

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
Reports & Recommendations	SUBJECT: A resolution for acceptance of temporary and permanent storm drainage easements for Tuckaway Shores Condominiums, Tuckaway Shores Condominiums Addition #1 and Tuckaway Shores Condominiums Addition #3 located on Tuckaway Shores Drive	6/28/16 ITEM NO. 5.16.

BACKGROUND

The reconditioning of the public road through Tuckaway Shores Condominium Development is included in the 2016 Street Program. In preparation of the road work, storm sewers including manholes and inlets are evaluated and as necessary repaired or replaced.

In Tuckaway Shores the storm pipe installed in 1982 was corrugated metal pipe and has exceeded its useful life and needs to be replaced with concrete pipe. Piping sloping from the street to its discharge in the development lake is also corrugated metal needing replacing but was not in right-of-way or assigned an easement.

ANALYSIS

In consistent approach City Engineering has met with the condo owner and their management to offer the relay of this pipe for the granting of public easement.

Terms of easement were consistent with City Engineering documents.

Three (3) pipe discharge locations and their temporary and permanent easements are included here.

The temporary easement allows for construction. The permanent will remain.

OPTION

Approve of acceptance of six (6) easements

or

Require more information, although time for summer paving is restricting

or

Deny

FISCAL NOTE

It is common for DPW to remove and replace pipe. The DPW has pipe available previously purchased and can be used for these relatively short runs in easement.

RECOMMENDATION

Motion to adopt Resolution No. 2016-_____, a resolution for acceptance of temporary and permanent storm drainage easements for Tuckaway Shores Condominiums, Tuckaway Shores Condominiums Addition #1 and Tuckaway Shores Condominiums Addition #3 located on Tuckaway Shores Drive.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2016 - _____

A RESOLUTION FOR ACCEPTANCE OF TEMPORARY AND PERMANENT
STORM DRAINAGE EASEMENTS
FOR TUCKAWAY SHORES CONDOMINIUMS, TUCKAWAY SHORES CONDOMINIUMS
ADDITION #1 AND TUCKAWAY SHORES CONDOMINIUMS ADDITION #3
LOCATED ON TUCKAWAY SHORES DRIVE

WHEREAS, easements, both temporary and permanent, are required to install, maintain and operate storm drainage for Tuckaway Shores Condominiums, Tuckaway Shores Condominiums Addition #1 and Tuckaway Shores Condominiums Addition #3 located on Tuckaway Shores Drive; 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 easements accepting it on behalf of the City.

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

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2016, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RA/db

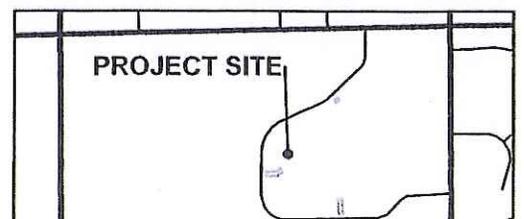


PERMANENT/TEMPORARY
EASEMENT - 1

PERMANENT/TEMPORARY
EASEMENT - 2

PERMANENT/TEMPORARY
EASEMENT - 3

**CITY OF FRANKLIN
ENGINEERING DEPARTMENT**



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STORM DRAINAGE EASEMENT 1

(Tuckaway Shores Condominiums)

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 Tuckaway Shores Condominiums, a Joint Venture Corporation, as owner (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 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, 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 SE 1/4 of Section sixteen (16), 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 the 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 and save harmless the Grantor from and against 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 improvements 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 0.05 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 hands and seals

ON THIS DATE OF: _____, 20__

Company Name

By: _____
Name and Title

STATE OF _____ SS
COUNTY OF _____

Before me personally appeared on the _____ day of _____, 20__, the above named

_____, _____ of _____
(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

NOTARY PUBLIC

My commission expires _____

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

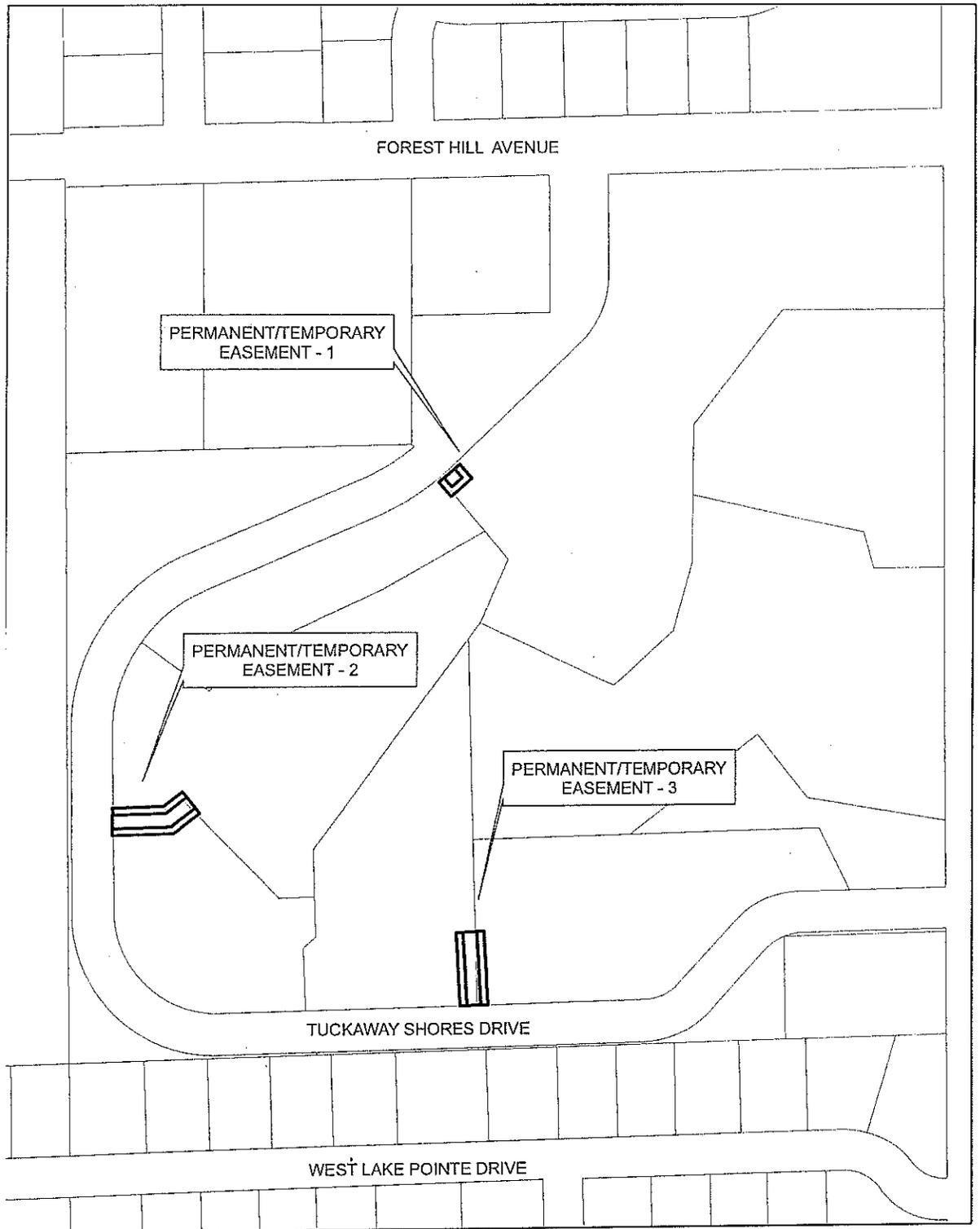
By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this _____ day of _____, 20__ before me personally appeared Stephen R. Olson 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 _____, 20__.

