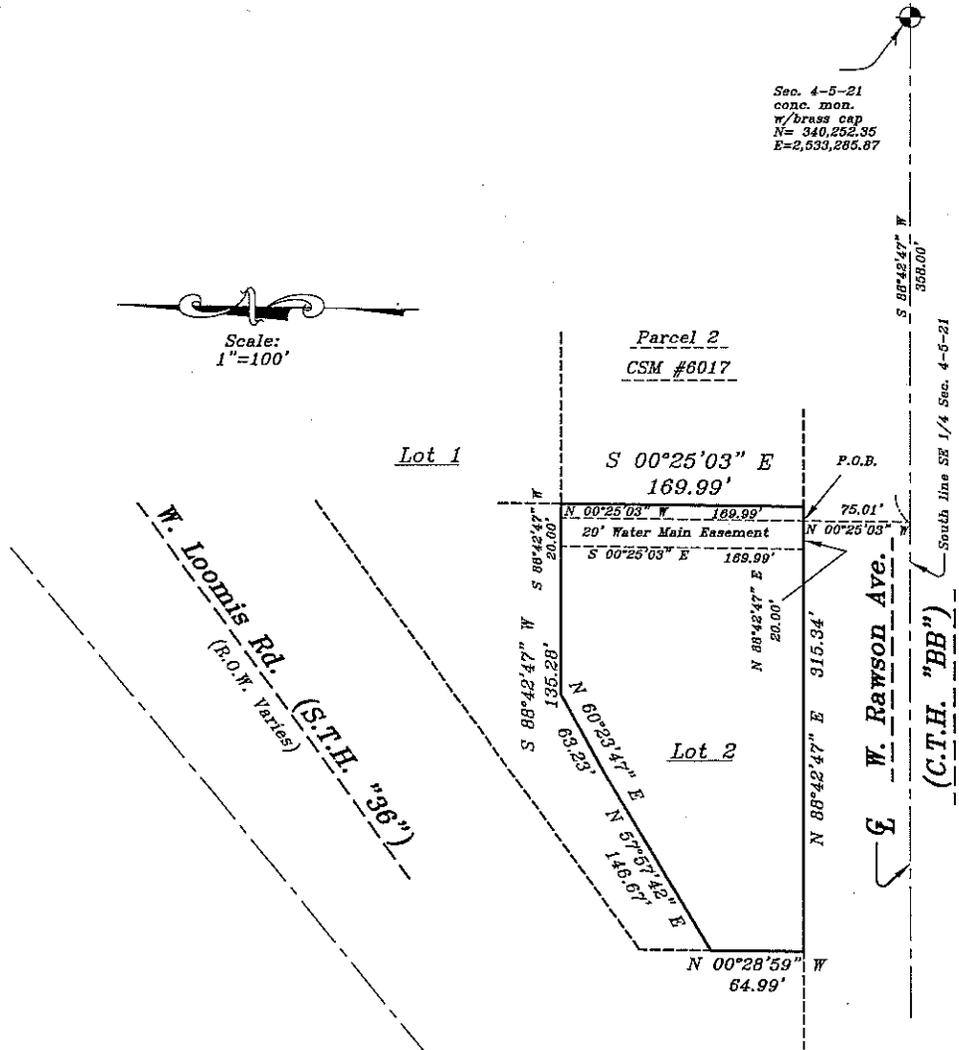
All that part of the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said Southeast 1/4; thence N 0°25'03" W along the East line of said Southeast 1/4, 245.00 feet to a point; thence S 88°42'47" W, 70.01 feet to a point on the West line of South 76th Street (C.T.H. "U"), and the Southeast corner of Parcel 1 of Certified Survey Map No. 6017,; thence continuing S 88°42'47" W along the South line of said parcel 1, 277.99 feet to the Southwest corner of said Parcel 1 and said point being the point of beginning of the lands to be described; thence S 0°25'03" E along the East line of Parcel 3 of said Certified Survey Map No. 6017, 169.99 feet to the Southeast corner of said Parcel 3 and a point on the North line of West Rawson Avenue, (C.T.H. "BB"); thence S 88°42'47" W to a point along the North line of said West Rawson Avenue and the South line of said Parcel 3, 315.34 feet to the Southwest corner of said parcel 3; thence N 0°28'59" W, 64.99 feet to a point; thence N 57°57'42" E, 146.67 feet to a point; thence N 60°23'47" E, 63.24 feet to a point; thence S 88°42'47" E, 135.28 feet to the point of beginning. Said lands containing 44,348 square feet (1.02 acres).

Exhibit "C"

Lot 2 Water Main Easement

All that part of the SE 1/4 of the SE 1/4 of Section 4, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast Corner of said SE 1/4; thence S 88°42'47" W along the South Line of said SE 1/4, 358.00 feet; thence N 00°25'03" W, 75.01 feet to the North Line of West Rawson Avenue and the place of beginning; thence N 00°25'03" W, 169.99 feet to the North Line of Lot 2; thence S 88°42'47" W along said North Line, 20.00 feet; thence S 00°25'03" E, 169.99 feet to the North Line of West Rawson Avenue; thence N 88°42'47" E along said North Line 20.00 feet to the place of beginning.



July 16, 2008
 Revised May 12, 2009
 Revised December 2, 2009
 Revised August 8, 2012

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 9/4/12
Reports & Recommendations	SUBJECT: Resolution accepting storm sewer easement for placement of storm sewer within the property of 11838 W. Ryan Road	ITEM NO. <i>G.91</i>

BACKGROUND

An area, several lots along W. Ryan Road, drains to a low point at 11838. Flow then travels northerly within a swale. W. Ryan Road has been regarded as part of resurfacing. It has been found that to achieve a proper cross section, with roadside ditches related to driveway culverts and front lawns, there is a need to lower the low point at 11838 about one (1) foot. The result is the existing swale to the north is too high and with a flat grade that cannot drain off the lower portion roadside swale.

ANALYSIS

A design incorporating a pipe (8" PVC) is proposed to be installed parallel to the swale and deep enough to drain off the road ditch water. The existing swale to remain to receive higher volume water. In that this runoff is from public right-of-way, it is recommended that this pipe be installed by the Department of Public Works in an easement granted by the property owner to the City. The Board of Public Works at their meeting of August 14, 2012 reviewed and the pipe installation in an easement to be obtained.

OPTIONS

Accept or reject installing an 8" pipe in a storm sewer easement.

FISCAL NOTE

The cost of material to install this pipe is approximately \$2,000. The Department of Public Works will furnish necessary equipment and labor anticipated to be a couple of days to complete.

RECOMMENDATION

Motion to adopt Resolution 2012-_____, a resolution accepting storm sewer easement for placement of storm sewer within the property of 11838 W. Ryan Road.

RJR/sg

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2012-_____

RESOLUTION ACCEPTING STORM SEWER EASEMENT FOR PLACEMENT
OF STORM SEWER WITHIN THE PROPERTY OF 11838 W. RYAN ROAD

WHEREAS, it has been determined by City staff that a length of storm sewer piping is necessary to drain off a roadside ditch at 11838 W. Ryan Road; and

WHEREAS, the Board of Public Works has reviewed the matter and determined that the pipe is necessary to drain off a road side along W. Ryan Road which receives flow from a significant tributary area of land; and

WHEREAS, the Board of Public Works believed that due to the conditions, the City Department of Public Works could install the pipe if the property owner agrees to approve of an easement; and

WHEREAS, it would be in the best interests of the City to accept this easement; and

NOW, THEREFORE be it resolved by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept said easement and therefore the Mayor and City Clerk are hereby authorized and directed to execute this easement accepting it 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 by the Common Council of the City of Franklin on the _____ day of _____, 2012.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____

NOES _____

ABSENT _____

STORM DRAINAGE EASEMENT

11838 W. Ryan Road – TKN 890-9995-000

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as “City,” and John and Kathleen Sifuentes, as owners (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called “Grantor,” (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit “A” which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the “Facilities,” in, upon and across said portion of the Property: a storm drainage system consisting of an open swale (ditch) and/or storm sewers with manholes and catch basins, all as shown on the plan attached hereto as Exhibit “B.”; and

WHEREAS, the initial swale was made by the Grantor, construction and the installation of a storm sewer shall be made by City at City’s expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City’s and Grantor’s inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the SE ¼ of the SW ¼ of Section Nineteen (19), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the “Easement Area”).

1. That said Easement Area, including the ground cover and landscaping within that area, shall be maintained by the Grantor (including heirs, executors, administrators, successors, and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings, fences, or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. However, the City shall indemnify

any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure, fence, plantings or other improvements may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing, landscape planting and fence may be constructed if drainage swale is enclosed in storm sewer as approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed.
4. That in connection with the construction by the Grantor of any structure or building abutting said Easement area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements.
7. The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.

9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent

of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
 12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
 13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
 14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
 15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
 16. It is understood that at some point in the future all or a portion of the Easement Area may become portions of public streets, in which event, in the City's proceedings for the acquisition of the portion of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
 17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.
-

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this

ON THIS DATE OF: _____, 2012

John Sifuentes

Printed Name

By: _____
Name

STATE OF WISCONSIN)

SS

COUNTY OF MILWAUKEE)

Before me personally appeared on the _____ day of _____, 2012, the above named John Sifuentes to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation.

NOTARY PUBLIC

My commission expires _____

CITY OF FRANKLIN

By: _____
Thomas M Taylor, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF _____

SS

COUNTY OF _____

On this _____ day of _____, 2012, before me personally appeared Thomas M. Taylor and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority and pursuant to resolution file No. _____ adopted by its Common Council on _____, 2012.

Notary Public

My commission expires _____

SEE EXHIBIT C

(Description of the Easement Area)

**SUBJECT – STORM DRAINAGE EASEMENT
(11838 West Ryan Road)**

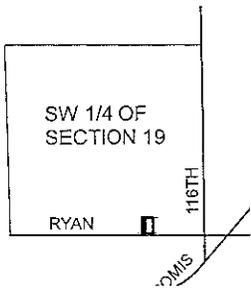
Being that part of the Southeast 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 21 East, in Milwaukee County, State of Wisconsin, bounded and described as follows:

Commencing at the southeast corner of said Section of 19, thence N 89° 31' 45" W along the south line of said 1/4 section, 873.65 feet to a point which is also described as the east 873.65 feet of the recorded warranty deed as shown in Exhibit A, thence N 0° 37' 50" W along the east 873.65 feet, 33.01 feet to a point of land to be described; thence S 89° 31' 45" E, along the north Right of Way line, 31.01 feet to a point; thence N 0° 37' 50" W, parallel to the west line of the property, 153.03 feet to a point; thence N 89° 31' 45" W, parallel to the north property line, 10.00 feet to a point; thence N 0° 37' 50" W, parallel to said west property line, 64.01 feet to a point; thence N 89° 31' 45" W, parallel to the said north property line, 10.00 feet to a point; thence S 0° 37' 50" E, parallel to the said west property line, 217.04 feet to a point, thence N 89° 31' 45" W, along the north Right of way line, 20.00 feet to a point of beginning . Said land contains 3,700.70 square feet or 0.09 acres more or less.

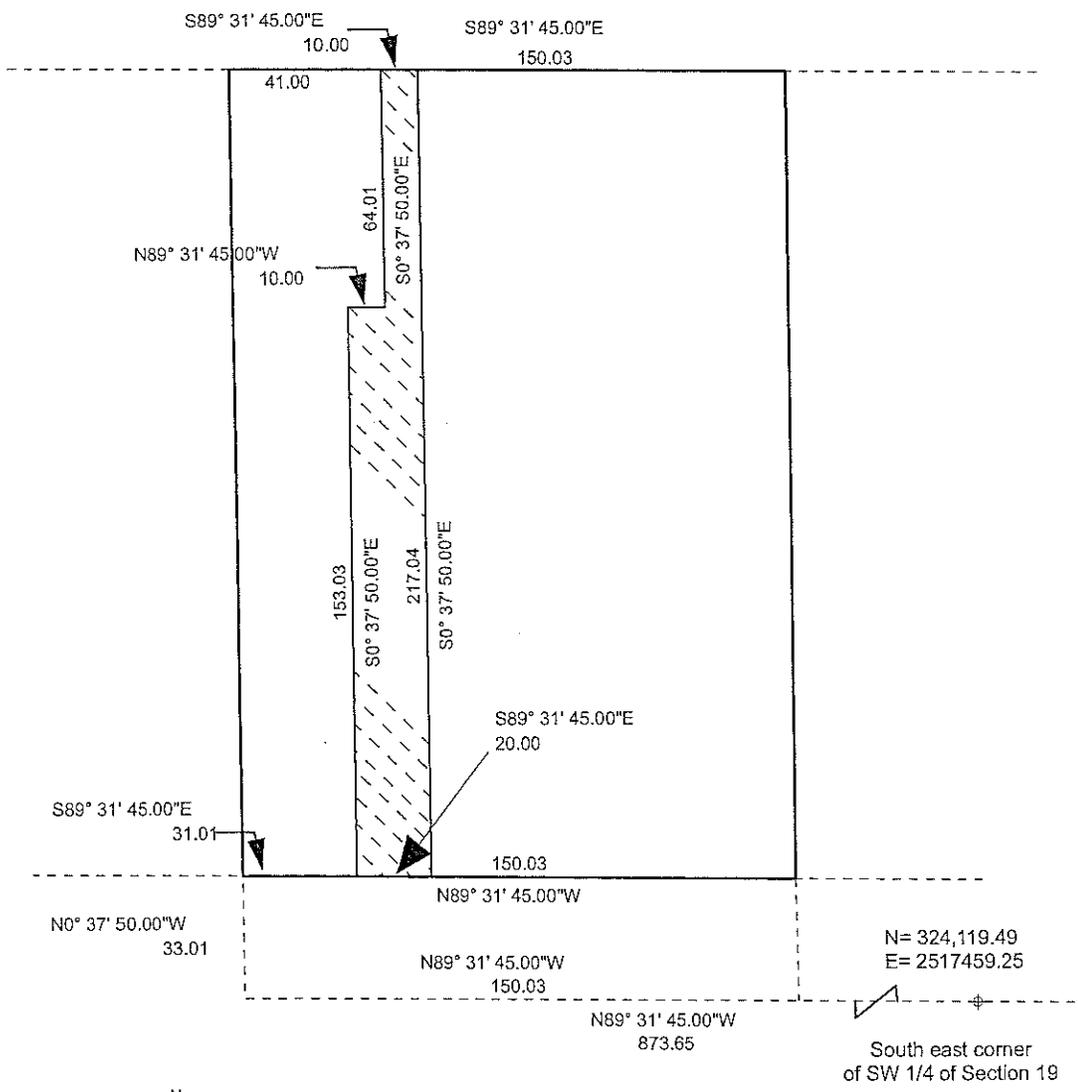
EXHIBIT B

(Depiction of the Facilities)

STORM DRAINAGE EASEMENT



VICINITY MAP



SCALE: 1" = 40'

RMA
8/8/2012

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	SUBJECT: Survey of property owners on the west side of S. 76 th Street from W. Puetz Road to W. Faith Drive relative to providing sanitary sewer and/or water service prior to the reconstruction of S. 76 th Street by Milwaukee County	9/4/12 ITEM NO. <i>G.10.</i>

BACKGROUND

At the January 10, 2012 Common Council meeting, direction was given for staff to survey the subject property owners to ascertain if they wanted the extension of sanitary sewer and/or water main. This survey was due February 24, 2012 and presented to the Common Council on March 6, 2012. At the March 6, 2012 Common Council meeting, staff was directed to set up an informational meeting to explain costs of the extension of sanitary sewer and/or water main, which was held on June 21, 2012. As a result of the informational meeting, a second survey was sent out, which was due July 30, 2012. The results of this second survey have been included. The County has delayed the reconstruction until 2014.

ANALYSIS

I believe the best way to present the results is by breaking the survey into its four parts – north to the south. From an engineering stand point, it is more critical to extend sanitary sewer as it is more likely that a septic system will fail rather than a well.

- A. West side of S. 76th Street between W. Drexel Avenue and W. Faith Drive
 Only two properties in this area do not have sanitary sewer and they are the two northerly properties – one is in favor of sanitary sewer extension and the one is opposed. Staff recommends that sanitary sewer be extended to these two properties. None of the properties in this area have water main available and only one out of five are in favor of water main extension; therefore, staff recommends against the extension of water main in this area.

- B. West side of S. 76th Street between W. Norwood Lane and a point 763 feet north of W. Norwood Lane
 The existing lot on the corner of S. 76th Street and W. Norwood Lane has both sanitary sewer and water main and would not be assessed. The next parcel to the north is a vacant lot and will require both sanitary sewer and water main to develop. The third lot to the north (one lot south of W. Drexel Avenue) has connected to sanitary sewer off of the private street, S. Kiefer Drive, but does not have water main available. Both of the property owners indicated that they were not in favor of the extension of sanitary sewer and/or water main. Staff recommends the extension of sanitary sewer to the one vacant lot and water main to both lots.

- C. West side of S. 76th Street between W. Forest Hill Avenue and W. Norwood Lane
 This section of S. 76th Street contains three parcels. Neither sanitary sewer nor water main is available to this section of S. 76th Street. Of the three property owners, two (2) indicated a desire to have both sanitary sewer and water main extended. The third property owner did not respond to the survey. Staff recommends the extension of both sanitary sewer and water main.

D. West side of S. 76th Street between W. Puetz Road and W. Lake Pointe Drive

This area is served by sanitary sewer; therefore, only the extension of water main is being considered. Two property owners are in favor of water main extension and two are against. The two northerly property owners did not respond to the survey. These two properties are part of a development proposal for a single family subdivision. The property owners were advised that if the development proceeds, they would be required to extend water main abutting these two properties on S. 76th Street. Staff recommends the extension of water main in this area.

OPTIONS

Provide direction to staff.

FISCAL NOTE

Cost of the extension of sanitary sewer and water main would be funded through special assessments and connection/impact fees.

RECOMMENDATION

Motion to direct staff to proceed with the necessary action to extend sanitary sewer and/or water main in the areas without such facility located on the west side of S. 76th Street between W. Puetz Road and W. Faith Drive in advance of the reconstruction of S. 76th Street in 2014 by Milwaukee County with the understanding that a special assessment public hearing will be necessary prior to proceeding and to inform the property owners of this decision.

JMB/sg
Encl.

Second Survey 76th Street Reconstruction FOR or AGAINST Sanitary Sewer Water Surveys (Latest)

FOR	AGAINST	PARCEL_ID	OWNER_NAME1	ADDRESS	EMAIL_STRE	EMAIL_CITY	EMAIL	EMAIL_ZIP
76th Street Sanitary Sewer & Water Main W. Drexel to W. Faith Dr.								
See	Comment	792 9990 000	Thomas C Kyser	7711 S 76TH ST	7711 S 76TH ST	FRANKLIN	WI	53132
	S/W	792 9992 000	Vincent P Gallo IV	7751 S 76TH ST	7751 S 76TH ST	FRANKLIN	WI	53132
	S/W	792 9991 000	Dennis F & Joanne L Schaefer	7735 S 76TH ST	7735 S 76TH ST	FRANKLIN	WI	53132
	W	792 9993 001	Blase & Cathleen Catanese	7771 S 76TH ST	7771 S 76TH ST	FRANKLIN	WI	53132
	W	792 9999 001	John E & Dianne M Tice	7845 S 76TH ST	7845 S 76TH ST	FRANKLIN	WI	53132
	W	792 9993 002	Blase & Cathleen Cantanese	0 S 76TH ST	7771 S 76TH ST	FRANKLIN	WI	53132
76th Street Sanitary Sewer & Water Main Norwood to a pt. 763' north								
	*S/W	803 9980 001	Jerome & June Dybul	8011 S 76TH ST	P.O. Box 313	Mukwonago	WI	53149
	*W	803 9979 000	Gregory A & Ann M Fox	7951 S 76TH ST	7951 S 76TH ST	FRANKLIN	WI	53132
76th Street Sanitary Sewer & Water Main Forest Hill to Norwood Lane								
	S/W	803 9996 000	Richard R & Maxine M Eddy	8141 S 76TH ST	8141 S 76TH ST	FRANKLIN	WI	53132
		803 9997 000	Robert & Tricia McCuen	8151 S 76TH ST	8151 S 76TH ST	FRANKLIN	WI	53132
	S/W	803 9998 000	George G & Victoria Rakowski	8161 S 76TH ST	8161 S 76TH ST	FRANKLIN	WI	53132
76th Street Water Main Puetz Road to Lake Pointe Drive								
	*W	838 9984 000	2 MIKE'S LLC	8547 S. 76TH ST	6500 INDUSTRIAL LO	GREENDALE	WI	53129
	W	838 9995 000	Elisabeth & Steven Joyal	8601 S. 76TH ST	8601 S 76TH ST	FRANKLIN	WI	53132
	W	838 9996 000	Joseph L & Ann M Banas	8635 S. 76TH ST	8635 S 76TH ST	FRANKLIN	WI	53132
	W	838 9998 000	Robert J Lask	8647 S. 76TH ST	8647 S 76TH ST	FRANKLIN	WI	53132
		838 9997 002	Teri Ann M Gudynowski	8623 S. 76TH ST	3832 S 78TH ST	MILWAUKEE	WI	53220
		838 9985 000	2 MIKE'S LLC	8567 S. 76TH ST	6500 INDUSTRIAL LO	GREENDALE	WI	53129

Excel/76th St. Recons For/Against Sewer/Wtr 2012 (latest)

S = Sanitary Sewer
W = Water Main

* Answered previously

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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;">09/04/12</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE FUTURE LAND USE MAP USE DESIGNATION FOR PROPERTY LOCATED AT THE EASTERN CORNER OF WEST LOOMIS ROAD AND WEST ST. MARTINS ROAD (STH 100), FROM MIXED USE TO COMMERCIAL USE AND TO CHANGE THE CITY OF FRANKLIN CROSSROADS TRADE AREA REGULATING PLAN TO ALLOW FOR SUCH COMMERCIAL USE (APPROXIMATELY 29.48 ACRES) (DAVID W. BEHRENS, PRINCIPAL OF GREENBERGFARROW ARCHITECTURE INC., APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6.11.</i></p>

At their meeting on August 21, 2012, the Common Council postponed an application to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at the eastern corner of West Loomis Road and West St. Martins Road (STH 100), from Mixed Use to Commercial use and to change the City of Franklin Crossroads Trade Area Regulating Plan to allow for such commercial use (approximately 29.48 acres) (David W. Behrens, Principal of GreenbergFarrow Architecture Inc., Applicant).