Notary Public

My commission expires _____



SCALE: 1" = 175'

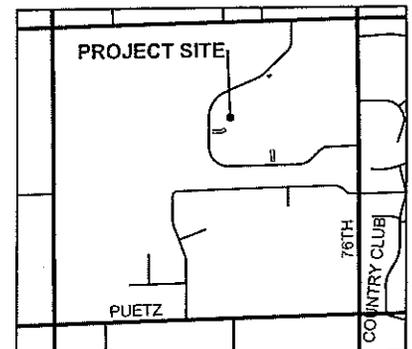
**CITY OF FRANKLIN
ENGINEERING DEPARTMENT**

**TUCKAWAY SHORES
STORM DRAINAGE EASEMENT**

PREPARED BY: RONNIE ASUNCION, ENG. LEAD TECH

REVIEWED BY: GLEN MORROW, CITY ENGINEER

RMA 6/13/2016



SE 1/4 SECTION 16

EASEMENT NO.1

Exhibit A
(Description of the Property)
Tuckaway Shores Condominiums

Recorded on April 22, 1982 at the Register's Office of Milwaukee County,
State of Wisconsin, Doc. No. 5536079, Reel No. 1440, Image No. 433 to 434 incl.

Being a subdivision of Outlot 1 of CSM No. 4042 and also a part of the Northeast 1/4 of the Southeast 1/4 of Section 16, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows

Beginning at the Northeast corner of said Southeast one-quarter section; thence South $00^{\circ} 32' 43''$ East, 255.00 feet along the East line of said one-quarter section; thence South $89^{\circ} 27' 17''$ West, 290.00 feet; thence South $37^{\circ} 15' 00''$ West, 212.00 feet; thence South $00^{\circ} 30' 00''$ West, 200.00 feet; thence South $16^{\circ} 45' 00''$ West, 100.00 feet; thence South $46^{\circ} 20' 00''$ West, 120.00 feet; thence North $64^{\circ} 00' 00''$ West, 214.19 feet; thence North $24^{\circ} 00' 00''$ East, 101.57 feet; thence North $40^{\circ} 21' 29''$ West, 215.77 feet to the Southwest corner of Outlot 1 of Certified Survey Map (C.S.M.) No. 4042, as recorded on Reel 1381 in Images 1468 to 1470 as Document No. 5481615 in the Office of the Register of Deeds of Milwaukee County; thence North $00^{\circ} 31' 06''$ West, 190.10 feet along the West line of said Outlot 1 to the Southwest corner of Lot 1 of said C.S.M.; thence North $88^{\circ} 40' 58''$ East, 200.08 feet along the South line of said Lot 1 to the Southeast corner of said Lot 1; thence North $00^{\circ} 34' 31''$ West, 199.95 feet along the East line of said Lot 1 to the Northeast corner of said Lot 1; thence North $88^{\circ} 41' 24''$ East, 135.91 feet along the North line of said Outlot 1 to the Northeast corner of said Outlot 1; thence North $00^{\circ} 32' 54''$ West, 45.00 feet along the East line of said C.S.M. to the Northeast corner of said C.S.M. and to the North line of said Southeast one-quarter section; thence North $88^{\circ} 41' 24''$ East, 492.56 feet along said North line to the point of beginning.