The Plan Commission, at their meeting on August 9, 2012, recommended approval of an ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at the eastern corner of West Loomis Road and West St. Martins Road (STH 100), from Mixed Use to Commercial use and to change the City of Franklin Crossroads Trade Area Regulating Plan to allow for such commercial use (approximately 29.48 acres).

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance No. 2012-_____, an ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at the eastern corner of West Loomis Road and West St. Martins Road (STH 100), from Mixed Use to Commercial use and to change the City of Franklin Crossroads Trade Area Regulating Plan to allow for such commercial use (approximately 29.48 acres) (David W. Behrens, Principal of GreenbergFarrow Architecture Inc., Applicant).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 6-8-12]

ORDINANCE NO. 2012-_____

AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE FUTURE LAND USE MAP USE DESIGNATION FOR PROPERTY LOCATED AT THE EASTERN CORNER OF WEST LOOMIS ROAD AND WEST ST. MARTINS ROAD (STH 100), FROM MIXED USE TO COMMERCIAL USE AND TO CHANGE THE CITY OF FRANKLIN CROSSROADS TRADE AREA REGULATING PLAN TO ALLOW FOR SUCH COMMERCIAL USE
(APPROXIMATELY 29.48 ACRES)
(DAVID W. BEHRENS, PRINCIPAL OF GREENBERGFARROW ARCHITECTURE INC., APPLICANT)

WHEREAS, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Franklin is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

WHEREAS, David W. Behrens, Principal of GreenbergFarrow Architecture Inc. has applied for an amendment to the Comprehensive Master Plan to change the proposed use of certain property from Mixed Use to Commercial Use and to change the City of Franklin Crossroads Trade Area Regulating Plan to allow for such Commercial Use; and

WHEREAS, the Plan Commission of the City of Franklin by a majority vote of the entire Commission on July 5, 2012, recorded in its official minutes, has adopted a resolution recommending to the Common Council the adoption of the Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at the eastern corner of West Loomis Road and West St. Martins Road (STH 100), from Mixed Use to Commercial Use and to change the City of Franklin Crossroads Trade Area Regulating Plan to allow for such Commercial Use; and

WHEREAS, the City of Franklin held a public hearing upon this proposed Ordinance, in compliance with the requirements of Wis. Stat. § 66.1001(4)(d); the Common Council having received input from the public at a duly noticed public hearing on July 10, 2012; and

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

SECTION 1: The City of Franklin 2025 Comprehensive Master Plan is hereby amended to change the Future Land Use Map use designation for the property located at approximately the eastern corner of West Loomis Road and West St. Martins Road (STH 100), from Mixed Use to Commercial Use and to change the City of Franklin Crossroads Trade Area Regulating Plan to allow for such Commercial Use. Such

property is more particularly described within Ordinance No. 2012-____ of even-date herewith.

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><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;">09/04/12</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">STANDARDS, FINDINGS AND DECISION OF THE CITY OF FRANKLIN COMMON COUNCIL UPON THE APPLICATION OF DAVID W. BEHRENS, PRINCIPLE OF GREENBERGFARROW ARCHITECTURE, INC., FOR A SPECIAL EXCEPTION TO CERTAIN NATURAL RESOURCE PROVISIONS OF THE CITY OF FRANKLIN UNIFIED DEVELOPMENT ORDINANCE</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.12.</i></p>

At their meeting on August 21, 2012, the Common Council postponed an application for a Special Exception to certain natural resource provisions of the Unified Development Ordinance.

The Environmental Commission, at their meeting on June 20, 2012, recommended approval of a Special Exception to certain natural resource provisions of the Unified Development Ordinance, with conditions. The Environmental Commission's Special Exception Application Review and Recommendation findings form is attached.

The Plan Commission, at their meeting on July 19, 2012, also recommended approval of a Special Exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance, with conditions, and accepted the findings from the Environmental Commission that are presented in the attached document titled "Standards, Findings, and Decision of the City of Franklin Common Council upon the application of United Financial Group, Inc., for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance". The subject property is generally located at the eastern corner of West Loomis Road and West St. Martins Road (STH 100).

COUNCIL ACTION REQUESTED

Adopt the standards, findings and decision of the City of Franklin Common Council upon the application of David W. Behrens, Principle of GreenbergFarrow Architecture, Inc., for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance. (Approximately the eastern corner of West Loomis Road and West St. Martins Road [STH 100]).

Draft 6/13/12

Standards, Findings and Decision
of the City of Franklin Common Council upon the
Application of David W. Behrens, Principal of GreenbergFarrow Architecture Inc. for
a Special Exception to Certain Natural Resource Provisions
of the City of Franklin Unified Development Ordinance

Whereas, David W. Behrens, Principal of GreenbergFarrow Architecture Inc., having filed an application dated May 25, 2012, for a Special Exception pursuant to Section 15-9.0110 of the City of Franklin Unified Development Ordinance pertaining to the granting of Special Exceptions to Stream, Shore Buffer, Navigable Water-related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature; a copy of said application being annexed hereto and incorporated herein as Exhibit A; and

Whereas, the application having been reviewed by the City of Franklin Environmental Commission and the Commission having made its recommendation upon the application, a copy of said recommendation dated _____, 2012 being annexed hereto and incorporated herein as Exhibit B; and

Whereas, following a public hearing before the City of Franklin Plan Commission, the Plan Commission having reviewed the application and having made its recommendation thereon as set forth upon the report of the City of Franklin Planning Department, a copy of said report dated _____, 2012 being annexed hereto and incorporated herein as Exhibit C; and

Whereas, the property which is the subject of the application for a Special Exception is located at the eastern corner of West Loomis Road and West St. Martins Road (STH 100), zoned B-3 Community Business District, Planned Development District No. 31 (Foresthill Highlands/United Financial Group, Inc.) and FW Floodway District, and such property is more particularly described upon Exhibit D annexed hereto and incorporated herein; and

Whereas, Section 15-10.0208B. of the City of Franklin Unified Development Ordinance, as amended by Ordinance No. 2003-1747, pertaining to the granting of Special Exceptions to Stream, Shore Buffer, Navigable Water-related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature, provides in part: "The decision of the Common Council upon any decision under this Section shall be in writing, state the grounds of such determination, be filed in the office of the City Planning Manager and be mailed to the applicant."

Now, Therefore, the Common Council makes the following findings pursuant to Section 15-10.0208B.2.a., b. and c. of the Unified Development Ordinance upon the application for a Special Exception dated May 25, 2012 by David W. Behrens, Principal of GreenbergFarrow Architecture Inc., pursuant to the City of Franklin Unified Development Ordinance, the proceedings heretofore had and the recitals and matters incorporated as set forth above, recognizing the applicant as having the burden of proof to present evidence sufficient to support the following findings and that such findings be made by not less than four members of the Common Council in order to grant such Special Exception.

1. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature): *but rather*, _____.
2. That compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:
 - a. be unreasonably burdensome to the applicant and that there are no reasonable practicable alternatives: _____; *or*
 - b. unreasonably and negatively impact upon the applicant's use of the property and that there are no reasonable practicable alternatives: _____.
3. The Special Exception, including any conditions imposed under this Section will:
 - a. be consistent with the existing character of the neighborhood: *the proposed development with the grant of a Special Exception as requested will be consistent with the existing character of the neighborhood; and*
 - b. not effectively undermine the ability to apply or enforce the requirement with respect to other properties: _____; *and*
 - c. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement: _____; *and*
 - d. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development: *(this finding only applying to an application to improve or enhance a natural resource feature).*

The Common Council considered the following factors in making its determinations pursuant to Section 15-10.0208B.2.d. of the Unified Development Ordinance.

1. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks: _____.
2. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district: _____.
3. Existing and future uses of property; useful life of improvements at issue; disability of an occupant: _____.
4. Aesthetics: _____.
5. Degree of noncompliance with the requirement allowed by the Special Exception: _____.
6. Proximity to and character of surrounding property: _____.
7. Zoning of the area in which property is located and neighboring area: *Residential*.
8. Any negative affect upon adjoining property: *No negative affect upon adjoining property is perceived.*
9. Natural features of the property: _____.
10. Environmental impacts: _____.
11. A recommendation from the Environmental Commission as well as a review and recommendation prepared by an Environmental Commission-selected person knowledgeable in natural systems: *The Environmental Commission recommendation and its reference to the report of _____ is incorporated herein.*
12. The practicable alternatives analysis required by Section 15-9.0110C.4. of the Unified Development Ordinance and the overall impact of the entire proposed use or structure, performance standards and analysis with regard to the impacts of the proposal, proposed design solutions for any concerns under the Ordinance, executory actions which would maintain the general intent of the Ordinance in question, and other factors relating to the purpose and intent of the Ordinance section imposing the requirement: *The Plan Commission recommendation and the Environmental Commission recommendation address these factors and are incorporated herein.*

Decision

Upon the above findings and all of the files and proceedings heretofore had upon the subject application, the Common Council hereby grants a Special Exception for such relief as is described within Exhibit C, upon the conditions: 1) that the natural resource features upon the property to be developed be protected by a perpetual conservation easement to be approved by the Common Council prior to any development within the areas for which the Special Exception is granted; 2) that the applicant obtain all other necessary approval(s) from all other applicable governmental agencies prior to any development within the areas for which the Special Exception is granted; 3) that all development within the areas for which the Special Exception is granted shall proceed pursuant to and be governed by the approved Natural Resource Protection Plan and all other applicable plans for David W. Behrens, Principal of GreenbergFarrow Architecture Inc. and all other applicable provisions of the Unified Development Ordinance. The duration of this grant of Special Exception is permanent.

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 Environmental Commission

TO: Common Council
DATE: Wednesday, June 27, 2012
RE: Special Exception application review and recommendation
APPLICATION: David W. Behrens, Principal of GreenbergFarrow Architecture
Inc., Applicant, dated: May 25, 2012

**I. §15-9.0110 of the Unified Development Ordinance Special Exception to
Natural Resource Feature Provisions Application information:**

1. Unified Development Ordinance Section(s) from which Special Exception is requested: Section 15-4.0102
2. Nature of the Special Exception requested (description of resources, encroachment, distances and dimensions):

For the purpose of allowing for the filling of 1 shore buffer with 0.139 total affected acreage, 1 floodplain with 0.100 total affected acreage, 5 wetland buffers with 2.546 total affected acreage, 5 wetland setbacks with 2.222 total affected acreage, and 5 wetlands with 0.940 total affected acreage, to allow for the grading and construction of a 191,352 square foot grocery and department store and garden center development at the eastern corner of West Loomis Road and West St. Martins Road (STH 100).

3. Applicant's reason for request:

The proposed Meijer project is a redevelopment of the area designated for commercial development within the City-adopted Crossroads Trade Area Plan dated November 2004.

4. Applicant's reason why request is appropriate for Special Exception:

The applicant has stated that the area of impact is less than that proposed in the described Crossroads Trade Area Plan, but full avoidance could not be achieved while maintaining life safety, operational and City required standards.

II. Environmental Commission review of the §15-9.0110C.4.f. Natural Resource Feature impacts to functional values:

1. Diversity of flora including State and/or Federal designated threatened and/or endangered species: No significant impact on the total amount of existing flora located on the property.
2. Storm and flood water storage: A floodplain compensatory storage area will be added to address the removal of floodplain.
3. Hydrologic functions: The applicant is proposing to fill wetlands of various sizes, all of which contain hydrology on a year-round and/or seasonal basis. In addition, the applicant is also proposing to fill/develop a portion of the Legend Creek shore buffer.
4. Water quality protection including filtration and storage of sediments, nutrients or toxic substances: Water quality protection is addressed in the stormwater management plan. The applicant also intends to treat stormwater using best management practices. This includes the use of rain gardens and bioswales.
5. Shoreline protection against erosion: The applicant will implement erosion sediment control to protect Legend Creek, a waterway that is located east of the project.
6. Habitat for aquatic organisms: No stated impact.
7. Habitat for wildlife: No stated impact.
8. Human use functional value: No impact.
9. Groundwater recharge/discharge protection: No stated impact.
10. Aesthetic appeal, recreation, education, and science value: The property is privately owned. A portion of the natural resources viewable from West Loomis Road and West Puetz Road will be filled/developed.
11. State or Federal designated threatened or endangered species or species of special concern: No stated impact.
12. Existence within a Shoreland: 0.256 acres of the 75-foot wide shore buffer will be impacted.
13. Existence within a Primary or Secondary Environmental Corridor or within an Isolated Natural Area, as those areas are defined and currently

mapped by the Southeastern Wisconsin Regional Planning Commission from time to time: The limits of disturbance are located near, but not within, a Secondary Environmental Corridor.

III. Environmental Commission review of the §15-10.0208B.2.d. factors and recommendations as to findings thereon:

1. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature): The City's Crossroads Trade Area Plan identifies encroachment into the natural resource features on the subject property.
2. That compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:
 - a. be unreasonably burdensome to the applicants and that there are no reasonable practicable alternatives: ; *or*
 - b. unreasonably and negatively impact upon the applicants' use of the property and that there are no reasonable practicable alternatives: Applicant has adjusted the site plan since the first submittal to lessen impacts on the protected natural resources.
3. The Special Exception, including any conditions imposed under this Section will:
 - a. be consistent with the existing character of the neighborhood: The Special Exception will not adversely affect the existing character of the neighborhood: *and*
 - b. not effectively undermine the ability to apply or enforce the requirement with respect to other properties: The Special Exception will not undermine the neighboring properties. ; *and*
 - c. be in harmony with the general purpose and intent of the provisions of this Ordinance prescribing the requirement: The applicant must clarify mitigation plans at the Plan Commission meeting ; *and*
 - d. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development (*this finding only applying to an application to improve or enhance a natural resource feature*): The applicant is proposing to remove buckthorn along the banks of Legend Creek.

IV. Environmental Commission review of the §15-10.0208B.2.a., b. and c. factors and recommendations as to findings thereon:

1. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks: The project will meet all B-3 Community Business District setbacks from property lines.
2. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district: None.
3. Existing and future uses of property; useful life of improvements at issue; disability of an occupant: The subject property is mostly vacant.
4. Aesthetics: The site currently contains wetlands, wetland buffers, wetland setbacks, floodplain shore buffer areas and a Secondary Environmental Corridor.
5. Degree of noncompliance with the requirement allowed by the Special Exception: The degree of noncompliance varies. The property contains 7.10 acres of wetlands, 4.417 acres of wetland buffers, 2.87 acres of wetland setbacks, 0.17-acres of floodplain, 0.36 acres of navigable stream (Legend Creek) and 0.256-acres of shore buffer. The applicant is proposing to fill/develop 0.940 acres of wetland (13.2%), 2.546 acres of wetland buffer (57.6%), 2.222 acres of wetland setback (77.4%), 0.100 acres of floodplain (58.8%); and 0.139 acre of shore buffer (54.3%).
6. Proximity to and character of surrounding property: Foresthill Highlands PDD to the east; single-family residences to the south; Walgreens and professional office to the west; and a Citgo Fueling Station, single-family residence and office complex to the north.
7. Zoning of the area in which property is located and neighboring area: B-3 Community Business District, PDD No. 31 and FW Floodway District.
8. Any negative affect upon adjoining property: The project will not negatively affect the adjoining property.
9. Natural features of the property: The property contains 7.10 acres of wetlands, 4.417 acres of wetland buffers, 2.87 acres of wetland setbacks, 0.17-acres of floodplain, 0.36 acres of navigable stream (Legend Creek) and 0.256-acres of shore buffer.
10. Environmental impacts: The applicant is proposing to fill/develop 0.940 acres of wetland, 2.546 acres of wetland buffer, 2.222 acres of wetland setback, 0.100 acres of floodplain; and 0.139 acre of shore buffer.

V. Environmental Commission Recommendation:

The Environmental Commission has reviewed the subject Application pursuant to §15-10.0208B. of the Unified Development Ordinance and makes the following recommendation:

1. The recommendations set forth in Sections III. and IV. Above are incorporated herein.
2. The Environmental Commission recommends approval of the Application upon the aforesaid recommendations for the reasons set forth therein.
3. The Environmental Commissions recommends that should the Common Council approve the Application, that such approval be subject to the following conditions:
 - a. contingent on the applicant obtaining the proper permits from the State of Wisconsin Department of Natural Resources and the Army Corp of Engineers, approval of a Conservation Easement Agreement with the City of Franklin, and referred the evaluation for mitigation to the Plan Commission for review and approval.
 - b.
 - c.

The above review and recommendation was passed and adopted at a regular meeting of the Environmental Commission of the City of Franklin on the 20 day of June, 2012.

Dated this 20 day of June, 2012.



Daniel Andres, Chairman

Attest:

Wesley D. Cannon
Wesley D. Cannon, Vice-Chairman

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/04/12
REPORTS & RECOMMENDATIONS	ORDINANCE TO CREATE SECTION 15-3.0441 OF THE FRANKLIN UNIFIED DEVELOPMENT ORDINANCE ESTABLISHING PLANNED DEVELOPMENT DISTRICT NO. 36 (MEIJER GROCERY AND DEPARTMENT STORE DEVELOPMENT) AND TO REZONE PROPERTY FROM B-3 COMMUNITY BUSINESS DISTRICT, PLANNED DEVELOPMENT DISTRICT NO. 31 (FORESTHILL HIGHLANDS/UNITED FINANCIAL GROUP, INC.) AND FW FLOODWAY DISTRICT TO PLANNED DEVELOPMENT DISTRICT NO. 36 AND FW FLOODWAY DISTRICT (AT THE EASTERN CORNER OF WEST LOOMIS ROAD AND WEST ST. MARTINS ROAD (STH 100))	ITEM NUMBER <i>6.13.</i>

At their meeting on August 21, 2012, the Common Council postponed an application to create Section 15-3.0441 of the Franklin Unified Development Ordinance establishing Planned Development District No. 36 (Meijer grocery and department store development) and to rezone property from B-3 Community Business District, Planned Development District No. 31 (Foresthill Highlands/United Financial Group, Inc.) and FW Floodway District to Planned Development District No. 36 and FW Floodway District (at the eastern corner of West Loomis Road and West St. Martins Road (STH 100)).

Since the August 21, 2012 Common Council meeting, Department of City Development staff has received one additional correspondence, between a resident and Alderman Steve Olson (attached).

The Plan Commission, at their meeting on August 9, 2012, recommended approval of an ordinance to create Section 15-3.0441 of the Franklin Unified Development Ordinance establishing Planned Development District No. 36 (Meijer grocery and department store development), subject to the condition that the City is able to get the bypass lanes on West Puetz.

The attached PDD No. 36 Ordinance contains revisions to several conditions based on further discussions with the applicant and additional information received by staff. Below are revisions to the original conditions forwarded by the Plan Commission as recommended by Department of City Development staff. Other minor technical corrections were made to conditions by the City Attorney.

- Condition No. 2 has been revised to require a sidewalk along the south side of West Puetz Road. The applicant has submitted a revised Site Plan with a sidewalk along the north side of West Puetz Road, but has eliminated the sidewalk on the south side. Staff continues to recommend that a sidewalk be provided on both sides of West Puetz Road.
- The condition stating, "A fence shall be installed at all locations where retaining walls are greater than three feet in height, prior to certificate of occupancy for the Meijer grocery and department store" has been deleted. The applicant has indicated that they will provide fencing.
- The condition stating, "A Market Analysis, as required by the Unified Development Ordinance, shall be prepared and submitted to planning staff prior to consideration of this matter by the Common Council" has been deleted. The applicant has provided a market analysis, which is included in the Common Council materials for this item.
- The condition stating, "The Landscape Plan shall be revised to provide additional information necessary to confirm the amount of existing vegetation eligible for credit, to meet the current Unified Development Ordinance quantity standards, and to ensure that the additional plantings are focused within the required bufferyards, prior to issuance of a building permit" has been removed. The applicant has submitted a memorandum dated August 16, 2012 (attached), providing further information regarding the credit for existing trees.
- Condition No. 6 originally read "The applicant shall provide mitigation at a minimum ratio of 1.5:1 for the wetland buffers and wetland setbacks prior to issuance of a building permit. In addition, the applicant shall submit a tree preservation plan, in accordance with Section 15-8.0204 of the UDO, prior to issuance of a building permit." After further discussions with the applicant, staff is recommending the condition be revised as follows:

"The applicant shall provide, for review and approval by Department of City Development staff, mitigation and enhancements to natural resource features onsite or off-site within the City of Franklin limits for the wetland, wetland buffers and wetland setbacks prior to issuance of a building permit. In addition, the applicant shall submit a tree preservation plan, in accordance with Section 15-8.0204 of the UDO, prior to issuance of a building permit."

- Condition No. 7 originally read, "The floodplain delineation shall be corrected to comply with the current FEMA mapping, with the floodplain changes reviewed and approved by SEWRPC, and the NRSE and mitigation plan revised accordingly, prior to issuance of a building permit." Based upon additional information provided by the DNR dated June 19, 2012, SEWRPC dated August 2, 2012, and the applicant dated August 17, 2012 (see attached documents), staff has revised the condition as follows:

“The applicant shall provide as-built topographic information for the cut and fill areas for City review and approval. Cross-sections shall be surveyed along each of the excavated and filled areas prior to and after excavating or filling, and calculations shall be provided verifying the total volume of fill placed below the one-percent-probability flood elevation and the total volume of excavation below the one-percent-probability flood elevation. Pursuant to the Unified Development Ordinance Section 15-9.0207, the applicant shall then submit a Letter of Map Revision based on fill (LOMR-F) for the Federal Emergency Management Agency’s review and approval prior to issuance of a building permit.”

- Condition No. 8 originally read “The applicant shall provide shore buffer mitigation at a ratio of 1.5:1, prior to issuance of a building permit.” After further discussions with the applicant, staff is recommending the condition be revised as follows:

“The applicant shall provide, for review and approval by Department of City Development staff, shore buffer mitigation onsite or off-site within the City of Franklin limits, prior to issuance of a building permit.”

- The condition stating, “The applicant shall clearly describe each mitigation method and demonstrate how each mitigation method meets the requirements set forth in the UDO, prior to consideration of this matter by the Common Council” has been deleted. Mitigation methods will be reviewed by Department of City Development staff per conditions 8 and 10.
- Staff has added Condition No. 11 in the attached ordinance stating, “Per Section 15-9.0207B.3. of the Unified Development Ordinance relating to changes to shoreland wetlands, this amendment shall not take effect until more than thirty (30) days have elapsed since written notice of the Common Council's approval of this amendment was mailed to the Department of Natural Resources. During that 30-day period, the Department of Natural Resources may notify the Common Council that it will adopt a superseding shoreland ordinance for the City, pursuant to Section 62.231 of the Wisconsin Statutes. If the Department does so notify the Common Council, the effect of this amendment shall be stayed until the Section 62.231 adoption procedure is completed or otherwise terminated.”

As previously stated by staff, pursuant to past practice and as set forth in the applicable ordinances and resolutions associated with the Meijer project, should the Common Council approve the Meijer project as set forth herein, minor changes to this project will not be brought back to the Plan Commission and/or Common Council for their review and consideration.

However, it is important to note that substantive changes to the Meijer project, including but not limited to Site Plan and Certified Survey Map changes, are possible, most likely in response to final decisions/approvals by the Wisconsin Department of Transportation and the Wisconsin Department of Natural Resources, and to a lesser extent in response to the findings of the final stormwater management, landscaping, lighting, etc. plans. Examples of such potential substantive changes include:

- Relocation and redesign of the ingress/egress to the subject property from Hwy 100 and from Puetz Road (due to final decisions/approvals from the Wisconsin Department of Transportation);
- Relocation and redesign of the project's impervious surfaces and/or filling and grading (due to final decisions/approvals from the Wisconsin Department of Natural Resources and the Army Corps of Engineers);
- Relocation and redesign of the project's stormwater management facilities and associated landscaping (due to the findings of the required final stormwater management plan).

Therefore, absent any further action or direction by the Common Council, should such changes be determined by the City Engineer or the Planning Manager to be substantial departures from the plans as approved by the City, they will be brought back to the Plan Commission and Common Council for their review and consideration.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance No. 2012-_____, an ordinance to create Section 15-3.0441 of the Franklin Unified Development Ordinance establishing Planned Development District No. 36 (Meijer grocery and department store development) and to rezone property from B-3 Community Business District, Planned Development District No. 31 (Foresthill Highlands/United Financial Group, Inc.) and FW Floodway District to Planned Development District No. 36 and FW Floodway District, subject to the condition that the City is able to get the bypass lanes on West Puetz Road (at the eastern corner of West Loomis Road and West St. Martins Road (STH 100)).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 8-31-12]

ORDINANCE NO. 2012-____

AN ORDINANCE TO CREATE SECTION 15-3.0441 OF THE FRANKLIN
UNIFIED DEVELOPMENT ORDINANCE ESTABLISHING PLANNED
DEVELOPMENT DISTRICT NO. 36 (MEIJER GROCERY AND DEPARTMENT STORE
DEVELOPMENT) AND TO REZONE PROPERTY FROM B-3 COMMUNITY BUSINESS
DISTRICT, PLANNED DEVELOPMENT DISTRICT NO. 31 (FORESTHILL
HIGHLANDS/UNITED FINANCIAL GROUP, INC.) AND FW FLOODWAY DISTRICT TO
PLANNED DEVELOPMENT DISTRICT NO. 36 AND FW FLOODWAY DISTRICT
(AT THE EASTERN CORNER OF WEST LOOMIS ROAD AND
WEST ST. MARTINS ROAD (STH 100))

WHEREAS, a petition for zoning change having been filed to change the zoning on a tract of land comprised of eight properties from B-3 Community Business District, Planned Development District No. 31 (Foresthill Highlands/United Financial Group, Inc.) and FW Floodway District to a Planned Development District and FW Floodway District, which tract of land is located at the eastern corner of West Loomis Road and West St. Martins Road (STH 100), bearing tax key nos. 840-9969-000, 840-9997-003, 840-9997-002, 840-9994-000, 840-9998-000, 840-9997-001, 840-9993-000 and 840-9999-001, and is more particularly described below; and

WHEREAS, the Plan Commission having determined that the proposed Planned Development District No. 36 (Meijer Grocery and Department Store Development) shall be in conformance with the City of Franklin Comprehensive Master Plan upon hearing and approval of a proposed Comprehensive Master Plan amendment filed by applicant in conjunction with its petition for zoning change and contains more than 3 acres; and

WHEREAS, a Public Hearing was held before the Plan Commission on the 5th day of July, 2012, and the Plan Commission having reviewed the Planned Development District No. 36 petition and having found that the proposed Planned Development District conforms to the standards for adoption of a Planned Development District, and having recommended to the Common Council that the creation of Planned Development District No. 36 be approved; and

WHEREAS, the Common Council having reviewed the petition and recommendation following the Public Hearing and having determined that the adoption of an ordinance to create Planned Development District No. 36 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:

§15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the property described below be changed from B-3 Community Business District, Planned Development District No. 31 (Foresthill Highlands/United Financial Group, Inc.) and FW Floodway District to Planned Development District No. 36 (Meijer Grocery and Department Store Development) as is created under SECTION 2 of this Ordinance and FW Floodway District:

LEGAL DESCRIPTION: PARCEL 1 (VACANT): THAT PART OF THE SOUTHEAST 1/4 OF SECTION 17, IN 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 SAID 1/4 SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 954.26 FEET TO A POINT, SAID POINT LYING ON THE CENTERLINE OF STH 100 (ST. MARTINS ROAD); THENCE NORTH 36°37' WEST ALONG THE CENTERLINE OF SAID STH 100, 668.50 FEET; THENCE NORTH 54°57' EAST 60.00 FEET; THENCE NORTH 36°37' WEST 160.58 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF WEST LOOMIS ROAD (SAID POINT BEING 100 FEET SOUTHERLY OF THE CENTERLINE OF WEST LOOMIS ROAD); THENCE NORTH 54°58'55" EAST ALONG SAID RIGHT OF WAY LINE 10.00 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE CONVEYED; THENCE CONTINUING NORTH 55°58'55" EAST ALONG SAID RIGHT OF WAY LINE 120.01 FEET; THENCE SOUTH 12°15'45" WEST 159.24 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF STH 100 AND 70.00 FEET EASTERLY OF THE CENTERLINE OF SAID STH 100; THENCE NORTH 36°37' WEST ALONG SAID RIGHT OF WAY LINE OF STH 100, 108.08 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (9821 W. LOOMIS ROAD): THAT PART OF THE SOUTHEAST 1/4 OF SECTION 17, IN 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 SAID 1/4 SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 954.26 FEET TO THE CENTERLINE OF THE ST. MARTINS ROAD (HIGHWAY 100); THENCE NORTH 36°37' WEST ALONG THE CENTER LINE OF SAID ROAD, 668.50 FEET TO A POINT; THENCE NORTH 54°57' EAST 60 FEET TO THE POINT OF BEGINNING OF THE LAND ABOUT TO BE DESCRIBED; THENCE NORTH 54°57' EAST 248.94 FEET TO A POINT; THENCE NORTH 36°37' WEST 199.5 FEET TO A POINT

IN THE WEST LOOMIS ROAD (60 FEET FROM THE CENTERLINE); THENCE SOUTH 54°57' WEST ALONG THE SOUTH LINE OF WEST LOOMIS ROAD, 75.6 FEET TO A POINT; THENCE SOUTH 12°15'45" WEST 229.94 FEET TO A POINT IN THE EASTERLY LINE OF ST. MARTINS ROAD; THENCE SOUTH 36°37' EAST ALONG SAID ROAD 43.52 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART TAKEN BY AWARD OF DAMAGES RECORDED ON NOVEMBER 14, 1967 IN REEL 390, IMAGE 2066, AS DOCUMENT NO. 4357556.

PARCEL 3 (9824 W. ST. MARTINS ROAD): THAT PART OF THE SOUTHEAST 1/4 OF SECTION 17, IN TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID 1/4 SECTION; RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 954.26 FEET TO THE CENTERLINE OF THE ST. MARTINS ROAD; THENCE NORTH 36°37' WEST ALONG THE CENTER LINE OF SAID ROAD 527.50 FEET TO THE PLACE OF BEGINNING OF THE LAND ABOUT TO BE DESCRIBED; CONTINUING THENCE NORTH 36°37' WEST ALONG THE CENTER LINE OF THE ST. MARTINS ROAD 141 FEET TO A POINT; THENCE NORTH 54°57' EAST 308.94 FEET TO A POINT; THENCE SOUTH 36°37' EAST 141 FEET; THENCE SOUTH 54°57' WEST 308.94 FEET TO THE PLACE OF BEGINNING.

PARCEL 4 (9745 W. LOOMIS ROAD): THAT PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 17; THENCE NORTH 89°57'44" EAST 1321.62 FEET; THENCE NORTH 01°20'04" EAST 475.107 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 80°01'08" WEST 311.842 FEET TO A POINT; THENCE NORTH 36°39'00" WEST 524.937 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STH 36; THENCE NORTH 54°57'00" EAST ALONG SAID RIGHT OF WAY LINE 251.367 FEET TO A POINT OF CURVE; THENCE ALONG THIS CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 2391.831 FEET WITH A LONG CHORD BEARING NORTH 54°24'06.9" EAST 45.759 FEET, 45.760 FEET; THENCE SOUTH 35°03'00" EAST 657.30 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART DESCRIBED IN WARRANTY DEED NO. 2905120 AND AGAIN IN QUIT CLAIM DEED NO. 3200027.

PARCEL 5 (9760 W. ST. MARTINS ROAD): THAT PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 17; THENCE NORTH 89°57'44" EAST 954.002 FEET; THENCE NORTH 36°39'00" WEST ALONG THE CENTERLINE OF STH 100, 205.500 FEET; THENCE NORTH 89°57'44" EAST 87.207 FEET TO THE EASTERLY LINE OF STH 100, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 36°39'00" WEST 372.845 FEET TO A POINT IN THE SOUTHERLY LINE OF PROPERTY DESCRIBED IN WARRANTY DEED RECORDED AS DOCUMENT NO. 4954582; THENCE NORTH 54°57'00" EAST 238.913 FEET TO A POINT; THENCE SOUTH 36°39'00" EAST 224.476 FEET TO A POINT; THENCE NORTH 80°01'08" EAST 311.842 FEET; THENCE SOUTH 01°20'04" WEST 310.107 FEET TO A POINT; THENCE SOUTH 9°57'44" WEST 406.921 FEET TO THE POINT OF BEGINNING.

PARCEL 6 (9710 W. ST. MARTIN ROAD): THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, IN TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, COMMENCING AT A POINT ON THE SOUTH LINE OF SAID 1/4 SECTION 954 FEET EAST OF THE SOUTHWEST CORNER OF SAID 1/4 SECTION, SAID POINT BEING THE CENTER LINE OF STH 100; THENCE NORTH 37°04' WEST ALONG THE CENTER LINE OF STH 100, 205.28 FEET TO A POINT; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION 493.78 FEET TO A POINT IN THE 1/8 SECTION LINE; THENCE SOUTH ALONG THE 1/8 SECTION LINE 165 FEET IN THE SOUTH LINE OF SAID 1/4 SECTION; AND THENCE WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 367.50 FEET TO THE PLACE OF BEGINNING.

PARCEL 7 (9661 W. LOOMIS ROAD): THAT PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 17; THENCE NORTH 89°57'44" EAST 1321.62 FEET; THENCE NORTH 01°20'04" EAST 475.107 FEET TO THE POINT OF BEGINNING; THENCE NORTH 35°03'00" WEST 657.30 FEET TO A POINT OF CURVE ON THE SOUTHERLY RIGHT OF WAY LINE OF STH 36; THENCE ALONG THIS CURVE BEING THE SOUTHERLY RIGHT OF WAY LINE, CONCAVE TO THE

NORTHWEST, SAID CURVE HAVING A RADIUS OF 2391.831 FEET WITH A LONG CHORD BEARING NORTH 47°20'57.4 FEET EAST 541.904 FEET, 543.070 FEET; THENCE SOUTH 01°20'04" WEST 905.50 FEET TO THE POINT OF BEGINNING.

PARCEL 8 (9530 W. PUETZ ROAD): LOT ONE (1), CERTIFIED SURVEY MAP NO. 7785 RECORDED JULY 12, 2006 IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN, AS DOCUMENT NUMBER 9267685; BEING ALL THAT PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

SECTION 2: §15-3.0441 of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby created to read as follows:

Section 15-3.0441 PLANNED DEVELOPMENT DISTRICT NO. 36 (MEIJER GROCERY AND DEPARTMENT STORE DEVELOPMENT)

A. Definitions.

1. Lot 1: The area of this property subject to this ordinance located at the eastern corner of West Loomis Road and West St. Martins Road (STH 100).

B. Exhibits. This Planned Development District shall be constructed, operated and maintained in conformance with the following listed Exhibits, all containing matters approved hereunder or by the separate approval of the Common Council as set forth below, and all applicable terms and provisions of the Municipal Code and the Unified Development Ordinance not enumerated herein and not contrary to the terms or provisions of this ordinance, including, but not limited to such permits as are required under Division 15-8.0200 Construction, Division 15-8.0300 Construction Site Erosion Control and Division 15-8.0600, as well as the Development Agreement required as a condition of approval of Exhibit A, below. The plans contained in the following listed Exhibits may be adjusted in minor detail and so noted prior to construction upon the written approval of the City Engineer or City Planning Manager in order to comply with all of the conditions of this Ordinance.

1. **Exhibit A:** Certified Survey Map No. [insert no. upon recording]_____, approved by Resolution No. _____ [insert upon approval]
2. **Exhibit B:** Site Plan, approved under this ordinance
3. **Exhibit C:** Landscape Plan, approved under this ordinance
4. **Exhibit D:** Lighting Plan, approved under this ordinance

5. **Exhibit E:** Grading Plan, approved under this ordinance
 6. **Exhibit F:** Utility Plan, approved under this ordinance
 7. **Exhibit G:** Storm Water Management Plan, approved under this ordinance
 8. **Exhibit H:** Natural Resource Protection Plan, approved under this ordinance
 9. **Exhibit I:** Building Elevations (Meijer store), approved under this ordinance (which shall be subject to reasonable modifications by applicant to be reviewed and approved by Department of City Development Staff, approval of which shall no be unreasonably withheld)
 10. **Exhibit J:** Sign Plan, subject to compliance with the City of Franklin Municipal Code, as amended, review and approval by the Architectural Review Board and issuance of a Sign Permit through the Inspection Department
 11. **Exhibit K:** Easement Documents (Conservation Easement, Water Main Easement, Retention Pond Easement, Sanitary Sewer Easement, Bufferyard Easement, and those other easements and permits as required by the separate conditional approval of Exhibit A by the Common Council, to be annexed hereto upon their respective approvals)
- C. **District Intent.** It is the intent of the Planned Development District No. 36 to assist in enhancing the development of the Southeast corner of West Loomis Road and West St. Martins Road (State Highway 100) as a high-quality commercial retail area. All development within Planned Development District No. 36 shall comply with the standards and requirements of the B-3 Community Business District and all other applicable zoning requirements of the Unified Development Ordinance, except as otherwise specifically set forth in this Planned Development District No. 36. All decisions upon approvals to be made hereunder shall be made upon the application of such intent and standards and requirements.
- D. **Permitted, Special and Prohibited Uses.**
1. **District Permitted Uses.** The following area permitted uses in Planned Development District No. 36:
 - a. The Meijer store, as depicted in Exhibits B through K.
 - b. Display of products and pedestrian areas along the front elevation of the Meijer store
 - c. Temporary Uses/Special Events as permitted by the Unified Development and Municipal Code of the City of Franklin.
 - d. Those uses permitted within the B-3 Community Business District.
 - e. Except as set forth under subs. a. above, those uses found to be similar to

the above permitted uses under the terms of §15-2.0210 of this Ordinance.

Review and Approval required. Except for the permitted use set forth in subs. a. above, which are conditionally approved under this ordinance, permitted uses are subject to site plan review and approval under the terms of §15-7.0100 of this Ordinance and issuance of a Zoning Compliance Permit through the Department of City Development.

2. **District Special Uses.** The following are special uses in Planned Development District No. 36:
 - a. Those special uses allowed within the B-3 Community Business District.
 - b. Those uses found to be similar to the above special uses under the terms of §15-2.0210 of this Ordinance.

Review and Approval required. Special uses are subject to special use review and approval under the terms of §§15-3.0701 and 15-3.0703 and site plan review and approval under the terms of §15-7.0100 of this Ordinance.

3. **District Prohibited Uses.** The following uses shall be prohibited in Planned Development District No. 36, including when proposed as accessory to a Permitted or a Special Use:
 - a. All uses not listed as a permitted use, special use or accessory use thereto within the B-3 Community Business District.
 - b. Any use involving outdoor storage of goods and materials, except as set forth in subs. 1.b. above.
 - c. Accessory structures or uses not compatible with the District intent to enhance and promote a high-quality hotel and commercial mixed-use area. Accessory structures or uses not depicted upon any Exhibit to this ordinance shall require approval under §15-9.0102 of this Ordinance, and the Zoning Administrator shall apply the standards of this ordinance upon the review of an application therefore.