Exhibit B-1
 Depiction of the Facilities

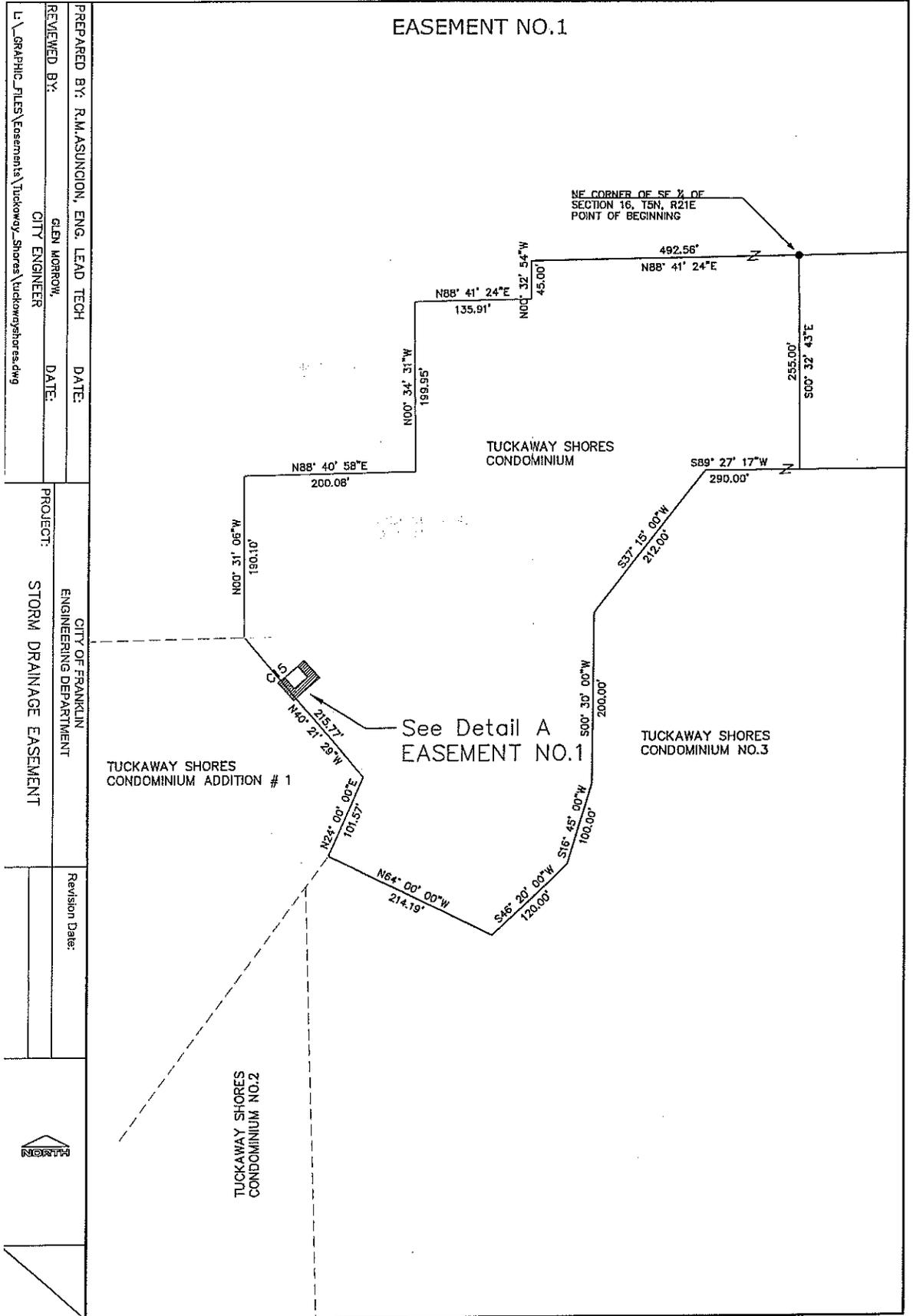


Exhibit B-2
Depiction of the Facilities

EASEMENT NO.1

NE CORNER OF SE 1/4 OF SECTION 16, T5N, R21E
POINT OF BEGINNING

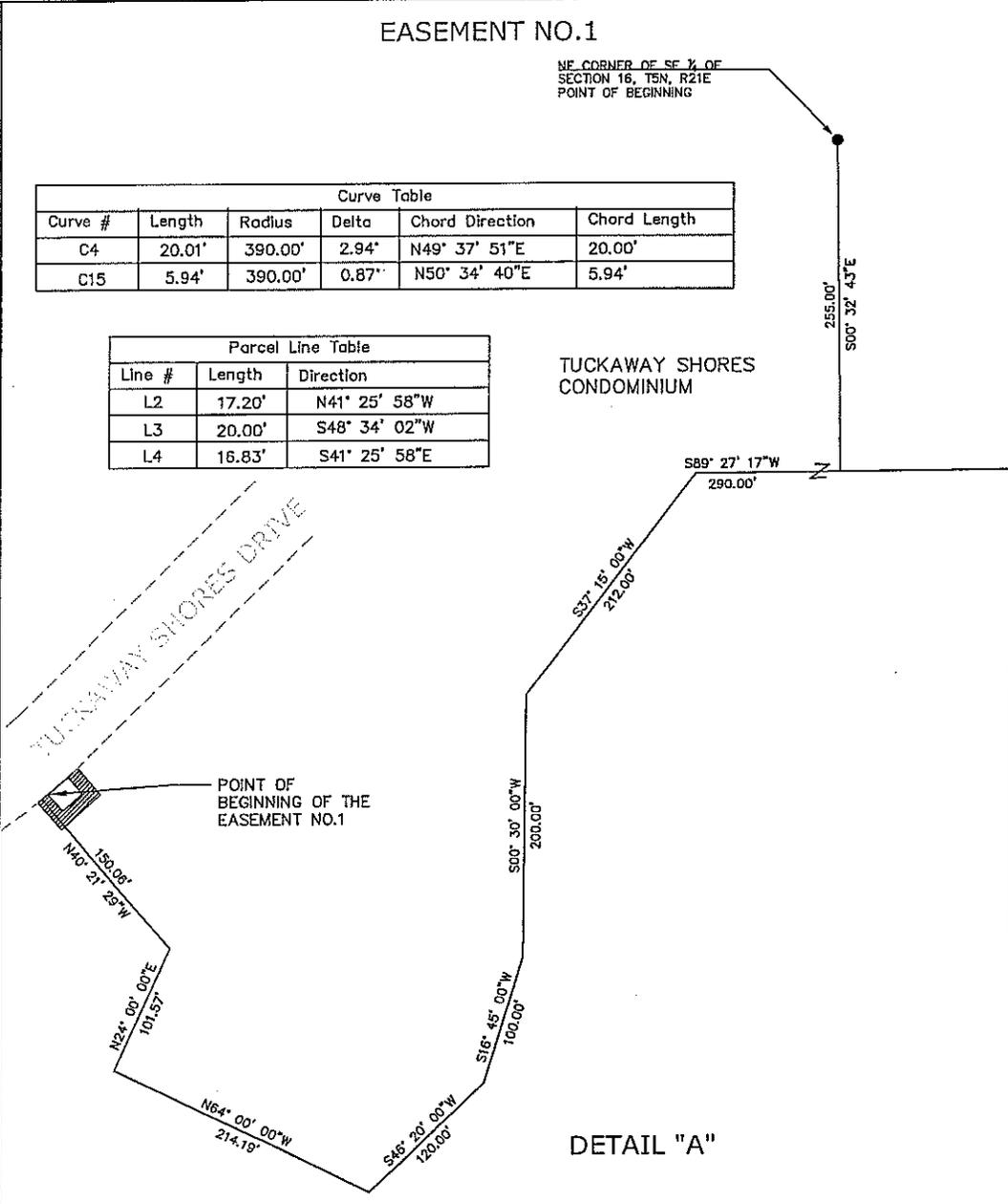
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C4	20.01'	390.00'	2.94"	N49° 37' 51"E	20.00'
C15	5.94'	390.00'	0.87"	N50° 34' 40"E	5.94'