E. **District Standards.** Planned Development District No. 36 is further intended to have the following development standards:

1. **Landscape Surface Ratio and Floor Area.** PDD No. 36 shall maintain a minimum Landscape Surface Ratio (LSR) of .40 and Floor Area Standards in compliance with B-3 Community Business District standards pursuant to Table 15-3.0303

2. **Lot Dimensional Requirements.**

a.	Minimum Lot Area (s.f.):	40,000
b.	Minimum Lot Width at Setback Line (feet):	150
c.	Minimum Front Yard (feet):	40
d.	Minimum Side Yard (feet) ^(a) :	10
e.	Minimum Side Yard on Corner Lot (feet):	40
f.	Minimum Rear Yard (feet) ^(a) :	20
g.	Minimum Shore Buffer (feet):	75
h.	Minimum Wetland Buffer (feet):	30
i.	Minimum Wetland Setback (feet):	50

^(a)Upon approval of site plans, the Plan Commission may waive the minimum building setbacks from any future interior lot lines of a property zoned PDD No. 36 when abutting another property zoned PDD No. 36. With the Permission of the Wisconsin Department of Transportation, parking setbacks may also be waived adjacent to State Right-of-Way. The Plan Commission shall consider the applicable standards for Site Plan, Special Use and Land Division applications in making such determination.

3. **Maximum Building Height:** 3.0 stories/45 feet

F. **Approved Uses and Additional Development Standards for Future Uses.**

The Meijer grocery and department store development for the time period as set forth in this ordinance is an “approved use” under this ordinance. The following terms and provisions of this subs. F. shall only apply to such approved uses where the subject matter of the following terms and provisions is not otherwise addressed or depicted in the Exhibits to this ordinance. The following terms and provisions of this subs. F. shall apply to all future uses of the property within the District.

1. **Site Restrictions**

a. *Designation of Sites:*

A “Site” is a parcel of land in Planned Development District No. 36 that has been created as a separate legal tax parcel.

b. *Fencing:*

No fences shall be constructed on any Site without the approval of the Plan Commission. Fencing, where permitted, shall be solely for purposes of

screening, security and landscape enhancement. Fencing shall be constructed only of permanent, high quality materials such as pressure-treated wood, masonry, or metal, and shall be approved by the Plan Commission in every instance. Plantings shall be provided along all fencing where such fencing is visible from any street.

c. *Temporary Structures:*

No temporary structures or trailers are permitted without prior written approval of the Plan Commission, except those belonging to construction companies during periods of construction.

d. *Ancillary Structures:*

No water tower, storage tank, processing equipment, solar collector, telecommunications equipment, cooling tower, satellite disks or other ancillary structure or outside equipment shall be constructed, erected or placed in the District without the prior written approval of the Plan Commission.

e. *Signs:*

All signs must be in accordance with the Municipal Code, as amended, approved by the Architectural Review Board and subject to issuance of a Sign Permit through the Inspection Department. On-site directional signage may be allowed in any area needed to control traffic or parking provided such signage has received approval from the Architectural Review Board.

2. **Parking**

a. *Parking Generally:*

The Meijer grocery and department store site and any future sites, if created, shall be provided with adequate paved off-street automobile parking as approved by the Plan Commission. No parking will be permitted on any street, driveway, or any place in the District other than in approved parking spaces. Overnight parking of campers, mobile homes, boats, trailers and similar vehicles is prohibited unless prior written approval is obtained from the Plan Commission. Overnight parking of trucks and service vehicles shall be behind landscape screening so as to minimize visibility from the roadway unless prior written approval is secured from the Plan Commission.

b. *Parking Location:*

No parking shall be allowed within the parking setbacks set forth herein unless otherwise approved in writing by the Plan Commission.

Utilization of parking on any adjacent sites is prohibited and shall not be counted towards parking requirements.

c. Parking Ratio:

Unless otherwise approved by the Plan Commission, areas for current and future parking needs shall be provided as follows:

- i. Off-street parking space and on-site queuing requirements shall comply with Section 15-5.0203 and Table 15-5.0203 of the Unified Development Ordinance.
- ii. The Meijer store development shall provide a maximum of 684 parking spaces as depicted upon the Site Plan annexed hereto as Exhibit B.
- iii. Each use shall have parking capacity adequate to serve the reasonable expected parking needs for the Site; and
- iv. No continuing or extended use shall be made of a Site or any building constructed thereon which requires, or is reasonably expected to require, parking in excess of the capacity of the parking facilities available on said Site.

3. Screening:

a. Storage:

Waste and recycling containers shall be screened from view from the streets and adjacent sites by completely opaque screens unless otherwise approved by the Plan Commission. No other articles, goods, materials, finished or semi-finished products, incinerators, storage tanks, or other items shall be kept outdoors or exposed to public view, or to view from adjacent sites.

4. Landscaping:

a. Landscape Requirements:

The Meijer grocery and department store development shall provide landscape plantings as depicted upon the Landscape Plan City file-stamped June 25, 2012 and annexed hereto as Exhibit C.

Plantings shall be provided with a two year planting guaranty.

The 30' Buffer Yard Setback as depicted on the Landscape Plan City file-stamped June 25, 2012 shall be reserved for the planting of trees and shrubs; the building of structures hereon is prohibited.

The quantity of plantings within Bufferyard Easements shall be held in perpetuity and maintained throughout the life of the development.

Future Sites and Uses shall provide Landscaping in compliance with all requirements set forth per Division 15-5.0300 of the Unified Development Ordinance.

b. Mitigation Requirements:

The Meijer grocery and department store shall hire a consultant to provide an annual monitoring report that addresses all mitigation activities, per the approved Natural Resource Protection Plan, for a period of three years. Mitigation activities include the removal of buckthorn along the banks of Legend Creek and the planting of native seeding in the floodplain compensatory storage areas and along the banks of the stormwater management ponds. Trees shall not be planted within the floodplain and floodplain compensatory storage areas.

5. Architecture:

a. Architecture:

The Meijer grocery and department store architecture shall be completed, and in substantial compliance, per Exhibit I.

Future uses and structures shall provide architectural elements consistent with the Meijer store to provide a single cohesive development.

6. Hours of Operation

a. Meijer grocery and department store:

The Meijer grocery and department store shall be allowed to operate 24 hours per day, seven days a week.

b. Meijer Garden Center:

The Meijer Garden Center and drive-thru pharmacy hours of operations shall be limited to the hours of 7:00 a.m. and 10:00 p.m.

The outdoor communication system shall be turned off between the hours of 6:00 p.m. and 7:00 a.m.

c. *Store Truck Delivery and Refuse Collection:*

Truck deliveries and refuse collection shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m., except one truck delivery shall be allowed per night between the hours of 10:00 p.m. and 7:00 a.m.

Trucks shall be prohibited from idling while loading and unloading.

7. **Noise**

- a. All noise levels must be in compliance with Sections 15-3.0908 and 15-3.1107.

8. **Cross-Access**

- a. A cross-access drive, constructed to City of Franklin standards, shall be provided at the time of redevelopment of the property to the north, 9609 West Loomis Road.
- b. The exact location of the cross-access drive shall be determined in the future to provide adequate access and minimally impact natural resource features.
- c. A Natural Resource Special Exception shall be approved prior to construction of the cross-access.
- d. Property owner(s) shall submit to the Department of City Development a recorded cross-access agreement providing for cross-access with the adjoining property to the north, 9609 West Loomis Road.

G. **Conditions of Approval.**

The development of PDD No. 36 upon the adoption of 15-3.0441 shall occur and be in compliance with the Exhibit B Site Plan City file-stamped dated August 31, 2012 (including the conditions of approval below).

1. A deceleration lane shall be constructed on Puetz Road for entrance into the site from the east, and the radii at all proposed drives shall be increased to 20 feet, prior to a certificate of occupancy for the Meijer grocery and department store.
2. The applicant shall construct a sidewalk along the south side of West Puetz Road along the entire length of their property, prior to a certificate of occupancy for the Meijer grocery and department store.

3. Plantings within the vision triangles shall comply with Section 15-5.0201 of the Unified Development Ordinance.
4. The applicant shall submit, to the Department of City Development for review and approval, a 24-hour lighting management plan that sets reasonable in consideration of mitigating off-site impacts guidelines for lighting levels on the site throughout a 24-hour period.
5. The applicant shall obtain all required approvals and permits from the Army Corp of Engineers, the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency (FEMA) prior to issuance of a building permit.
6. The applicant shall provide, for review and approval by Department of City Development staff, mitigation and enhancements to natural resource features onsite or off-site within the City of Franklin limits for the wetland, wetland buffers and wetland setbacks prior to issuance of a building permit. In addition, the applicant shall submit a tree preservation plan, in accordance with Section 15-8.0204 of the UDO, prior to issuance of a building permit.
7. The applicant shall provide as-built topographic information for the cut and fill areas for City review and approval. Cross-sections shall be surveyed along each of the excavated and filled areas prior to and after excavating or filling, and calculations shall be provided verifying the total volume of fill placed below the one-percent-probability flood elevation and the total volume of excavation below the one-percent-probability flood elevation. Pursuant to the Unified Development Ordinance Section 15-9.0207, the applicant shall then submit a Letter of Map Revision based on fill (LOMR-F) for the Federal Emergency Management Agency's review and approval prior to issuance of a building permit.
8. The applicant shall provide, for review and approval by Department of City Development staff, shore buffer mitigation onsite or off-site within the City of Franklin limits, prior to issuance of a building permit.
9. The applicant shall submit a final storm water management plan to the Engineering Department, for their review and approval pursuant to the standards and requirements of the storm water management ordinance provisions of the Municipal Code, prior to issuance of a building permit.
10. The applicant shall obtain all required approvals and permits from the Wisconsin Department of Transportation prior to issuance of a building permit.

11. Per Section 15-9.0207B.3. of the Unified Development Ordinance relating to changes to shoreland wetlands, this amendment shall not take effect until more than thirty (30) days have elapsed since written notice of the Common Council's approval of this amendment was mailed to the Department of Natural Resources. During that 30-day period, the Department of Natural Resources may notify the Common Council that it will adopt a superseding shoreland ordinance for the City, pursuant to Section 62.231 of the Wisconsin Statutes. If the Department does so notify the Common Council, the effect of this amendment shall be stayed until the Section 62.231 adoption procedure is completed or otherwise terminated.

SECTION 3: The approval granted hereunder is conditional upon applicant and all future property owners and the Planned Development District No. 36 (Meijer grocery and department store) development upon the property subject to this ordinance: (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 Planned Development District No. 36 (Meijer grocery and department store) project to be developed and as presented for this approval. The applicant shall obtain approval of the Exhibit A Certified Survey Map and satisfy all conditions of such approval prior to the issuance of a building permit.

SECTION 4: 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 5: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 6: 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 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

9229 West Loomis Road, Franklin, Wisconsin 53132-9728

August 26, 2012

Mr. Jim Lajsic
8756 W. Mallard Court
Franklin, Wi. 53132

Dear Jim:

Thanks for the follow up letter from your appearance at the Common Council meeting. I apologize for the tardy response.

Since you took the time to write and we've already had a phone conversation about some of these issues, I thought it appropriate to return to you with a letter.

Your original questions:

- 1) What's changed? We discussed previously the impact the economy has had on the retail business and the fact that the land cost alone, estimated at \$6,000,000.00 drives the development cost up so high that small retailers and developments focused on small retailers so high as to make it unreasonable. I also related to you the timeline of proposals for this area and our efforts to realize the plan put forth in 2004. All have been unsuccessful due to the conditions we discussed.

As for a lawsuit from any of the unsuccessful attempts, we discussed that anyone can sue anyone else for any reason but given the circumstances causing any of these developments to not move forward, it's highly unlikely that a suit would be filed, particularly in light of the actions to date of former developers. Target has a store nearby. Walmart has since developed a "supercenter" on 27th street in our city and new stores in Greenfield, Greendale and Muskego.

- 2) Needs assessment. Needs assessments are not done by the City. We're not in any business that decides that a parcel fits their needs. Our assessment is and must be purely whether the proposal is the "highest and best use" of the parcel; that it meets our comprehensive master plan and that it's in the community's best interest to proceed. In addition, businesses are the sole determining party as to whether or not they believe that they can be profitable in any particular location.

The Meijer people have said on a number of occasions that this location suits their site selection and market criteria.

- 3) Impact analysis. As part of the development review process, applicants provide the City and the State independent traffic analysis that's reviewed by both government entities for correctness. That analysis has been reviewed by the City engineering staff and is currently being reviewed by the State Department of Transportation.

The analysis has estimated that the maximum additional traffic impact on Puetz Road to be an additional 5%; Loomis and St. Martin's Road at 20% additional traffic.

Current plans dictated by City request and DOT requirements are for significant modification of the Puetz Road intersection with St. Martin's road that will conform with the current 60% design by the State for the roadways and intersections. The plan includes a new left turn from southbound St. Martin's Road to Puetz. A re-alignment of Puetz to provides for a right-angle turn as well as escrow of money to install a traffic signal at that intersection when State traffic warrants indicate that it will be proper. The State has said that the current traffic does not warrant installation of a signal until 2019. The State and City engineers have both indicated that with the re-alignment and new turn lanes will substantially improve the safety of the intersection prior to the installation of traffic signals.

I have respectfully disagreed with this assessment and continue to press for installation of the signal with the development. Meijer has indicated that they'd be happy to install the signal at any time. The decision is the State DOT's.

In addition, Meijer will be installing sidewalks on all three street sides of their development and United Financial Group (Forest Hill Highlands) has agreed to continue the Puetz sidewalk to the east end of their parcel bringing sidewalk on the north side of Puetz to the Henika property.

- 4) Taxpayer cost. There will be no taxpayer costs (other than staff review) to build the development.

Your new questions:

- 1) Customers. Although this information is typically confidential, the Meijer people have indicated that their trade area is anticipated to be a population of 65,000. Please understand that that number is from my memory and may not be precise. The number of consumers visiting the store on a daily basis is not known to me and as you can imagine, will vary by hour, day of the week and any holiday.
- 2) DOT review. I discussed the DOT involvement in number 3 above. Due to the addition of a left turn to Puetz, south to north bound U turns at the intersection will hopefully solve the neighbors issues with people turning into their driveways.
- 3) Impact on school traffic. The traffic analysis deals with gross traffic counts rather than specific destinations. These schools are far enough from the development that there should not be any significant impact (other than the 20% increase) on them. Remember as well that their bus use is early in the morning (not a peak shopping time) and in mid-afternoon, also not a peak shopping time.
- 4) Proposed apartments. United Financial Group is proposing "market rate" apartments that they anticipate renting for up to about \$1,600 per month as well as a substantial number of seniors apartments. They are well aware of the Meijer proposal and have proposed their development with the store in their plans.

You make a final comment about road improvements happening before the development. Because the developers pay for the improvements, they happen at a time scheduled within their construction planning along with review and permitting by the City. Again, these improvements are at their cost.

As always, Jim, don't hesitate to call me or any City staff with your concerns and questions. I hope you find these answers satisfactory.

Sincerely,



Steve Olson
Alderman, District 1

cc: Clerk
Mayor Taylor
Atty. Jesse Wesolowski
Joel Dietl
Jack Bennett

August 20, 2012

Dear Aldermen and Mayor,

When I appeared before the Common Council on August 7, 2012, I had asked several questions concerning the proposed Meijer Store. I was told that I would receive answers after the August 9, 2012 Planning Commission Meeting. As of today, August 20, 2012, I have not received anything. Therefore, I am requesting written answers to the following questions:

1. What has changed between the time that Wal-Mart ceased their attempt to build at the corner of Loomis and Hwy 100 and now? Could this allow for repercussions in the form of a lawsuit by Wal-Mart? Could this also cause problems under the restraints of free trade laws?
2. Was there a needs assessment done by the city with regard to this type of business? I am specifically worried about the 24 hour aspect affecting neighborhood safety and atmosphere (i.e.: garbage trucks and delivery trucks with back-up beepers in the early AM and later PM hours). There are already a large number of grocery and Target/Wal-Mart stores within just a few miles of the proposed Meijer site.
3. Has there been enough analysis as to the potential impact on the neighborhood with regard to traffic? Puetz Road between Hwy 100 and 76th St. is very narrow, has no shoulder, has no sidewalk, and is currently used for local traffic only. If expanded, who would be responsible for that cost? Currently the Meijer plan has an exit onto Puetz with no stoplight at Hwy 100 and Puetz. This will make an already dangerous intersection more so.
4. What is the projected cost to tax payers for road improvements on Loomis Road, Hwy 100, and Puetz Road and for gutters, curbs, etc. around the Meijer Store? The current Meijer plan lists these improvements to be paid for by "others".

I also have some new questions;

1. How many customers does Meijer expect on a daily basis? How many would be new shoppers to Franklin, as opposed to customers who are currently shopping at other similar stores already in Franklin?

2. Has the Department of Transportation considered extra traffic caused by the proposed Meijer store when planning the changes needed for Hwy 100/Loomis intersection area? The current Meijer plans allow for a right-turn in and right-turn out only along St. Martin's Road (Hwy 100) without any stoplight. This situation will cause a large number of U-turns to take place either along Hwy 100 or at the Loomis/Hwy 100 intersection for people trying to go Southeast on Hwy 100 after exiting the store.
3. Also, has anyone considered how traffic related to the area schools (Country Dale, St Martin of Tours, Robinwood, The Indian School, Forest Park Middle School, and Franklin High School) will be affected by a large store at this intersection? Between the months of September and June, there will be a larger amount of car and bus traffic in the morning, afternoon, and evenings with extracurricular activities.
4. Are the proposed apartment buildings to be constructed behind the proposed Meijer Store going to be low income housing? Unfortunately, large, noisy stores make it difficult to attract higher income housing.

In closing, I think that the citizens of Franklin deserve to have upgrades to the roads and infrastructure in place before any business opens, especially if they are going to be paying for them with their tax dollars. Thank you for your consideration with regard to my questions. Many of my neighbors in Franklin share these concerns.

Sincerely,



Jim Lajsic

8756 West Mallard Court

Franklin, WI 53132

Phone: 414-425-4841

cc: Mayor Tom Taylor

Ald. of Franklin

Jim Dietl

Jennifer Pfaff, Managing Editor of NOW magazine

Scott Peterson, Editor in Chief of NOW magazine

meijer

MARKET RESEARCH
EXECUTIVE SUMMARY REPORT

MILWAUKEE MSA MARKET OVERVIEW

- 1.6 million people (625,000 holds); 57% of Households in core Meijer Lifestyle categories; Ranks effectively tied for 2nd in Large Markets
- Similar in size to Indianapolis, Columbus, and Cincinnati MSA's— slightly larger than Grand Rapids MSA (1.23 Million people); Milwaukee median household income = \$56k; GR = \$52K
- Less than 400,000 Sq. Ft. of Grocery per 100,000 residents – equates to 16% less Sq. Ft. age than average of New Market candidate list, and 19% less Sq. Ft. age than existing markets
- Nearly 60% market share held by Roundy's/Pick n Save brand although that will continue to decrease as Wal-mart and others are expected to gain market share . Kroger in Cincinnati near 50% market share on nearly 650,000 sq. ft. of space per 100,000 residents.