Parcel Line Table		
Line #	Length	Direction
L2	17.20'	N41° 25' 58"W
L3	20.00'	S48° 34' 02"W
L4	16.83'	S41° 25' 58"E

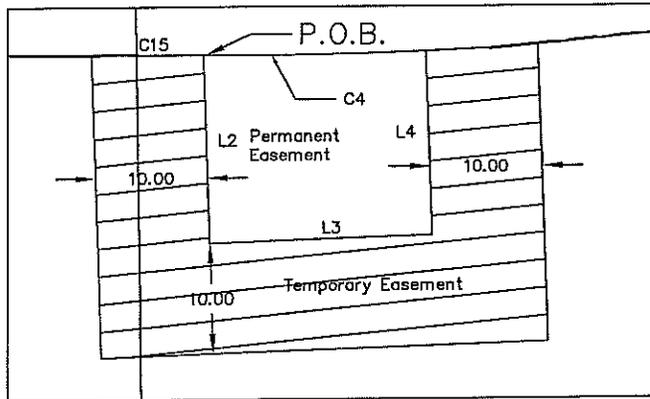
TUCKAWAY SHORES
CONDOMINIUM

PREPARED BY: R.M.ASUNCION, ENG. LEAD TECH
REVIEWED BY: GLEN MORROW, CITY ENGINEER
DATE: _____
PROJECT: STORM DRAINAGE EASEMENT
CITY OF FRANKLIN
ENGINEERING DEPARTMENT
Revision Date: _____

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DETAIL "A"



EASEMENT NO.1

Exhibit C-1
(Description of the Easement Area)

Permanent Easement
At
Tuckaway Shores Condominiums

Being the Southeast 1/4 of Section 16, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, and State of Wisconsin, which is bounded and described as follows:

Beginning at the Northeast corner of said Southeast one-quarter section; thence South 00° 32' 43" East, 255.00 feet along the East line of said one-quarter section; thence South 89° 27' 17" West, 290.00 feet; thence South 37° 15' 00" West, 212.00 feet; thence South 00° 30' 00" West, 200.00 feet; thence South 16° 45' 00" West, 100.00 feet; thence South 46° 20' 00" West, 120.00 feet; thence North 64° 00' 00" West, 214.19 feet; thence North 24° 00' 00" East, 101.57 feet; thence North 40° 21' 29" West, 150.06 feet to southerly right-of-way line of Tuckaway Shores Drive; thence 5.94 feet along the arc of a curve, whose center lies to the northwest and whose radius is 390.00 feet and with the chord bears North 50° 34' 40" East, 5.94 feet to the point of beginning of the lands to be described; thence 20.01 feet along the arc of a curve, whose center lies the northeast, whose radius is 390.00 feet and with the chord bears N 49° 37' 51" East, 20.00 feet; thence South 41° 25' 58" East, 16.83 feet; thence South 48° 34' 02" West, 20.00 feet; thence North 41° 25' 58" West, 17.20 feet to the point of beginning.

Lands contain 336.59 square feet ± or 0.01 acres.

EASEMENT NO.1

Exhibit C-2
(Description of the Easement Area)

Temporary Easement
At
Tuckaway Shores Condominiums

Being a part of the Northeast 1/4 of the Southeast 1/4 of Section 16, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, and State of Wisconsin, which is bounded and described as follows:

The 10-Ft offset outside the permanent easement, the southeast, southwest and the northeast side is the temporary easement for grading purposes only and it will be terminated upon completion of the project.

See Exhibit B-2

STORM DRAINAGE EASEMENT 2

(Tuckaway Shores Condominiums Addition #1)

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 Tuckaway Shores Condominiums Addition #1, a Joint Venture Corporation, as owner (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