MILWAUKEE MSA COMPETITIVE MAKEUP

Brand	Unit Count	Market Share %
Roundy's/ Pick N Save	59	58.2
Piggly Wiggly	16	6.6
Wal-Mart SC	4	5.7
Sam's Club	4	4.8
Aldi	19	3.9
Sendik's Food Markets	7	3.2
Costco	1	2.5
Woodman's Market	2	2.3
Lena's Food	5	2.0
Save -A-Lot	4	1.7
Brennan's Market	2	1.2
Whole Foods	1	1.0
Trader Joes	1	0.6
Others		5.9

OTHER MIDWEST MARKET SHARE COMPARISONS

- Cleveland – Giant Eagle = 33%; Walmart = 12%
- Pittsburgh - Giant Eagle = 35%; Walmart = 14%; Heinens = 10%
- St Louis –Schnucks = 30%; Supervalu = 20%; Walmart = 13%; Dierberg's = 12%
- Nashville – Kroger = 29%; Walmart = 23%; Publix = 13%
- Knoxville – Kroger = 24%; Walmart = 23%; Food City = 22% (Publix rumored to be entering the market)
- Minneapolis/St Paul – Supervalu/Cub = 24%; Roundy's = 12%; Target = 12%; Lunds/Byerly's = 10%

FRANKLIN SUMMARY

Statistical Variables	Similar Existing Meijer Trade		Difference	% Difference
	Area Store Average - "Analogues"	Subject Projected Trade Area		
Positive Factors				
Base Year Total Households	56,492	63,964	7,472	13.2%
Base Year Effective Households	60,904	70,790	9,887	15.2%
Meijer Affinity Index (100 being average)	108.4	110.7	2.3	2.1%
Median Age	36.3	42.4	-6.1	16.9%
% Age 40-60	34.0%	36.6%	-2.6%	7.8%
Average Household Size	2.73	2.45	-0.3	-10.2%
% Family Hholds (Hholds with Children)	71.5%	67.9%	-3.6%	-5.0%
Median Hhold Income	\$82,112	\$70,358	-11,754	-14.3%
Household Incomes (\$50K to \$125K)	55.8%	58.1%	2.2%	4.0%
Education Levels (some college)	54.1%	62.4%	8.3%	15.4%
Employment type (blue collar)	30.0%	30.7%	0.7%	2.5%
3 Mile Meijer Affinity Index (100 being average)	104.5	129.7	25.3	24.2%
% of Households within 3 Miles	40.6%	15.8%	-24.7%	-60.9%
Negative Factors				
Population Density per Square Mile	1659.6	784.5	-875.1	-52.7%
% of Renter Households	20.4%	27.9%	7.6%	37.1%
Count of Nearby Businesses	4,924	4,505	-419.5	-8.5%
Grocery Competitive Index	92.2	90.0	-2.2	-2.4%
Drug Competitive Index	97.3	92.0	-5.3	-5.4%
Kmart Competitive Index	37.3	8.0	-29.3	-78.5%
Target Competitive Index	52.2	12.0	-40.2	-77.0%
Wal-Mart Competitive Index	30.4	18.0	-12.4	-40.7%
Super Wal-Mart Competitive Index	35.4	15.0	-20.4	-57.6%
Household Incomes below 40K	25.3%	28.6%	3.2%	12.8%
Household Incomes above 200K	4.6%	1.6%	-3.0%	-64.5%
Education Level (Bachelor & above)	35.0%	26.7%	-8.3%	-23.6%
Population w/ Less than 10 Grade Edu.	6.8%	6.2%	-0.6%	-9.3%
Population Below Age 30	48.9%	41.4%	-7.5%	-15.3%
Employment Type (Prof. Occupations)	34.4%	30.1%	-4.3%	-12.5%
Diversity Index	30.4	19.8	-10.5	-34.7%
Lifestyle Characteristic				
% LifeStyle Cluster Distribution				
Cosmopolitan Centers (Meijer Affinity = 73.4)	10.95%	14.88%	-3.9%	35.9%
Affluent Suburb Spreads (Meijer Affinity = 113.9)	54.80%	32.48%	-22.3%	-40.7%
Comfortable Country (Meijer Affinity = 155.3)	15.24%	29.84%	14.6%	95.9%
Struggling Urban Cores (Meijer Affinity = 39.5)	1.97%	1.25%	-0.7%	-36.1%
Modest Working Towns (Meijer Affinity = 71.6)	15.83%	19.02%	3.2%	20.1%
Plain Rural Living (Meijer Affinity = 113.9)	1.21%	2.52%	1.3%	109.0%

Summary Comments

The site enjoys a relatively strong Meijer Affinity Index of 110.7, with % families, income levels and overall characteristics in-line with brand profile. The overall household count within 3 miles is light but outweighed by the better than average Affinity Index. Preexisting competition is located to the north and east, but generally the site is less competitive than analogous existing Meijer locations. We would expect that this store will perform at or above other analogue stores making this a successful location.

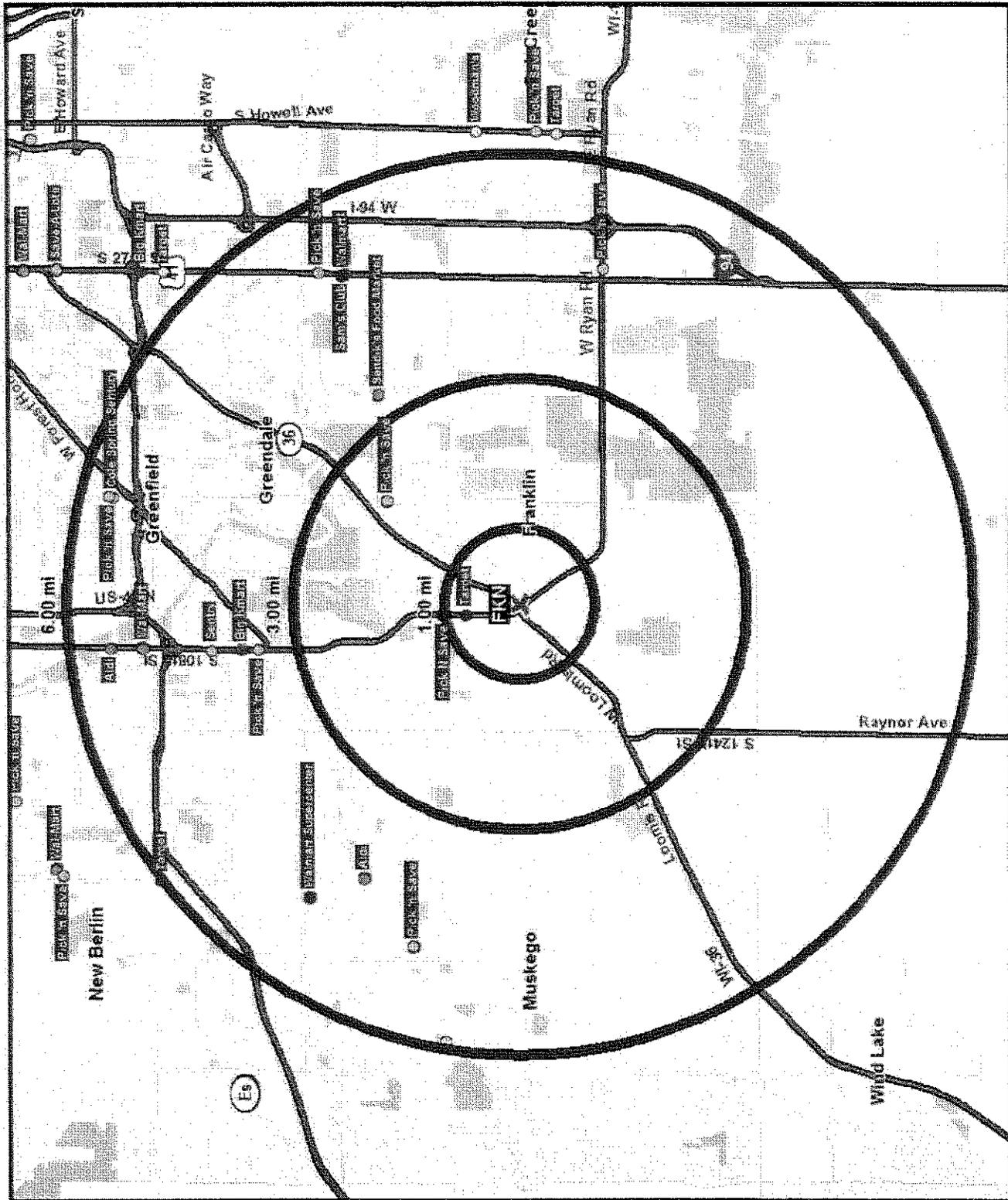
(FKN) Franklin, WI Competition

Legend

- Rings
- Site

Site Coordinates
 Longitude/X: -88.036420
 Latitude/Y: 42.888696

Miles



(FKN) Franklin, WI East Quadrant of SR36 & SR100

Legend

- Rings
- Site

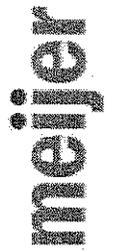
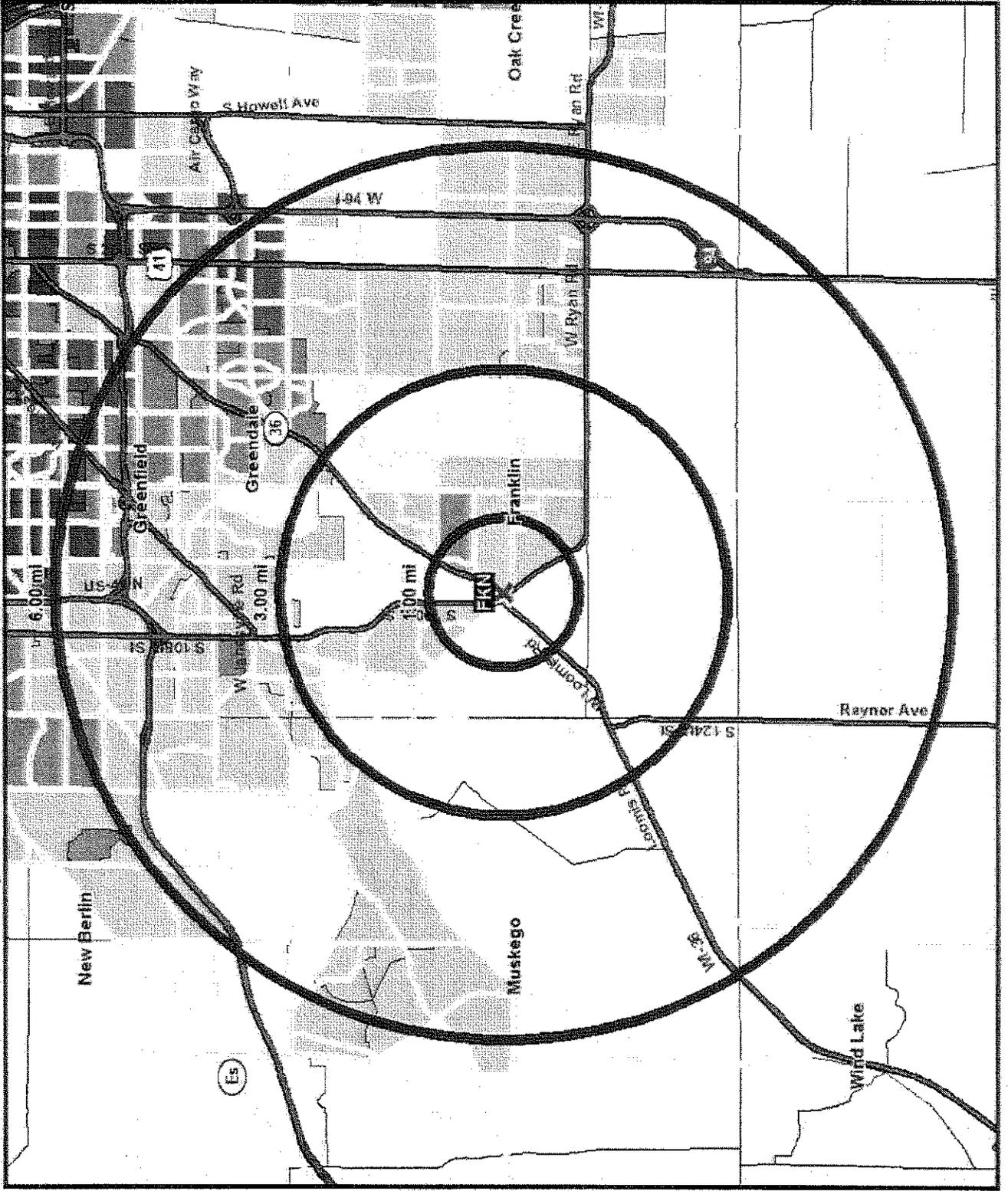
Population Density by Black Group

	2500 or more
	1,500 to 2,500
	1,000 to 1,500
	750 to 1,000
	500 to 750
	Less than 500

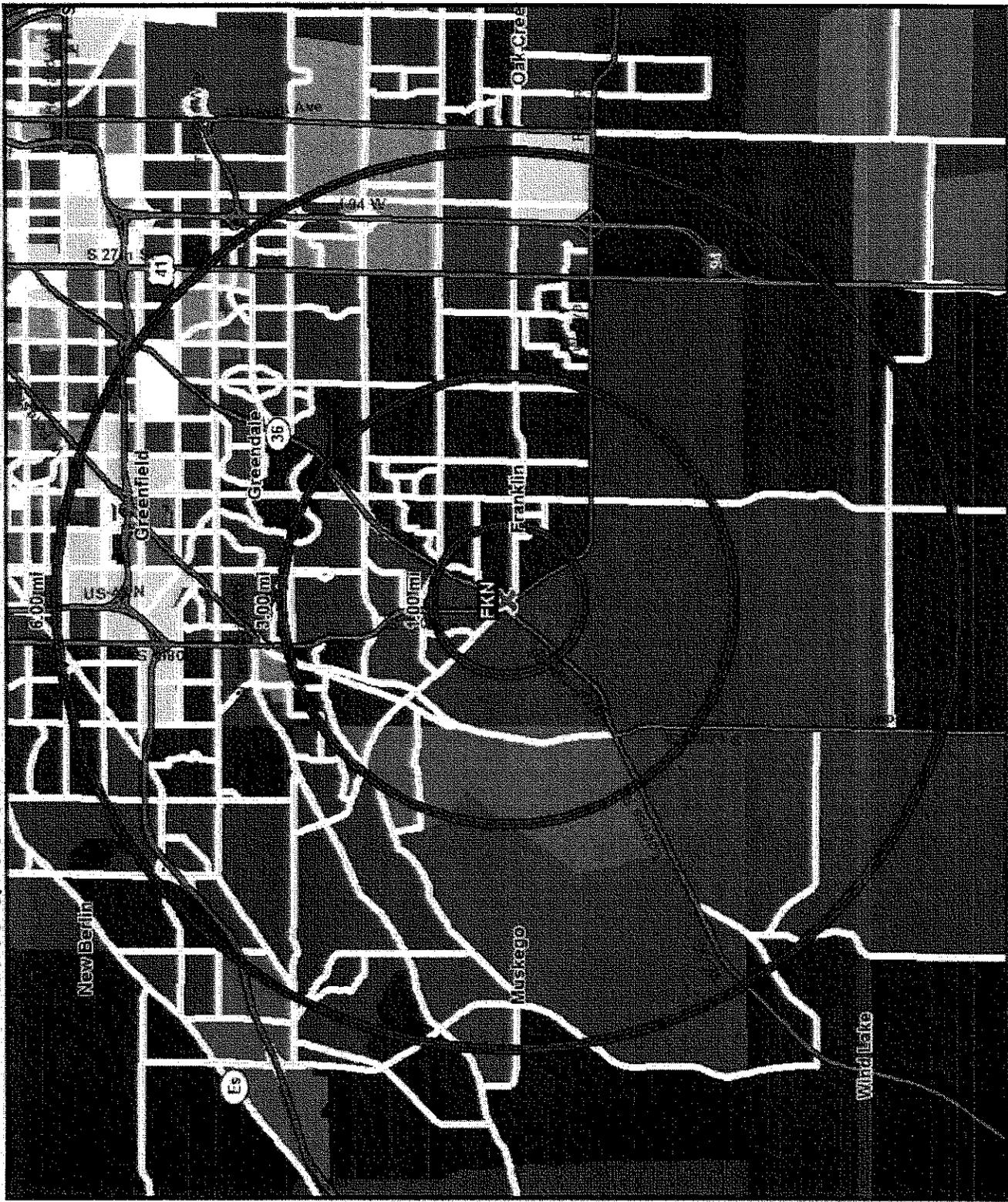
Site Coordinates

Longitude/X: -88.036420
 Latitude/Y: 42.888896

Miles



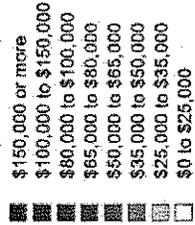
(FKN) Franklin, WI East Quadrant of SR36 & SR100



Legend

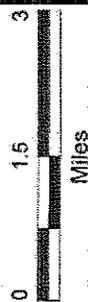


Median HH Income
by Block Group



Site Coordinates

Longitude/X: -88.036420
Latitude/Y: 42.888696



meijer

21 South Evergreen Avenue
Suite 200
Arlington Heights, IL 60005
t: 847 788 9200
f: 847 788 9536



ATLANTA
NEW YORK
CHICAGO
LOS ANGELES
NEW JERSEY
BOSTON
DALLAS
PHOENIX
FRESNO
COLUMBUS

Memorandum

August 16, 2012

To	Nick Fuchs Planner II City of Franklin 9229 W. Loomis Road Franklin, WI 53132 Tel: 414.425.4024	Project	Meijer Franklin, WI
		Project #	20110526.0
		From	David Behrens
		Re	Landscaping Credits
		Copies	

Dear Nick,

As requested, we are providing this letter to further describe our approach in calculating landscape credits for the proposed Meijer project. As previously discussed, the City staff agreed that it is not necessary to tag and survey the existing trees, but rather to provide a conservative inventory for the staffs review and approval. Per City Ordinance Section 15-5.0302 (D) the applicant can obtain credits "in a non-bufferyard, existing shade trees, evergreens, and decorative trees over six (6) feet in height shall replace one (1) equivalent type of required planting." On Friday June 15, 2012, Dennis Jarrard and Heather Patti conducted a field visit to inventory the existing trees. Their determination was that a minimum 322 trees met the criteria. The trees inventoried included only trees that were 3" caliper or greater (approximately 15'), were in healthy condition, were not considered an invasive species, were not designated for removal and did not exist within the required landscape bufferyards (where a ratio of 1/2:1 is applied). The tree species inventoried were predominately Eastern Cottonwood, Green Ash, White Oak, Elm and Aspen. We honestly believe that more trees could have been counted including those of lesser size, but wanted to insure that the number provided could easily be validated.

We trust you agree with this approach and you would concur that the Meijer landscape plan meets the City landscape requirements. Thank you again for your consideration.

Respectfully,

David W. Behrens, RLA, ASLA
GreenbergFarrow
Principal

End of Memorandum

From: [Lourigan, Tanya L - DNR](#)
To: [Nick Fuchs](#)
Subject: RE: City of Franklin - Request for Natural Resource Special Exception
Date: Tuesday, June 19, 2012 12:15:50 PM
Attachments: [Legend Creek FIRM.pdf](#)
[Legend Creek Floodway Data Table.pdf](#)

Nick,

I had an opportunity to review the preliminary plans for the proposed Meijer development. It appears that the Zone A approximate floodplain at the north of the property is not delineated on the map (see attached Flood Insurance Rate Map). As a result, it appears that a portion of the proposed compensatory storage is already located in the floodplain. In addition, the Base Flood Elevation listed for the north side of the property does not appear to match the elevation in the Flood Insurance Study (see attached Floodway Data Table).

Please note that the proposed structure would still be considered in the 100-year floodplain for regulatory and insurance purposes. If the property owner wants to officially remove the lands from the floodplain according to the City Ordinance and Wis. Admin. Code NR116, the lands need to be filled at least two feet above the Base Flood Elevation and the fill needs to be contiguous to land outside the 100-year floodplain. Based upon my understanding of the plans, these requirements would be met. However, the applicant would also need to submit a Letter of Map Revision based on Fill (LOMR-F) to FEMA. With FEMA's issuance of a LOMR-F, the parcel would be removed from the floodplain for insurance purposes. After the LOMR-F is issued, the City would amend the Floodplain Ordinance to adopt the new information and submit the amendment to the Department for approval. At that point, the lands would also be removed from the floodplain for zoning purposes.

The Department's experience has been that the best time to submit the LOMR-F for these type of projects is after placing the fill but prior to constructing the building. However, you or the applicant may want to contact the FEMA Map Information eXchange to verify. FEMA map specialists can be reached at FEMAMapSpecialist@riskmapcde.com or 877-336-2627.

If you have any questions, please feel free to contact me.

Regards,

Tanya

Tanya L. Lourigan, P.E.

Water Management Engineer

Wisconsin Department of Natural Resources

Milwaukee Service Center

2300 N Dr. Martin Luther King Jr. Dr.

Milwaukee, WI 53212

(☎) phone: (414) 263-8641

(☎) fax: (414) 263-8716

(✉) e-mail: Tanya.Lourigan@wisconsin.gov

Website: dnr.wi.gov

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GreenbergFarrow

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NEW YORK
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NEW JERSEY
BOSTON
DALLAS
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FRESNO
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Via Email

August 17, 2012

To Mr. Joel Dietl, AICP
Planning Manager
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132
Tel 414.425.4024

Project Meijer Franklin, WI
Project 20110526.0
Re: **Meijer**
Floodway of Legend Creek

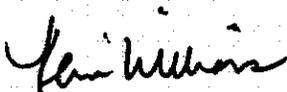
Dear Joel,

Thank you for taking the time to discuss the project in further detail at our August 14th, 2012 meeting at the City of Franklin. The purpose of this letter is to address your comment on determining the limits of the floodway for Legend Creek, specifically adjacent to the proposed detention ponds for the project.