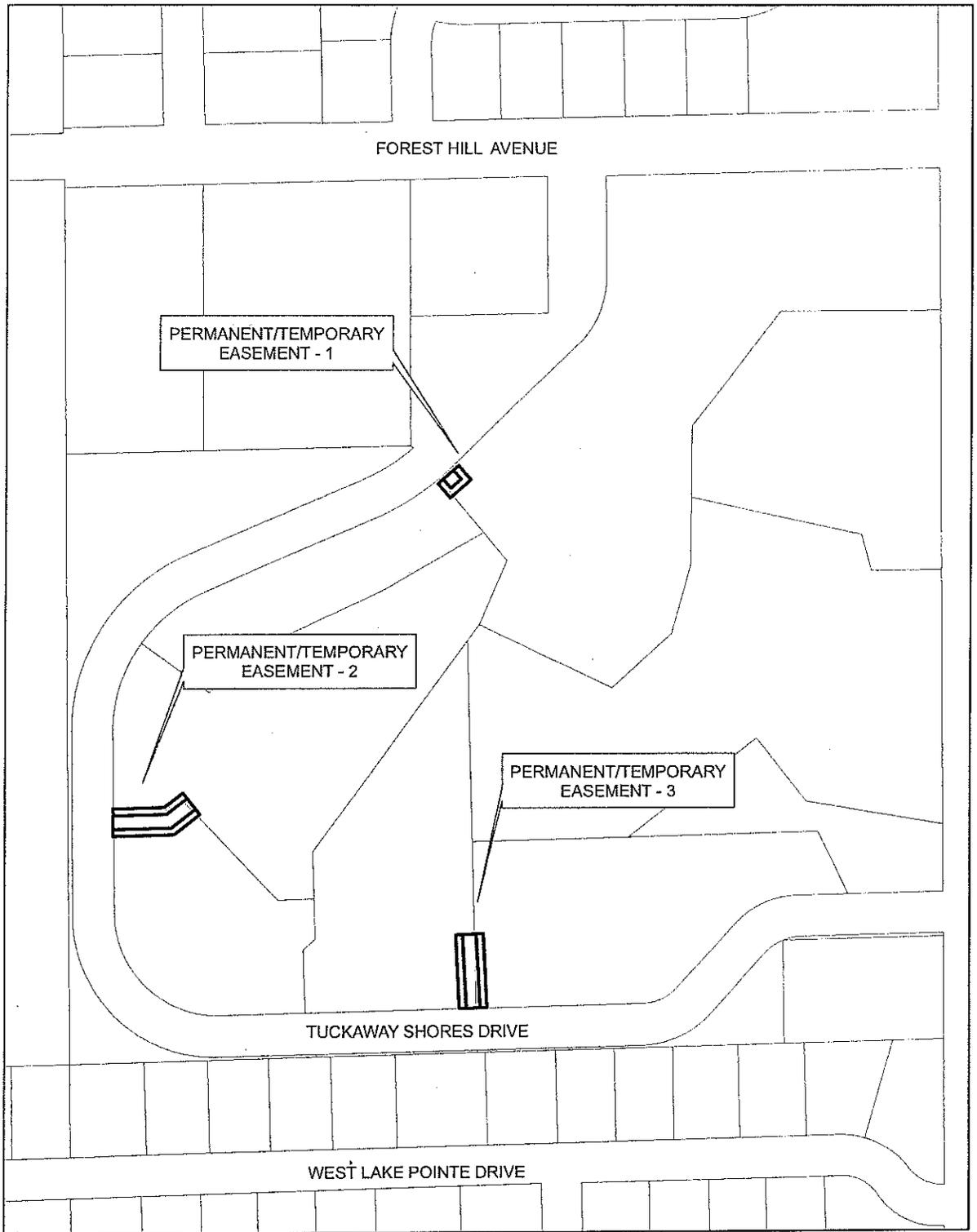
WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect 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 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, 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 SE 1/4 of Section sixteen (16), 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 the 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 and save harmless the Grantor from and against 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 improvements 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 0.05 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.



**CITY OF FRANKLIN
ENGINEERING DEPARTMENT**

**TUCKAWAY SHORES
STORM DRAINAGE EASEMENT**

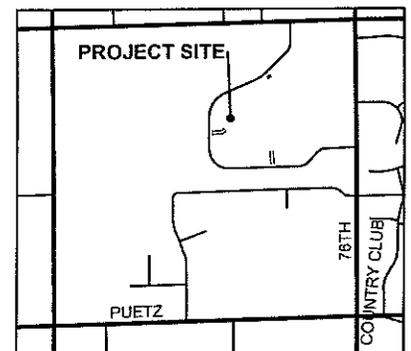


SCALE: 1" = 175'

PREPARED BY: RONNIE ASUNCION, ENG. LEAD TECH

REVIEWED BY: GLEN MORROW, CITY ENGINEER

RMA 6/13/2016



SE 1/4 SECTION 16

EASEMENT NO.2

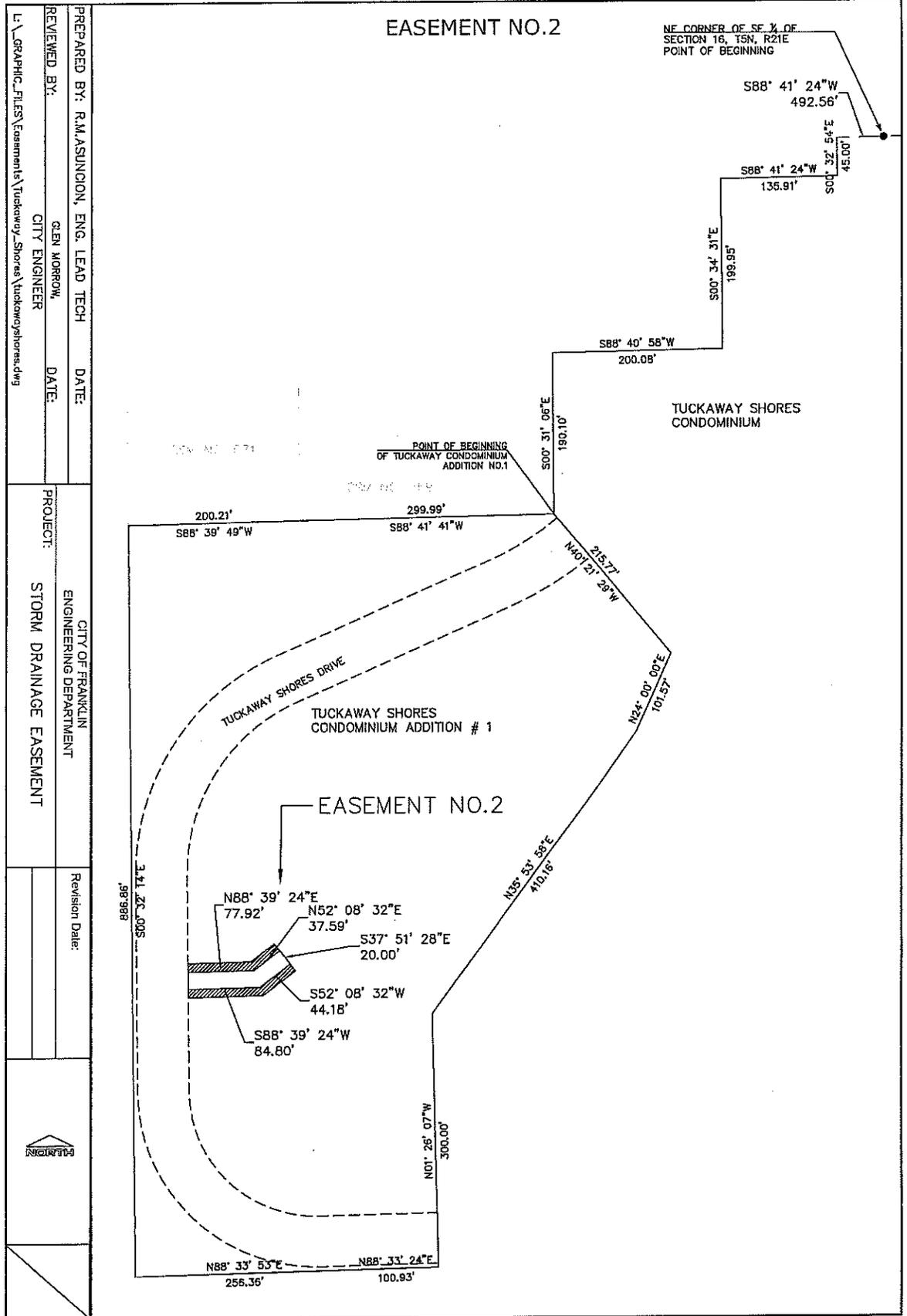
Exhibit A
(Description of the Property)
Tuckaway Shores Condominiums Addition No. 1

Recorded on November 12, 1982 at the Register's Office of Milwaukee County,
State of Wisconsin, Doc. No. 5576396, Reel No. 1483, Image No. 706 to 707 incl.

TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 16, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER SECTION; THENCE SOUTH $88^{\circ} 41' 24''$ WEST, 492.56 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER SECTION AND ALONG THE NORTH LINE OF TUCKAWAY SHORES CONDOMINIUMS, A SUBDIVISION RECORDED AS DOCUMENT NO. 5536079 IN THE REGISTER'S OFFICE OF MILWAUKEE COUNTY AND FILED IN VOLUME 113 OF PLATS ON PAGES 27 AND 28; THENCE SOUTH $00^{\circ} 32' 54''$ EAST, 45.00 FEET ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH $88^{\circ} 41' 24''$ WEST, 135.91 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH $00^{\circ} 34' 31''$ EAST, 199.95 FEET ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH $88^{\circ} 40' 58''$ WEST, 200.08 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION, THENCE SOUTH $00^{\circ} 31' 06''$ EAST, 190.10 FEET ALONG THE WEST LINE OF SAID SUBDIVISION TO THE SOUTHWEST CORNER OF LOT 2 OF SAID SUBDIVISION AND TO THE POINT OF BEGINNING; THENCE SOUTH $88^{\circ} 41' 41''$ WEST, 299.99 FEET ALONG THE SOUTH LINE OF CERTIFIED SURVEY MAP (C.S.M.) NO. 769, AS RECORDED IN SAID REGISTER'S OFFICE AS DOCUMENT NO. 4360011 IN REEL 393 ON IMAGES 71 AND 72, TO THE SOUTHWEST CORNER OF SAID C.S.M. 769; THENCE SOUTH $88^{\circ} 39' 49''$ WEST, 200.21 FEET ALONG THE SOUTH LINE OF C.S.M. NO. 671, AS RECORDED IN SAID REGISTER'S OFFICE AS DOCUMENT NO. 4313536 IN REEL 356 ON IMAGES 683 AND 684, TO THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SOUTHEAST ONE-QUARTER SECTION; THENCE SOUTH $00^{\circ} 32' 14''$ EAST, 886.86 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF PARCEL 2 AS DESCRIBED IN A WARRANTY DEED IN SAID REGISTER'S OFFICE AND RECORDED AS DOCUMENT NO. 5503434 IN REEL 1405 ON IMAGES 920 AND 921; THENCE NORTH $88^{\circ} 33' 53''$ EAST, 256.36 FEET ALONG SAID SOUTH LINE TO THE SOUTH LINE OF SAID NORTHEAST QUARTER-QUARTER SECTION; THENCE NORTH $88^{\circ} 33' 24''$ EAST, 100.93 FEET ALONG SAID SOUTH LINE OF SAID NORTHEAST QUARTER-QUARTER SECTION; THENCE NORTH $01^{\circ} 26' 07''$ WEST, 300 FEET; THENCE NORTH $35^{\circ} 53' 58''$ EAST, 410.16 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID TUCKAWAY SHORES CONDOMINIUMS, A RECORDED SUBDIVISION; THENCE NORTH $24^{\circ} 00' 00''$ EAST, 101.57 FEET ALONG SAID SOUTH LINE; THENCE NORTH $40^{\circ} 21' 29''$ WEST, 215.77 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. CONTAINING 9.4964 ACRES OF LAND.

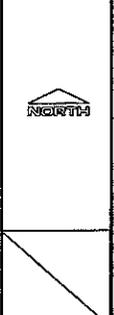
Exhibit B-1
 Depiction of the Facilities