Per FEMA FIRM panel 55079C0143E (effective date of September 26, 2008), the floodway limits associated with Legend Creek do not extend into the existing creek tributary located near the northwest corner of the property. Since this portion of the site is labeled as Zone 'A', a detailed study has not been performed to determine the base flood elevations. However, per the floodway flow data and cross sectional information provided in the corresponding flood insurance study (FIS) for Legend Creek, the 100-year floodplain elevation in this area of the site is between 780.9' and 781.0' both with and without the floodway conveyance. Furthermore, the 100-year floodplain limits are entirely contained within the banks of this tributary as it continues to the northwest corner of the property and captures runoff from the upstream side of the West Loomis roadway crossing via two (2) existing concrete culverts. As such, even if a floodway area was defined, it would also be contained in the existing banks and would not be affected by the floodplain excavation area proposed along the north end of the site. It should also be noted that because floodway boundaries are delineated using complex hydrologic and hydraulic computer modeling, they often do not correspond to any features visible at the site.

We appreciate your time and consideration in this matter. Please don't hesitate to call me directly at 847.788.9200 x 7762 if you have any questions and/or comments.

Sincerely,



Keri Williams, P.E., CFM

cc: David Behrens, GreenbergFarrow
Emily Bernahl, GreenbergFarrow

FLOODING SOURCE		FLOODWAY				1-PERCENT-ANNUAL-CHANCE FLOOD WATER SURFACE ELEVATION				
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY (FEET NGVD)	WITHOUT FLOODWAY (FEET NGVD)	WITH FLOODWAY (FEET NGVD)	INCREASE (FEET)		
Legend Creek										
BA	17,308	61	108	1.4	770.0	770.0	770.0	0.0		
BB	17,788	9	16	9.6	770.5	770.5	770.5	0.0		
BC	17,889	13	43	3.6	775.6	775.6	775.6	0.0		
BD	18,190	537	3,180	0.1	775.9	775.9	775.9	0.0		
BE	18,691	534	2,139	0.1	775.9	775.9	775.9	0.0		
BF	19,092	270	1,022	0.2	775.9	775.9	775.9	0.0		
BG	19,362	94	143	1.1	775.9	775.9	775.9	0.0		
BH	19,494	57	42	3.7	776.7	776.7	776.7	0.0		
BI	19,710	52	38	4.1	778.8	778.8	778.8	0.0		
BJ	19,858	118	92	1.7	780.8	780.8	780.8	0.0		
BK	20,249	161	522	0.3	781.0	781.0	781.0	0.0		
BL	20,613	21	69	2.3	780.9	780.9	780.9	0.0		
BM	20,682	39	79	2.0	781.1	781.1	781.1	0.0		
BN	20,893	68	118	1.3	781.3	781.3	781.3	0.0		
BO	21,194	385	916	0.2	781.4	781.4	781.4	0.0		
BP	21,442	261	555	0.3	781.4	781.4	781.4	0.0		
BQ	21,711	189	286	0.5	782.8	782.8	782.8	0.0		
BR	22,044	33	41	3.8	783.0	783.0	783.0	0.0		
BS	22,165	72	270	0.6	783.4	783.4	783.4	0.0		
BT	22,292	26	34	4.6	783.4	783.4	783.4	0.0		
BU	22,488	113	514	0.3	786.7	786.7	786.7	0.0		
BV	22,715	430	1,821	0.1	786.7	786.7	786.7	0.0		
BW	22,942	455	1,291	0.1	786.7	786.7	786.7	0.0		
BX	23,047	445	1,394	0.1	786.7	786.7	786.7	0.0		
BY	23,290	314	1,384	0.1	786.7	786.7	786.7	0.0		
BZ	23,697	84	67	2.3	786.7	786.7	786.7	0.0		

¹ FEET ABOVE CONFLUENCE WITH ROOT RIVER

FEDERAL EMERGENCY MANAGEMENT AGENCY
MILWAUKEE COUNTY, WI
AND INCORPORATED AREAS

FLOODWAY DATA

LEGEND CREEK

TABLE 5

RECEIVED

AUG 06 2012

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

W239 N1812 ROCKWOOD DRIVE • PO BOX 1607 • WAUKESHA, WI 53187-1607

TELEPHONE (262) 547-6721
FAX (262) 547-1103

City of Franklin
Engineering Department

August 2, 2012

Serving the Counties of:

KENOSHA
MILWAUKEE
OZAUKEE
RACINE
WALWORTH
WASHINGTON
WAUKESHA

Mr. John M. Bennett, P.E.
City Engineer
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

SEWRPC No. CA 405-366

Dear Mr. Bennett:

Pursuant to your July 12, 2012, electronic mail request to Michael G. Hahn of the Commission staff, we have reviewed a grading plan, floodplain exhibit, and compensatory storage analysis prepared by GreenbergFarrow for a proposed Meijer store along Legend Creek southeast of the intersection of STH 100 (St. Martins Road) and STH 36 (W. Loomis Road) in the southeast one-quarter of U.S. Public Land Survey Section 17, Township 5 North, Range 21 East, City of Franklin. It is proposed to place fill within the one-percent-annual-probability (100-year recurrence interval) floodplain of Legend Creek to accommodate the development and to provide compensatory floodwater storage volume to offset the storage volume lost due to filling.

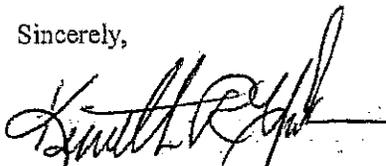
The compensatory storage analysis shows that the proposed compensatory floodwater storage is greater than the volume of fill placed below the one-percent-probability flood stage elevation and that the compensatory storage area would be expected to drain freely between floods. Also, the proposed floodplain filling is located outside the floodway. Thus, the proposed project would not be expected to result in an increase in the Legend Creek one-percent-probability flood stage, and would, therefore, meet the requirements of both the City zoning ordinance and the *Wisconsin Administrative Code* regarding not creating flood stage increases.

It is recommended that the City require that as-built topographic information for the cut and fill areas be submitted for City review and approval. Cross-sections should be surveyed along each of the excavated and filled areas prior to and after excavating or filling, and calculations should be provided verifying the total volume of fill placed below the one-percent-probability flood elevation and the total volume of excavation below the one-percent-probability flood elevation.

It is our understanding that Tanya L. Lourigan, Wisconsin Department of Natural Resources Water Management Engineer, will provide the City with information related to project sequencing and agency approval of revisions to the local floodplain zoning ordinance and the Federal Emergency Management Agency (FEMA) floodplain map.

We trust that the foregoing is fully responsive to your request. Should you have any questions, please contact Mr. Hahn directly.

Sincerely,



Kenneth R. Yunker, P.E.
Executive Director

KRY/MGH/pk
PROPOSED MEIJER DEV - FLPL CUT & FILL RVW (00206238).DOC

cc: Ms. Tanya L. Lourigan, WDNR-Milwaukee
Mr. Lee Traeger, FEMA Region V

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>09/04/12</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>RESOLUTION CONDITIONALLY APPROVING A 1 LOT CERTIFIED SURVEY MAP, BEING PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, AND THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST AND BEING ALL THAT PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (LEGEND CREEK, LLC, OWNER, PAUL BOURAXIS, REGISTERED AGENT THROUGH DAVID W. BEHRENS, PRINCIPAL OF GREENBERGFARROW ARCHITECTURE INC.) (EASTERN CORNER OF WEST LOOMIS ROAD AND WEST ST. MARTINS ROAD (STH 100))</p>	<p>ITEM NUMBER</p> <p><i>G.14.</i></p>
<p>At their meeting on August 21, 2012, the Common Council postponed an application for a 1 Lot Certified Survey Map, being part of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East, and that part of the West 1/2 of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East and being all that part of the South 1/2 of the East 1/2 of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin (Legend Creek, LLC, Owner, Paul Bouraxis, Registered Agent through David W. Behrens, Principal of GreenbergFarrow Architecture Inc.) (Eastern Corner of West Loomis Road and West St. Martins Road (STH 100)).</p> <p>The Plan Commission, at their meeting on August 9, 2012, recommended approval of a resolution conditionally approving the 1 Lot Certified Survey Map proposed by Meijer.</p> <p>Since the August 21, 2012 Common Council meeting, Department of City Development staff added the following condition to the Certified Survey Map resolution.</p> <p>“The Certified Survey Map shall conform to and reflect the Common Council approved Site Plan regarding approved access locations and right-of-way designations.”</p>		

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2012-_____, a resolution conditionally approving a 1 Lot Certified Survey Map, being part of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East, and that part of the West 1/2 of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East and being all that part of the South 1/2 of the East 1/2 of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin (Legend Creek, LLC, Owner, Paul Bouraxis, Registered Agent through David W. Behrens, Principal of GreenbergFarrow Architecture Inc.) (Eastern Corner of West Loomis Road and West St. Martins Road (STH 100)).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 8-24-12]

RESOLUTION NO. 2012-_____

A RESOLUTION CONDITIONALLY APPROVING A 1 LOT CERTIFIED SURVEY MAP, BEING PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, AND THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST AND BEING ALL THAT PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN
(LEGEND CREEK, LLC, OWNER, PAUL BOURAXIS,
REGISTERED AGENT THROUGH DAVID W. BEHRENS,
PRINCIPAL OF GREENBERGFARROW ARCHITECTURE INC.)
(EASTERN CORNER OF WEST LOOMIS ROAD AND WEST
ST. MARTINS ROAD (STH 100))

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being part of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East, and that part of the West 1/2 of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East and being all that part of the South 1/2 of the East 1/2 of the Southeast 1/4 of Section 17, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, more specifically, of the property located at the eastern corner of West Loomis Road and West St. Martins Road (STH 100), bearing tax key nos. 840-9969-000, 840-9997-003, 840-9997-002, 840-9994-000, 840-9998-000, 840-9997-001, 840-9993-000 and 840-9999-001, David W. Behrens, Principal of GreenbergFarrow Architecture Inc., applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by David W. Behrens, Principal of GreenbergFarrow Architecture Inc., as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.

DAVID W. BEHRENS, PRINCIPAL OF GREENBERGFARROW
ARCHITECTURE INC. – CERTIFIED SURVEY MAP
RESOLUTION NO. 2012-_____

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2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Pursuant to §236.13(1) and (2), and §236.45, Stats., pertaining to conditions of land division approvals and the provision of public improvements reasonably necessary, and the local regulation of land division, respectively, and §15-9.0309 of the Unified Development Ordinance, pertaining to required improvements and the financial security to be provided therefore as conditions of certified survey map approval, the required improvements prescribed in the Unified Development Ordinance for land divisions are required as a condition of the approval of the Certified Survey Map for David W. Behrens, Principal of GreenbergFarrow Architecture Inc. Meijer grocery and department store and garden center development; a Development Agreement (“Subdivider’s Agreement”), as may be approved by the Common Council upon the recommendation of the City Engineer and as secured by a letter of credit in form as approved by the City Attorney, shall provide for the furnishing, construction and installation of the required improvements and such other matters as set forth therein, and shall be entered into and executed by David W. Behrens, Principal of GreenbergFarrow Architecture Inc. or successors and assigns prior to the recording of the Certified Survey Map.
4. 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.
5. David W. Behrens, Principal of GreenbergFarrow Architecture Inc., successors and assigns, and/or any developer of the David W. Behrens, Principal of GreenbergFarrow Architecture Inc. 1 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as

DAVID W. BEHRENS, PRINCIPAL OF GREENBERGFARROW
ARCHITECTURE INC. – CERTIFIED SURVEY MAP
RESOLUTION NO. 2012-_____

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amended from time to time.

6. The approval granted hereunder is conditional upon David W. Behrens, Principal of GreenbergFarrow Architecture Inc. and the 1 lot certified survey map project for the property located at the eastern corner of West Loomis Road and West St. Martins Road (STH 100): (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.
7. The applicant shall obtain all required approvals and permits from the Wisconsin Department of Transportation prior to issuance of a building permit.
8. The Certified Survey Map shall conform to and reflect the Common Council approved Site Plan regarding approved access locations and right-of-way designations.
9. [other conditions, etc.]

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, Legend Creek, LLC, Paul Bouraxis, Registered Agent, 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, Legend Creek, LLC, Paul Bouraxis, Registered Agent, 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.

DAVID W. BEHRENS, PRINCIPAL OF GREENBERGFARROW
ARCHITECTURE INC. – CERTIFIED SURVEY MAP
RESOLUTION NO. 2012-_____

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APPROVED:

Thomas M. Taylor, Mayor

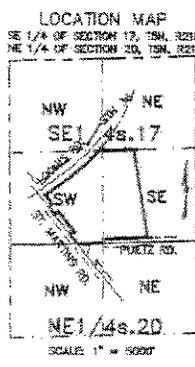
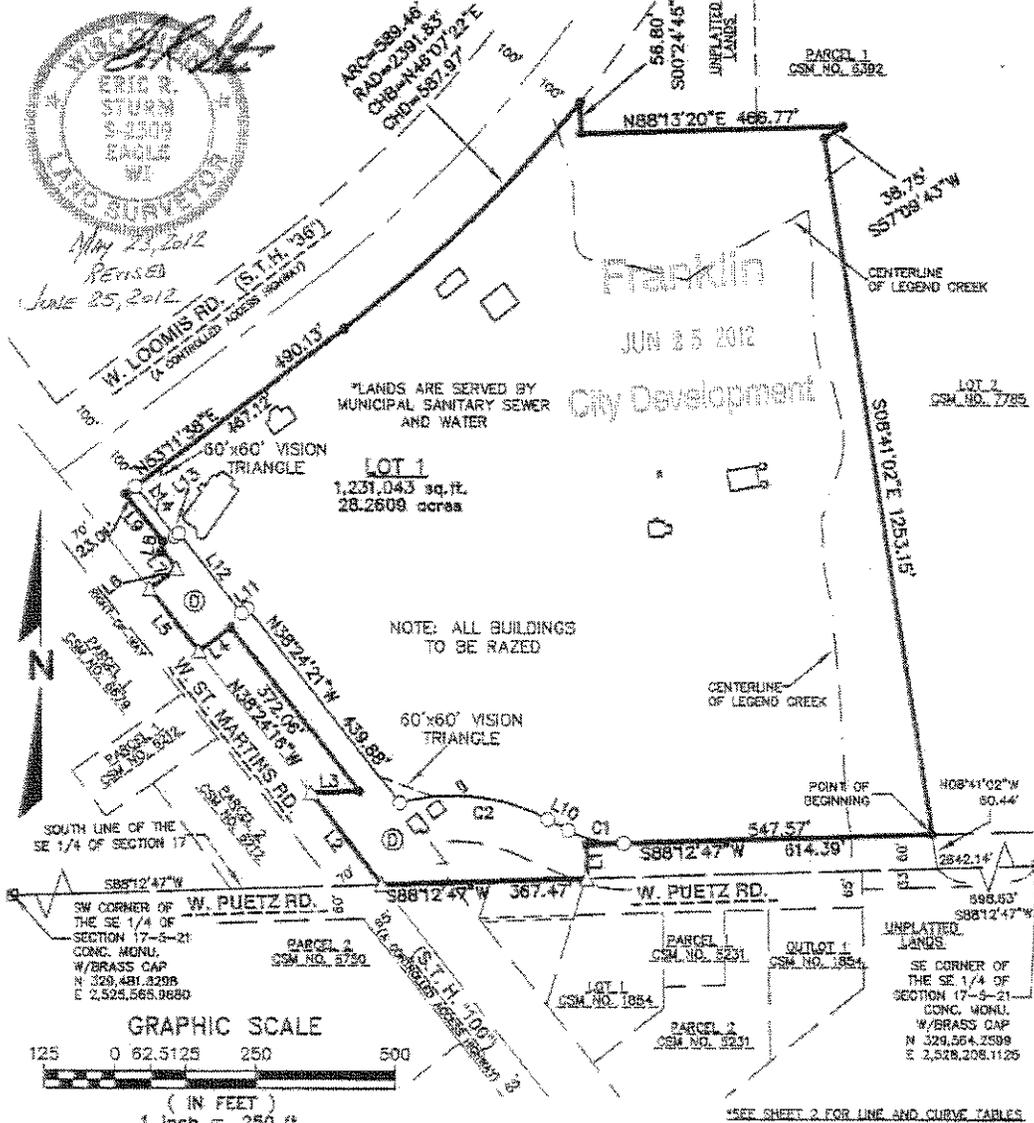
ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 in Certified Survey Map No. 7785 and Lands in the Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 17; all in Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.



- NOTES:**
- PROPERTY IS OWNED BY LEGEND CREEK, LLC.
 - ADDRESS: 4635 108TH ST. GREENFIELD, WI 53228
 - CURRENT ZONING FOR SUBJECT LANDS IS B-S COMMUNITY BUSINESS DISTRICT
 - PROPOSED ZONING FOR LOT 1 OF THIS MAP IS PLANNED DEVELOPMENT DISTRICT NO. 38.
 - ⊙ AREA DEDICATED TO THE PUBLIC FOR HIGHWAY PURPOSES
 - INDICATES 1" IRON PIPE (POUND), UNLESS NOTED
 - INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.08 LBS. PER LINEAL FOOT.
 - ▲ INDICATES FOUND MAG NAIL
 - △ INDICATES SET MAG NAIL
 - PARENTHESIS () INDICATES RECORDED DIMENSION
 - ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
 - ALL BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 17, T 5 N, R 21 E, WHICH BEARS NORTH 88°12'47" EAST

R.A. Smith National, Inc.
Beyond Surveying and Engineering

16745 W. Bluemound Road, Brookfield WI 53008
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

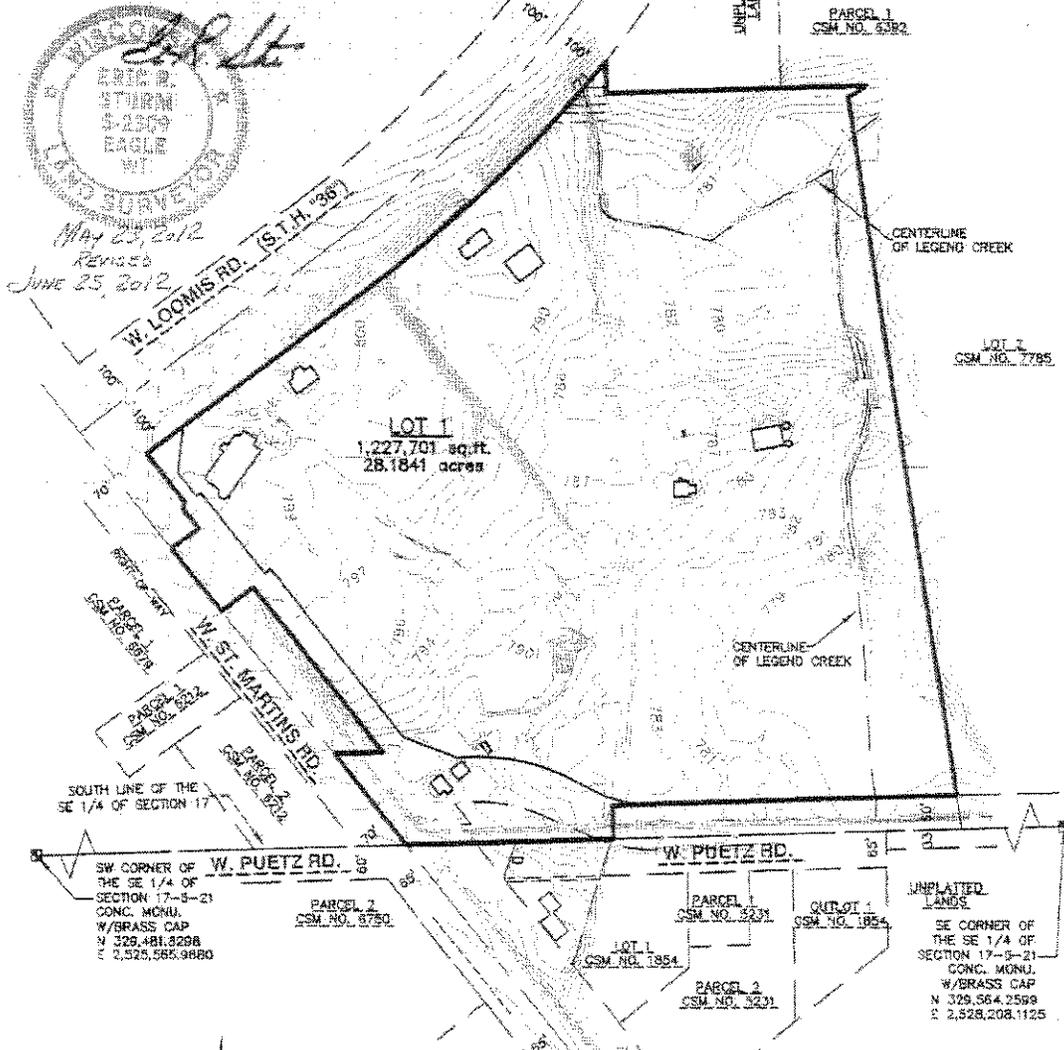
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CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 in Certified Survey Map No. 7785 and Lands in the Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 17, all in Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

EXISTING CONTOURS DETAIL SHEET

EXISTING CONTOURS SHOWN ARE AT A 1' INTERVAL



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 Pittsburgh, PA

5/21/03 Drawing
1306180.DWG/CSM17LS

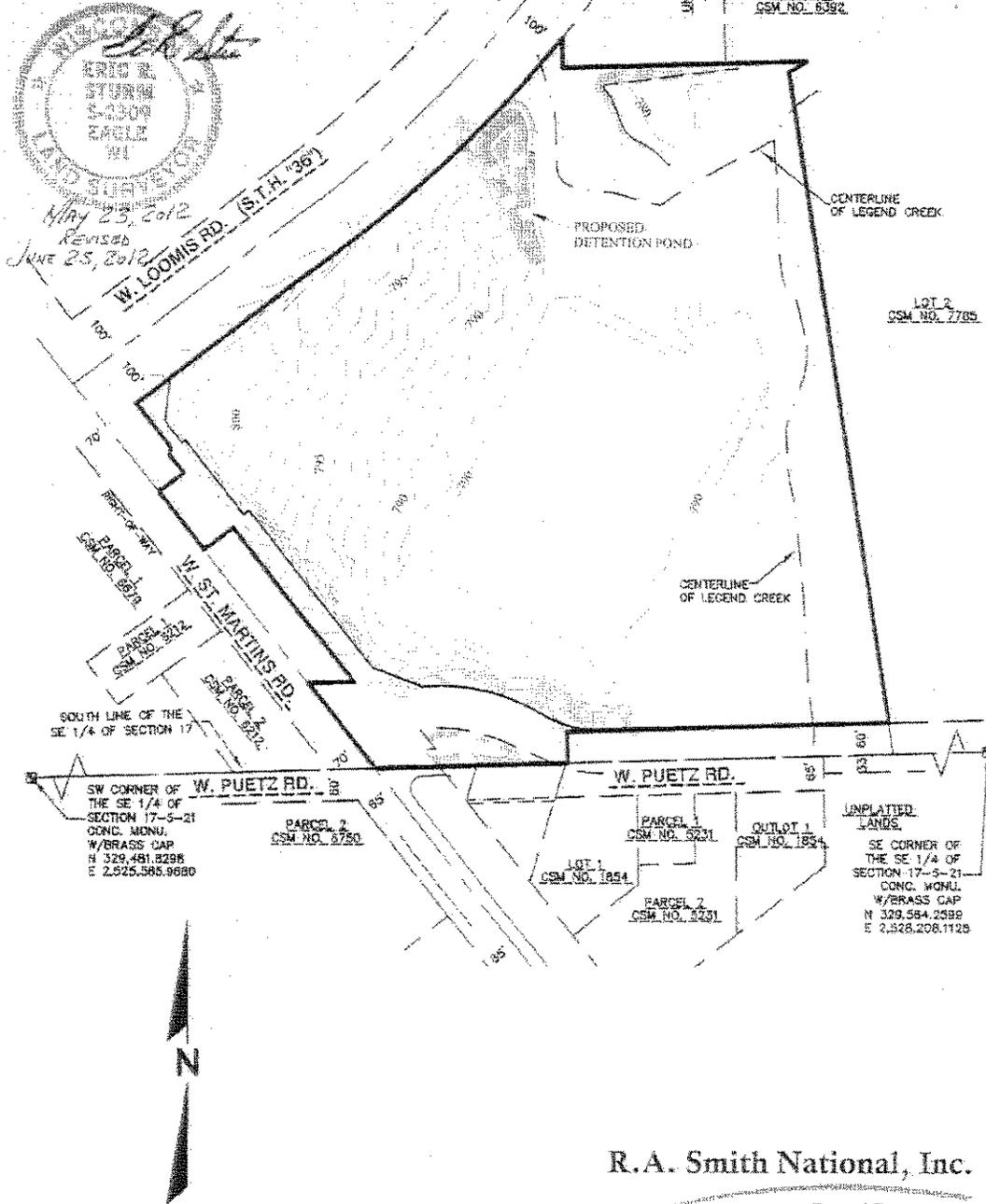
SHEET 3 OF 7 SHEETS

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 in Certified Survey Map No. 7785 and Lands in the Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 17, all in Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

PROPOSED CONTOURS DETAIL SHEET

PROPOSED CONTOURS SHOWN ARE AT A 1' INTERVAL



R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

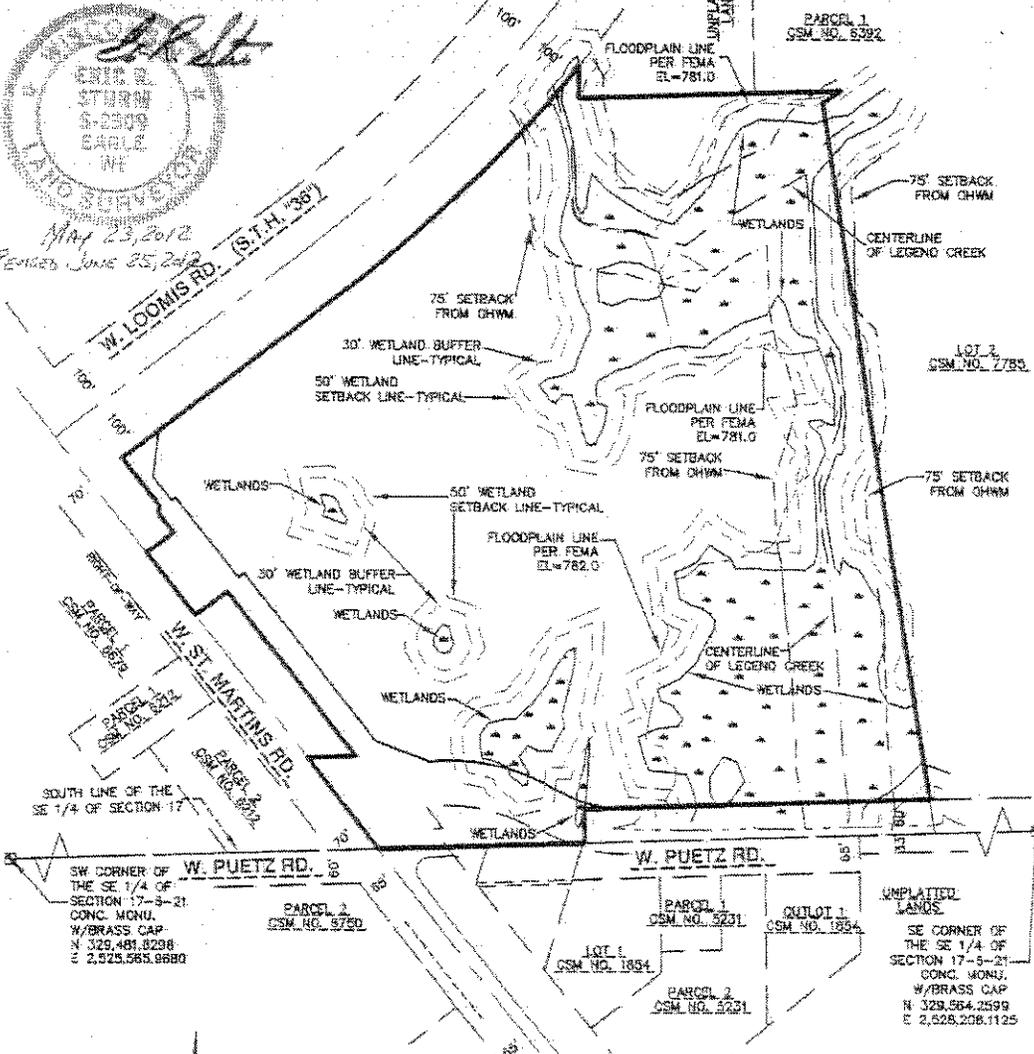
18745 W. Bluemound Road, Brookfield WI 53005
 262-781-1000 Fax 262-787-7373 www.rasmithnational.com
 Appleton, WI Orange County, CA Pittsburgh, PA

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CERTIFIED SURVEY MAP NO. _____

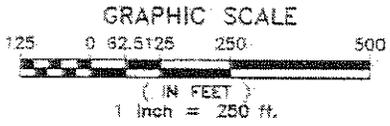
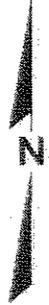
A division of Lot 1 in Certified Survey Map No. 7786 and Lands in the Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 17, all in Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

WETLANDS AND FLOODPLAIN DETAIL SHEET



RA Smith
 ERIC R. STURM
 6-2809
 EARLE
 WI
 LAND SURVEYOR
 MAY 23, 2012
 Renewed June 25, 2012

NOTES:
 -WETLANDS WERE DELINEATED ON
 JUNE 12, 2012 BY RA SMITH NATIONAL, INC.



R.A. Smith National, Inc.

*Beyond Surveying
 and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005
 262-781-1000 Fax 262-797-7373 www.rasmithnational.com
 Appleton, WI Orange County, CA Pittsburgh, PA

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CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 in Certified Survey Map No. 7785, and Lands in the Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 17, in Township 5 North, Range 21 East, 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 Lot 1 in Certified Survey Map No. 7785, and Lands in the Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 17, in Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin; More particularly described as follows:

COMMENCING at the Southeast Corner of the Southeast 1/4 of said Section 17; thence South 88°12'47" West along the South line of the Southeast 1/4 of said Section 17, 698.63 feet to a point; thence North 08°41'02" West, 60.44 feet to Southeast corner of said Lot 1 and the Point of Beginning; thence South 38°12'47" West along the South line of said Lot 1 814.39 feet to a point; thence thence South 00°24'45" East 60.02 feet to a point on the South line of the Southeast 1/4 of said Section 17; thence South 88°12'47" West along said South line 387.47 feet to a point; thence North 38°24'16" West 205.54 feet to a point; thence North 88°12'38" East 87.21 feet to a point; thence North 38°24'16" West 372.06 feet; thence South 53°09'44" West 70.03 feet to a point; thence North 38°24'16" West 141.00 feet to a point; thence North 53°09'44" East 60.01 feet to a point; thence North 38°24'16" West 43.54 feet to a point; thence North 10°37'00" East 13.25 feet to a point; thence North 38°24'16" West 107.94 feet to a point; thence North 53°11'38" East along the South right-of-way line of West Loomis Road (S.T.H. "36") 480.13 feet to a point; thence Northeasterly 589.46 feet along said South right-of-way line and the arc of a curve whose center lies to the North, whose radius is 2391.83 feet, and whose chord bears North 46°07'21" East 587.97 feet to a point; thence South 00°24'45" East 56.80 feet to a point; thence North 88°13'21" East 466.73 feet to a point; thence South 57°09'43" West 38.71 feet to a point; thence South 08°41'02" East along the East line of said Lot 1 1253.18 feet to the Point of Beginning. Containing 1,327,171 square feet, 30.4676 acres.

THAT I have made this survey, land division, and map by the direction of Legend Creek, LLC, a Wisconsin Limited Liability Company, as 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 May 23, 2017
REVISED
JUNE 25, 2012



Eric R. Sturm (SEAL)
ERIC R. STURM
REGISTERED LAND SURVEYOR S-2309

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 9/4/2012
Reports & Recommendations <i>[Signature]</i>	SUBJECT: A resolution awarding contract to the low bidder, LaLonde Contractors, Inc., for the installation of concrete sidewalk on S. 51st Street from W. Minnesota Avenue south 2,200 feet to the entrance to Clare Meadows in the amount of \$77,609.76	ITEM NO. <i>G.15.</i>

BACKGROUND

The City of Franklin received 4 bids for the S. 51st Street sidewalk extension project. This project consists of the installation of concrete sidewalk on S. 51st Street from W. Minnesota Avenue south 2,200 feet to Clare Meadows Senior Center. This handicap accessible sidewalk is the first two of three phases which will allow residents of Clare Meadows walking access to W. Rawson Avenue and shopping opportunities and St. Paul Lutheran Church and school. The third phase installation of sidewalk from W. Minnesota Avenue to W. Rawson Avenue is being planned for 2013.

ANALYSIS

The bids were reviewed by Engineering Staff and found to be correct. The construction estimate was \$82,230.00. Staff recommends award to the low bidder, LaLonde Contractors, Inc., a qualified contractor, for the total base bid amount of \$77,609.76.

If the contract is awarded, staff will pursue and prepare the request for the transfer of CDBG funds as needed. The project is scheduled to begin soon after the anticipated notice to proceed date of September 12, 2012, with installation of the sidewalk completed by October 31st and restoration completed by November 12, 2012.

OPTIONS

Accept bid and authorize contract

or

Reject bid, rebid early next year

FISCAL NOTE

The City has received project approval for Community Development Block Grant (CDBG) funding for this project construction for \$37,422 in 2011 funds; however, the final approval and CDBG contract for an additional \$37,422 in 2012 funds is not expected until next week. As such, approval should be contingent upon receipt of that contract. Additionally, the City has committed up to \$25,000 for this portion of the project of which only \$2,766 is needed to cover the base bid at this point.

RECOMMENDATION

Motion to approve Resolution No. 2012- _____, a resolution awarding contract to the low bidder, LaLonde Contractors, Inc., for the installation of concrete sidewalk on S. 51st Street from W. Minnesota Avenue south 2,200 feet to the entrance to Clare Meadows in the amount of \$77,609.76 and subject to the City receiving the 2012 Milwaukee County Community Development Block Grant (CDBG) funding authorization prior to September 17, 2012.

RJR/sg

ca\Awarding Contract to Low Bidder for Sidewalk on 51st from Minnesota to Clare Meadows 2012

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2012 - _____

A RESOLUTION AWARDDING CONTRACT TO THE LOWEST BIDDER, LALONDE CONTRACTORS, INC., FOR THE INSTALLATION OF CONCRETE SIDEWALK ON S. 51ST STREET FROM W. MINNESOTA AVENUE SOUTH 2,200 FEET TO THE ENTRANCE TO CLARE MEADOWS IN THE AMOUNT OF \$77,609.76

WHEREAS, the City of Franklin advertised and solicited bids for installation of concrete sidewalk on S. 51st Street from W. Minnesota Avenue south 2,200 feet to the entrance to Clare Meadows; and

WHEREAS, the low bidder was LaLonde Contractors, Inc. with a bid of \$77,609.76; and

WHEREAS, LaLonde Contractors, Inc. 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 \$77,609.76 to LaLonde Contractors, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that LaLonde Contractors, Inc. be awarded the contract for the S. 51st Street sidewalk project from W. Minnesota Avenue south 2,200 feet to the entrance to Clare Meadows on their low total base bid of \$77,609.76 in accordance with bid specifications.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with LaLonde Contractors, Inc. 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 _____

RJR/sg

Resolutions\Awarding Contract for Sidewalk on 51st from Minneosta to Clare Meadows 2012

2012 Installation Concrete Sidewalk – S 51st St

City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132

Due Thursday, August 30, 2012 - 11:00 am

	Name	Bid Bond?	TOTAL BASE BID (ITEMS 1 – 7)
1	Lalonde Contractors Inc.	✓	77,609. <u>76</u>
2	Marvin Gleason Contractors	✓	124,790.-
3	Milwaukee General Construction Co.	✓	91,495.-
4	Milwaukee Concrete, LLC		
5	D.C. Burbach, Inc.	✓	\$ 99,508.-
6	Arrow-Crete Construction		
7	Kuehne Co.		
8	Snorek Construction Inc.		
9	Zenith Tech, Inc.		
10	ENGINEER'S ESTIMATE		\$ 82,230.-

10% A
 10% A
 10% A
 10% A

Bid Awarded _____

SIDEWALK INSTALLATION - 51ST STREET FROM MINNESOTA AVE SOUTH 2200' TO ENTRANCE
TO CLARE MEADOWS
CITY OF FRANKLIN

ITEM NO.	BID QUANTITY	UNIT	UNIT DESCRIPTION AND UNIT PRICE WRITTEN	Engineer's Estimate		LaLonde Contractors		Marvin Gleason Cont.		Milwaukee General		D.C. Burbach		AVG UNIT PRICE
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1	1,100	Sq. Yds.	5 ft. Concrete Sidewalk (5")	\$44.00	\$48,400.00	\$40.50	\$44,550.00	\$66.00	\$72,600.00	\$52.25	\$57,475.00	\$54.35	\$59,785.00	\$53.28
2	125	Sq. Yds.	5 ft. Concrete Sidewalk (7")	\$52.00	\$6,500.00	\$53.18	\$6,647.50	\$70.00	\$8,750.00	\$58.00	\$7,250.00	\$71.00	\$8,875.00	\$63.05
3	320	Tons	Limestone Base 3/4" TB	\$14.00	\$4,480.00	\$25.25	\$8,080.00	\$27.00	\$8,640.00	\$12.00	\$3,840.00	\$14.00	\$4,480.00	\$19.56
4	30	LF	Curb Head Removal	\$35.00	\$1,050.00	\$25.47	\$764.10	\$50.00	\$1,500.00	\$40.00	\$1,200.00	\$33.00	\$990.00	\$37.12
5	2	Each	Detectable Domes Surface	\$350.00	\$700.00	\$253.33	\$506.66	\$400.00	\$800.00	\$400.00	\$800.00	\$350.00	\$700.00	\$350.83
6	2,200	Sq. Yds.	Restoration (Topsoil, seed, fertilizer & mulch)	\$5.50	\$12,100.00	\$4.40	\$9,680.00	\$10.00	\$22,000.00	\$4.40	\$9,680.00	\$3.99	\$8,778.00	\$5.70
7	150	Sq. Yds.	Asphalt Drive Patch	\$60.00	\$9,000.00	\$49.21	\$7,381.50	\$70.00	\$10,500.00	\$75.00	\$11,250.00	\$106.00	\$15,900.00	\$75.05
			TOTAL BASE BID (Items 1-7)		\$82,230.00		\$77,609.76		\$124,790.00		\$91,495.00		\$99,508.00	

<p>APPROVAL</p> <p><i>Slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>9/4/2012</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Franklin Historical Society's Request to Store Barn Materials at the Department of Public Works Yard at 7979 W. Ryan Road</p>	<p>ITEM NUMBER</p> <p><i>6.16.1</i></p>

The Franklin Historical Society (FHS) has been working towards incorporating a barn into the Lions Legend Park complex for a number of years. The Common Council had previously directed staff to work with them in trying to accomplish their goal. Although their tentative plans have changed, they have a current opportunity to obtain just such a historic structure, but they need to act very quickly if they want to preserve the materials. The FHS is prepared to have the barn professionally taken down in hopes of eventually moving and re-erecting it in Lions Legend Park next to the other historical buildings. In the interim, the FHS is requesting approval to store the barn wood at the Franklin Department of Public Works yard at 7979 W. Ryan Road. The FHS understands that, if approved herein, the City's willingness to allow storage of the materials at this time would not constitute approval of their current concept and that, ultimately, placement of or reconstruction of a barn in the historic structure complex would require Common Council approval of the more specific plans.

The following are questions that were raised by the Superintendent of Public Works with answers provided by Jim Luckey, President of the Franklin Historical Society:

What amount of area would be required? 30' by 30'.

Who would transport it? The FHS would hire a professional company.

How and who would do the stacking of the wood? The wood would be stacked uncovered on top of some of the unusable wood to keep it off the ground and done so by the contractor who is taking the barn down.

How long would the City be asked to store the barn? No more than 3 years.

Would the Franklin Historical Society agree that the City would sell the wood if not moved in the three-year period and be responsible for any cost beyond the sale dollars for its removal? Yes, the FHS would agree.

Does the Franklin Historical Society understand that the City would not be responsible in any way for any damage or anything at all that might happen to the storage materials? Yes, the FHS does understand that.

The Superintendent of Public Works is okay with the storage of the barn wood at the DPW yard as long as the Franklin Historical Society meets his requirements.

COUNCIL ACTION REQUESTED

Motion to authorize the storage of the barn wood for the Franklin Historical Society at the Department of Public Works yard for a period of 3 years.

OR

Direct the Director of Administration to prepare a "Letter of Understanding/Waiver and Release and Liability" incorporating at least the above conditions, in a form acceptable to the City Attorney, and authorize the Mayor and Clerk to execute such agreement if executed by The Franklin Historical Society.

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APPROVAL <i>Slw</i> 	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/4/2012
REPORTS & RECOMMENDATIONS	City Hall Elevator Repair	ITEM NUMBER <i>G.17.</i>

The City Hall elevator is currently out of order due to a damaged check valve in the power unit. This elevator is 33 years old and was purchased from the Dover Elevator Company, a company which went out of business 8 years ago, thus making repair parts largely unavailable.