PREPARED BY: R.M. ASUNCION, ENG. LEAD TECH
 REVIEWED BY: GLEN MORROW, CITY ENGINEER
 DATE: _____

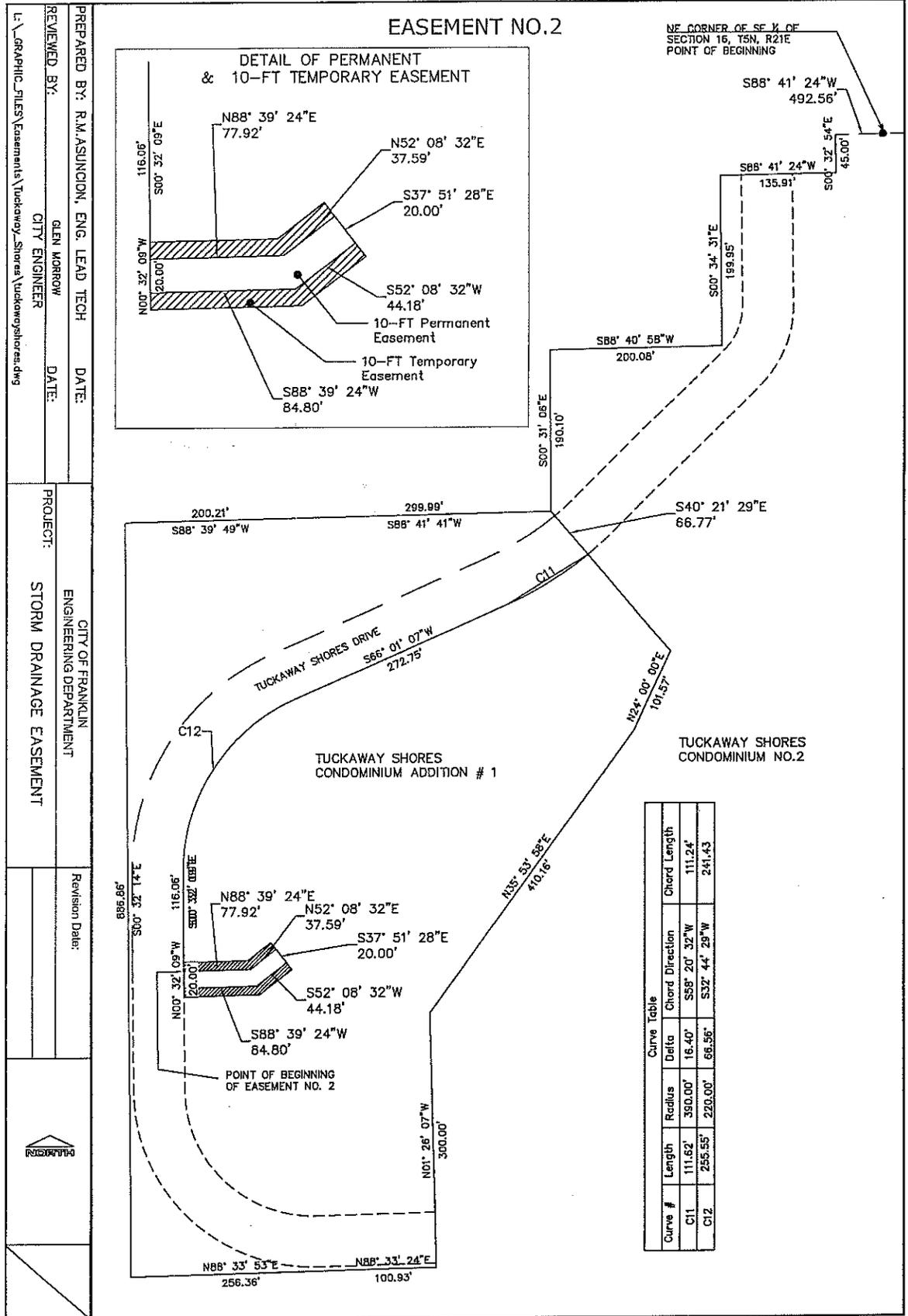
PROJECT: CITY OF FRANKLIN ENGINEERING DEPARTMENT
 STORM DRAINAGE EASEMENT

Revision Date: _____



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Exhibit B-2
Depiction of the Facilities



EASEMENT NO.2

Exhibit C-1
(Description of the Easement)

Permanent Easement
At
Tuckaway Shores Condominiums Addition No. 1

TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER SECTION; THENCE SOUTH 88° 41' 24" WEST, 492.56 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER SECTION AND ALONG THE NORTH LINE OF TUCKAWAY SHORES CONDOMINIUMS, A SUBDIVISION RECORDED AS DOCUMENT NO. 5536079 IN THE REGISTER'S OFFICE OF MILWAUKEE COUNTY AND FILED IN VOLUME 113 OF PLATS ON PAGES 27 AND 28; THENCE SOUTH 00° 32' 54" EAST, 45.00 FEET ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 88° 41' 24" WEST, 135.91 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 00° 34' 31" EAST, 199.95 FEET ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 88° 40' 58" WEST, 200.08 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION, THENCE SOUTH 00° 31' 06" EAST, 190.10 FEET ALONG THE WEST LINE OF SAID SUBDIVISION TO THE SOUTHWEST CORNER OF LOT 2 OF SAID SUBDIVISION; SOUTH 40° 21' 29" EAST, 66.77 FEET TO SOUTHERLY RIGHT-OF-WAY OF TUCKAWAY SHORES DRIVE; THENCE ALONG THE ARC OF A CURVE 111.62 FEET, WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 390.00 FEET, WITH CHORD BEARS SOUTH 58° 20' 32" WEST, 111.24 FEET ALONG THE SOUTHERLY LINE OF SAID RIGHT-OF-WAY; THENCE SOUTH 66° 01' 07" WEST, 272.75 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE 255.55 FEET, WHOSE CENTER LIES TO SOUTHWEST, WHOSE RADIUS IS 220.00 FEET WITH CHORD BEARS SOUTH 32° 44' 29" WEST, 241.43 FEET TO A POINT; THENCE SOUTH 00° 32' 09" EAST, 116.06 FEET TO A POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 88° 39' 24" EAST, 77.92 FEET TO A POINT; THENCE NORTH 52° 08' 32" EAST, 37.59 FEET TO A POINT; THENCE SOUTH 37° 51' 28" EAST, 20.00 FEET TO A POINT; THENCE SOUTH 52° 08' 32" WEST, 44.18 FEET TO A POINT; THENCE SOUTH 88° 39' 24" WEST, 84.80 FEET TO A POINT TO THE POINT OF BEGINNING. CONTAINING 2444.83 SQUARE FEET ± OR 0.06 ACRES OF LAND.

EASEMENT NO.2

Exhibit C-2
(Description of the Easement Area)

Temporary Easement
At
Tuckaway Shores Condominiums Addition No.2

TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 16, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

The outside 10.00- FT north and south offset from the permanent easement is the temporary easement for grading purposes only and it will be terminated upon completion of the project.