Attached is a quote from Otis Elevator Company for \$13,611.99 to provide parts and labor necessary to install a new hydraulic power unit which would consist of a new pump, motor, control/check valve, oil tank, and muffler. The only other option available would be to put in a generic check valve; however, this option would run two-thirds the cost (\$8,000-\$10,000) of replacing all three components (pump, motor, check valve) due to being labor intensive, and this option does not address the fact that the other two components, the motor and pump, are 33 years old and have very limited life left as they are well beyond their normal life expectancy of 20-25 years.

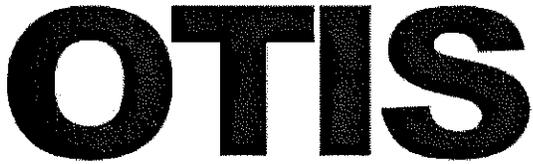
After evaluation of the other components and discussions with the service person and manager of Otis Elevator, the quoted option of replacing the hydraulic power unit is the best way to go. This option provides all new equipment with a 20-25 year life span and a 12-month parts warranty. If the City elects to obtain a full maintenance agreement through Otis, then the equipment would have a life-time warranty.

As this repair was not anticipated, monies are not currently available in the Municipal Building budget for 2012. The Capital Outlay Fund has a \$50,000 contingency appropriation that is appropriate for this kind of unexpected event.

Repairs should be made as soon as possible as this elevator is used daily by seniors attending the Senior Meal Program held in the Community Room at City Hall and is an important factor in making the building ADA handicap accessibly compliant.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration to execute the elevator repair proposal from Otis Elevator Company in the amount of \$13,611.99, using available contingency appropriations in the Capital Outlay Fund, subject to approval by the City Attorney's office of contract terms related to liability and insurance matters.



DATE: 08/27/2012

TO:
FRANKLIN CITY HALL
9455 W Loomis RD
Franklin, WI 53132

FROM:
Otis Elevator Company
6070 N Flint Road
Milwaukee, WI 53209

EQUIPMENT LOCATION:
FRANKLIN CITY HALL
9229 W LOOMIS RD
FRANKLIN, WI 53132

James Upp
Phone: (262) 240-3433
Fax: (262) 240-3401

MACHINE NUMBER(S): Z26935

PROPOSAL NUMBER: MRWBG0827128

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

ELEVATOR SAFETY AND IMPROVEMENT

As your selected service vendor, we feel it is our responsibility to inform you when new, safer, more dependable technology becomes available. We wish to limit your potential liability. Please consider making these upgrades to your elevator.

NEW POWER UNIT

Otis Elevator will provide parts and labor necessary to install a new hydraulic power unit on the above referenced elevator. The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise. A muffler is provided to dissipate pulsations and noise from the flow of hydraulic fluid. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

The proposal covers the following work:

- 1) We will remove all oil from the hydraulic oil reservoir, and piping.
- 2) The existing power unit will then be disconnected, electrically and hydraulically, and removed from the machine room.
- 3) We will install the new power unit and reconnect all electrical components. The old used oil will be replaced with new. Excess oil will be cleaned up.
- 4) We will reactivate the elevator system and adjust the new valve and power unit to appropriate acceleration, deceleration, and leveling patterns.

We will include all engineering, wiring, print, software, and control charges. All material provided shall be manufactured and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The price quoted below does not include sales tax or applicable permits (unless specified) and assumes that all work will be scheduled based on availability of material and manpower to complete the job efficiently. A local Otis

Representative will contact you to schedule the work. All work will be performed during the regular working days and hours of the Elevator Trade.

Otis Service and Repair Order

PRICE: \$13,611.99

Thirteen thousand six hundred eleven dollars and ninety-nine cents

This price is based on a fifty percent (50%) downpayment in the amount of \$6,806.00.

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: James Upp

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Rick Jandora

Title: _____

Title: General Manager

E-mail: _____

Name of Company: _____

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

Otis Service and Repair Order

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: A down payment of fifty percent (50%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefor, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control.
- We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.
- Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

Hydraulic Power Units

Improve your hydraulic elevator's reliability and performance with Otis' power units. Hydraulic power units are a key component of your elevator. Much like the engine in your car, they provide the power to move the elevator. The Otis Hydraulic Power Unit replaces your existing hydraulic machine with the latest technology for improved reliability and performance.

Consistent oil flow improves floor-to-floor times and leveling

Submerged design operates efficiently and quietly

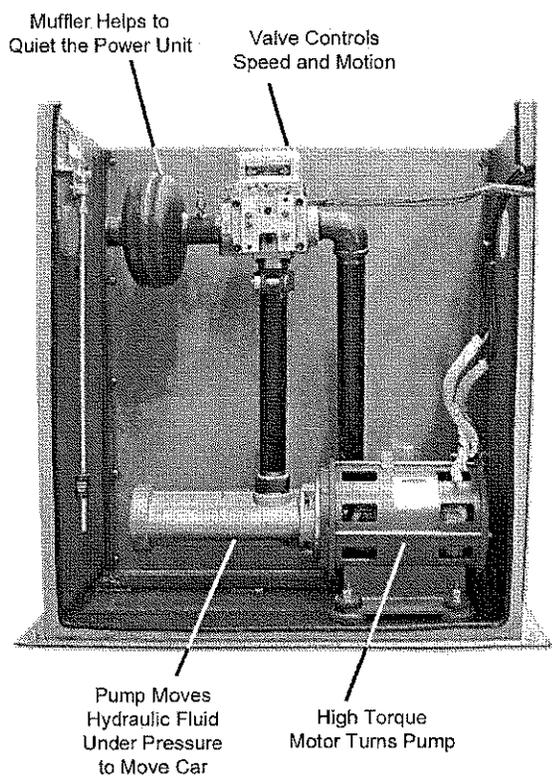
Reduced external oil leaks

Improved reliability reduces shutdowns

Your existing power unit consists of many interacting components, including valves, solenoids, pumps, and motors. As these age, they wear, resulting in greater potential for shutdowns and associated downtime. What's more, some power units use external pumps and motors that can start leaking as they age. Replacing all these components at once with a new power unit can improve reliability. Otis' design used a submerged pump and motor to minimize external leaks.

Power units are critical to providing the correct oil flow to the elevator's hydraulic cylinder. Improper oil flow can result in inconsistent floor-to-floor times and poor leveling. Installing a new Otis Hydraulic Power Unit can improve performance by providing more consistent oil flow.

The Otis Hydraulic Power Unit uses a submerged pump system so the pump, motor, and valve are inside the tank. This makes its operation quieter than that of externally mounted pumps and motors.



Hydraulic Power Units

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www.otis.com



<p>APPROVAL</p> <p><i>Slw</i> <i>[Signature]</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>9/4/2012</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Proposal from Industrial Roofing Services, Inc. for Roof System Analysis & Design, Project Document Development, and Project Administration for Roof Area 1 of Franklin City Hall</p>	<p>ITEM NUMBER</p> <p><i>G.18.</i></p>

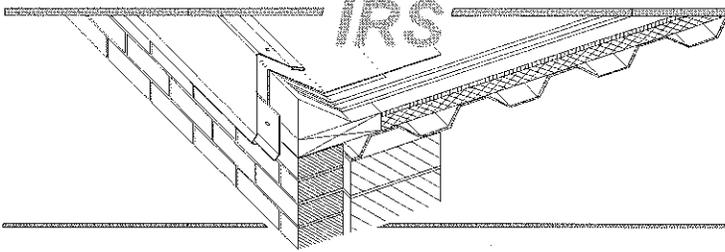
Attached is a proposal from Industrial Roofing Services, Inc. for roof system analysis, design (preparation of bid document components, contractor selection, bid analysis), and project administration (contract award, pre-construction meetings, final project approval, etc.) for Area 1 of the Franklin City Hall building, encompassing approximately 12,484 square feet of roof replacement, at a cost of 7% of the lowest responsible bid received (\$2,500 minimum fee). Core samples will be tested for asbestos-containing roofing materials for an additional charge of \$35 per sample; a maximum of 2 samples will be tested for each roof area involved in the project. Completion of this initial work will enable Engineering to complete the bidding process.

A Capital Outlay appropriation for \$145,000 was placed in the Capital Projects Fund to replace a portion of the roof to City Hall which was professionally inspected and recommended for replacement. The roof was initially recommended for replacement in 2007 by a roof survey performed in 2003.

Staff recommends approval of the attached proposal.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration to execute the "Proposal for Roof Specifications for City Hall" as submitted by Industrial Roofing Services, Inc., and subject to incorporation of boiler plate and contract terms as determined by the City Attorney's office.



Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone: (262) 432-0500

Fax: (262) 432-0504

www.irsroof.com

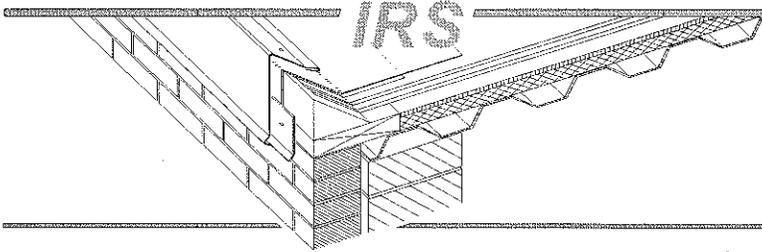
Proposal for
ROOF SPECIFICATIONS
for
CITY HALL

Submitted by
NATHAN ERDMAN

Prepared for
Mr. Bob Tesch
Building Operations Supervisor

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

August 23, 2012



Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone: (262) 432-0500

Fax: (262) 432-0504

www.irsroof.com

August 23, 2012

Mr. Bob Tesch
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Subject: **Proposal for Roof System Analysis & Design, Project Document Development, and Project Administration for Roof Area 1 of the City Hall, located at 9229 W. Loomis Road in Franklin, WI**

Dear Mr. Tesch:

Industrial Roofing Services, Inc. is pleased to submit the following proposal for roof system analysis, design, and project administration. This service allows you to select and install a roof system(s) meeting your requirements at a competitive price. This project encompasses approximately 12,484 sq.ft. of roof replacement

IRS shall provide all services necessary to furnish the following:

PHASE I: Roof System Analysis and Selection

Existing Roof Analysis: IRS will perform a complete roof analysis to determine the required scope of work. This will include core cuts to determine existing construction, analysis of existing drainage and the gathering of information to create accurate flashing details. This pre-design survey may include moisture surveys, additional core cuts, environmental analysis, etc.

Establish Roof System Scope of Work: IRS will develop potential roof system options and assist you in their review in order to determine the scope of work that best reflects your needs and available funding, including any additional work deemed necessary. Accurate budget figures will then be established to reflect the agreed upon scope of work.

PHASE II: System Design

Bidding Documents: IRS will develop a detailed specification package for the purpose of securing competitive bids on the selected roof system(s). Detailed perimeter and projection drawings are provided to eliminate questions regarding the intent of the design. All IRS specifications are written and designed to ensure a manufacturer's warranty and a competitive bidding situation among contractors and material manufacturers. Our fees include three sets of plans and specifications for the Owner.

Contractor Selection: IRS will assist you in selecting a group of contractors qualified in the installation of the specified roof system(s) to create a competitive bidding environment.

Pre-Bid Conference: IRS will conduct a pre-bid meeting to review the project specifications and pertinent site conditions with the prospective contractors and a representative of the owner. This meeting ensures a thorough understanding of the project specifications by everyone involved.

Bid Analysis: IRS will assist you in the evaluation of the bids.

PHASE III: Project Administration

Contract Award: IRS will perform necessary contract services: review of submittals for compliance with the bidding documents, review and approval of design changes, change orders, unit price requests, and applications for payment with retainages and lien waivers.

Pre-Construction Meeting: IRS will conduct a meeting with the contractor's foreman and a representative of the owner to review the project specifications and job site conditions. This meeting ensures clarification and resolution of any questions prior to the start of work.

Job Progress Observations: IRS will conduct one site visit every five work days, as well as additional visits when necessary due to unanticipated conditions such as, deteriorated roof deck, etc.

- ◆ Any additional site visits necessary as a result of contractor workmanship concerns will be conducted on an agreed-upon frequency and billed in accordance with IRS's current fee schedule.

Final Approval: IRS will conduct a final review of the project to ensure completed work and job site conditions are acceptable prior to approving the final application for payment. This is not in lieu of the manufacturer's warranty inspection.

Continuing Service: IRS will act as liaison between City of Franklin, the contractor, and the roof system manufacturer regarding all warranty questions during the warranty period.



Mr. Tesch
August 23, 2012
Page 3

FEES

Industrial Roofing Services, Inc. shall provide the above-described services for seven percent (7%) of the lowest responsible bid received (\$2,500.00 minimum fee). Core samples will be tested for asbestos-containing roofing materials (ACRMs) for an additional charge of thirty five dollars (\$30.00) per sample; a maximum of two samples will be tested for each roof area involved in the project. Our fees shall be invoiced during each phase of the project as follows:

- Phase I: 20% of the fees based on budget provided for agreed upon scope of work.
- Phase II: 40% of the fees based on accepted contract amount, to be adjusted if contract amount is less than budget amount.
- Phase III: 40% of the fees based on final contract amount.

AUTHORIZATION

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i.e. purchase order) to our corporate headquarters:

Industrial Roofing Services, Inc.
13000 West Silver Spring Drive
Butler, WI 53007
Fax: (262) 432-0504

Upon receipt of a purchase order or signed copy of the proposal we will enter the project in our system and schedule the work.

Should you have any questions regarding this proposal, please do not hesitate to call. We appreciate this opportunity and look forward to working with you on this project.

Sincerely yours,
INDUSTRIAL ROOFING SERVICES, INC.

Nathan Erdman

Nathan Erdman
Manager, Business Development

akp

Acknowledged by:

_____ **Date:** _____
 Name Title

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>9/04/12</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Population estimate as of January 1, 2012</p>	<p>ITEM NUMBER</p> <p><i>6.19.</i></p>

Franklin has received the preliminary estimate (35,504) as of January 1, 2012. If the Council wishes to challenge this estimate, such challenge must be submitted before September 15, 2012.

For your review, Franklin's prior population was as follows:

1960	10,006	2000	28,804
1970	12,247	4/1/00 census	29,494
1980	16,469	2001	30,199
1990	21,732	2002	30,749
1991	22,356	2003	31,467
1992	23,168	2004	31,804
1993	24,052	2005	32,548
1994	24,778	2006	33,000
1995	25,163	2007	33,380
1996	25,726	2008	33,550
1997	26,591	2009	33,700
1998	27,186	2010	33,900
1999	27,780	4/1/10 census	35,451
		2011	35,504
		2012	35,520

COUNCIL ACTION REQUESTED

Motion to place on file the Wis. Dept. of Administration January 1, 2012 population estimate of 35,520.

OR

Motion to direct Director of Clerk Services to submit challenge, based on information provided by staff, to State of Wisconsin 2012 population estimate no later than September 15, 2012.



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER

GOVERNOR

MIKE HUEBSCH

SECRETARY

Division of Intergovernmental Relations

Post Office Box 8944

Madison, WI 53708-8944

Voice (608) 266-0288

Fax (608) 267-6917

0986

SANDRA WESOLOWSKI
CLERK, CITY OF FRANKLIN
9229 W LOOMIS RD
FRANKLIN, WI 53132 - 9630

August 10, 2012

PRELIMINARY ESTIMATE OF JANUARY 1, 2012 POPULATION

Dear Municipal Clerk:

The Demographic Services Center's preliminary estimate of the January 1, 2012 population for the CITY OF FRANKLIN in MILWAUKEE County is **35,520**. This represents a change of 69 persons (0.2 percent) since the 2010 Census.

Wisconsin's total population is estimated at 5,703,500 which is a change of 16,514 persons and 0.3 percent.

Following is a summary of the data we used in estimating your population:

	2010 Census Count	2012 Preliminary Estimate
2010 U.S. Census Count	35,451	
January 1, 2012 Estimate		35,520
Motor vehicles registered	28,844	29,099
Percent of vehicles in State	0.548	0.566
Income tax filers	23,639	22,750
Percent of filers in State	0.650	0.659
Filers plus dependents	30,723	29,409
Percent of Filers plus dependents in State	0.623	0.633
Income tax returns	15,873	15,372
Percent of income tax returns in State	0.621	0.628
Institutional Population	1,989	1,601

In addition, in response to our housing survey that we sent you earlier this year, your municipality reported a net change of 94 housing units for calendar year 2011. (If we did not receive a survey from you, we estimated your change in housing stock or used other sources.)

Approximately 27,974 of the estimated population for the CITY OF FRANKLIN are of voting age. This courtesy estimate helps you to comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the census proportion of persons over 18 to the preliminary January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population. Please note that, if you have an adult correctional facility in your municipality, its population is included in this voting-age estimate.

If you believe that your Census 2010 population count may be in error, please contact the Demographic Services Center's staff. We can assist you with the Census Bureau's Count Question Resolution Program.

Contact person:

Philip Wells, 608-266-1927, philip.wells@wisconsin.gov

MUNICIPAL POPULATION ESTIMATE CHALLENGE FORM

If your municipality believes that the estimate is not a reasonable approximation of your population, complete this form and submit it **with administrative data** that can be used to evaluate the challenge. Submit the challenge **on or before September 15, 2012**.

Mail challenges to:

**Philip Wells
Demographic Services Center
WI Department of Administration
PO Box 8944
Madison, WI, 53708-8944
(608) 266-1927**

The Council/Board of the

Town

City

Village of: _____

in the County of: _____

has authorized me to submit a challenge to the correctness of the annual preliminary population estimate prepared for our municipality. The municipality contends the estimate is inaccurate because it is based upon inadequate information.

Evidence based upon administrative records or other information is presented in support of this contention, as required by §16.96 of the Wisconsin Statutes.

The statutes do not permit the Department of Administration to accept the results of a population enumeration conducted by any group, agency or unit of government other than the U. S. Census Bureau.

NAME: _____

TITLE: _____

MAILING ADDRESS: _____

DAYTIME TELEPHONE: () _____

SIGNATURE: _____ DATE: _____

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>9/04/12</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Committee of the Whole Recommendations</p>	<p>ITEM NUMBER</p> <p><i>G.20.</i></p>

The Council may act on recommendations from the Committee of the Whole meeting on September 4, 2012.

- A. Emergency Notification System-June 2012 Public Health Preparedness Exercise.
- B. Update on 2011-2012 Pertussis (Whooping Cough) Outbreak.
- C. Open Burning Permits and Invasive Species.
- D. Recycling handling-condominiums (referred from 8/7/2012 Common Council meeting).

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
<i>Slw</i>		9/4/2012
Licenses and Permits	Miscellaneous Permits	ITEM NUMBER
		<i>H.1.</i>
<p data-bbox="207 548 959 583">See attached list from meeting of September 4, 2012</p> <p data-bbox="565 1717 1084 1753" style="text-align: center;">COUNCIL ACTION REQUESTED</p>		



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Alderman's Room

September 4, 2012 – 6:00 pm

1.	Call to Order & Roll Call	Time		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2012-13 6:00 p.m.	Angeli, Sharon M 3318 W Woodward Dr Franklin, WI 53132 The Hideaway Pub & Eatery			
New Class A Combination 6:05 p.m.	D & M Management Group, LLC d/b/a Andy's Agent: Wayne Embry 5040 W Rawson Ave			
New Class A Combination	D & M Management Group, LLC d/b/a Andy's Agent: Wayne Embry 5120 W Ryan Rd			
Class B Combination Change of Premise Description	Mulligan's Irish Pub & Grille Agent: Brian Francis Location 8933 S 27 th St			
Operator	Gutierrez, Miquel A 913 W Washington St Milwaukee, WI 53204 Little Cancun			
Operator	Hinkley, Nicole L 5439 Rainbow Dr Franklin, WI 53132 Romey's Place			
Operator	Marinez Peguero, J Alfredo 7552 334 th Ave Burlington, WI 53105 Wal-Mart Store			
Operator	Torralba, Anderzon 1029 S 10 th St Milwaukee, WI 53204 Little Cancun			
Operator	Woythal, Maria 10990 W Forest Home Ave Hales Corners, WI 53130 Country Lanes			
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>slw</i> <i>CDP</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/4/12
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I.1.</i>

Provided separately for Council approval is a list of vouchers Nos. 144056 through 144225 in the amount of \$ 947,328.44. Included in this listing is \$ 23,231.59 in Library vouchers. The net City vouchers for September 4th are \$ 924,096.85.

Approval is requested for the net payroll dated August 24, 2012 in the amount of \$372,986.63.

COUNCIL ACTION REQUESTED

Motion approving net City vouchers in the range of Nos. 144056 through 144225 dated September 4th in the amount of \$ 924,096.85

Approval is requested for the net payroll dated August 24, 2012 in the amount of \$372,986.63.