See Exhibit B-2

STORM DRAINAGE EASEMENT 3

(Tuckaway Shores Condominiums Addition #3)

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 Tuckaway Shores Condominiums Addition #3, a Joint Venture Corporation, as owner (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

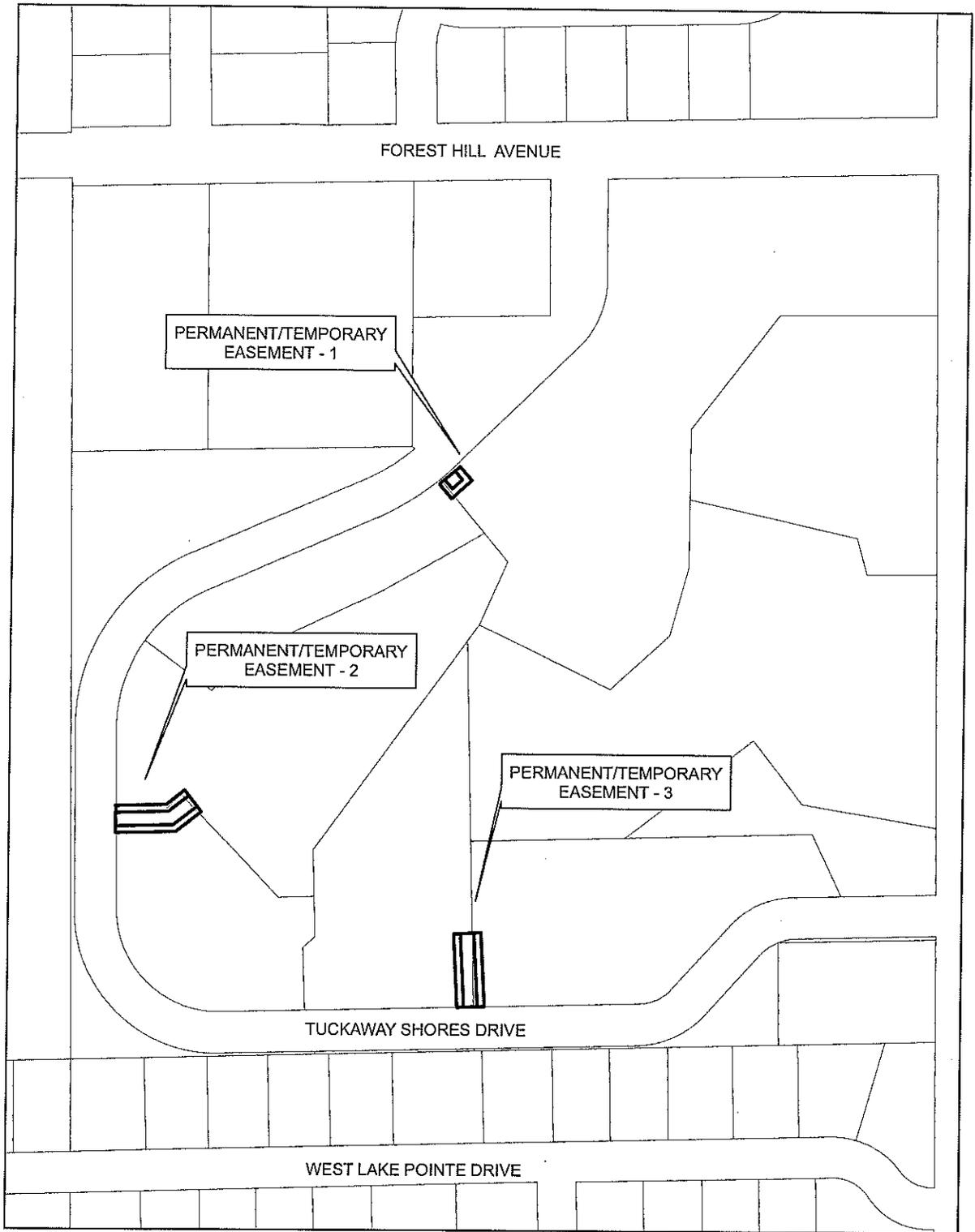
WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect 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 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, 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 SE 1/4 of Section sixteen (16), 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 the 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 and save harmless the Grantor from and against 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 improvements 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 0.05 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.



**CITY OF FRANKLIN
ENGINEERING DEPARTMENT**

**TUCKAWAY SHORES
STORM DRAINAGE EASEMENT**

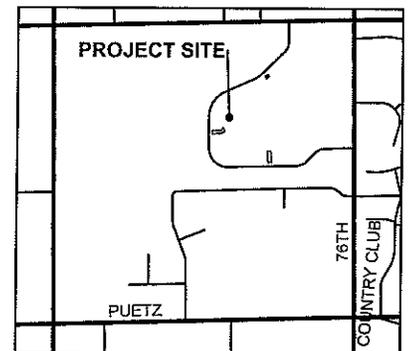


SCALE: 1" = 175'

PREPARED BY: RONNIE ASUNCION, ENG. LEAD TECH

REVIEWED BY: GLEN MORROW, CITY ENGINEER

RMA 6/13/2016



SE 1/4 SECTION 16

EASEMENT NO.3

Exhibit A
(Description of the Property)
Tuckaway Shores Condominiums Addition No. 3

Recorded on August 08, 1986 at the Register's Office of Milwaukee County,
State of Wisconsin, Doc. No. 5947887, Reel No. 1933, Image No. 555.

TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 3 being a part of the NE ¼ of the SE ¼ of Section 16, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the NE corner of said SE ¼ Section; thence S 00° 32' 43" E, along the East line of said ¼ Section 255.00 feet to the place of beginning of the land to be described; thence continuing S 00° 32' 43" E, along said East line 194.28 feet; thence S 89° 01' 27" W, 257.85 feet; thence S 07° 00' 52" W, 321.14 feet; thence S 05° 16' 06" E, 165.78 feet; thence S 25° 28' 20" E, 190.12 feet to a point on the North line of Tuckaway Shores Drive; thence N 88° 33' 24" E, along said North line, 206.34 feet to a point on the East line of said SE ¼ Section; thence S 00° 32' 43" E, along said East line, 65.00 feet, thence S 88° 33' 24" W, 290.40 feet; thence S 00° 32' 43" E, 149.99 feet; thence S 88° 33' 24" W, 459.01 feet; thence N 01° 26' 36" W, 591.18 feet; thence N 35° 53' 58" E, 43.90 feet; thence S 64° 00' 00" E, 214.19 feet; thence N 46° 20' 00" E, 120.00 feet; thence N 16° 45' 00" E 100.00 feet; thence N 00° 30' 00" E, 200.00 feet; thence N 37° 15' 00" E, 212.00 feet; thence N 89° 27' 17" E, 290.00 feet to the place of beginning.

Exhibit B-1
 Depiction of the Facilities

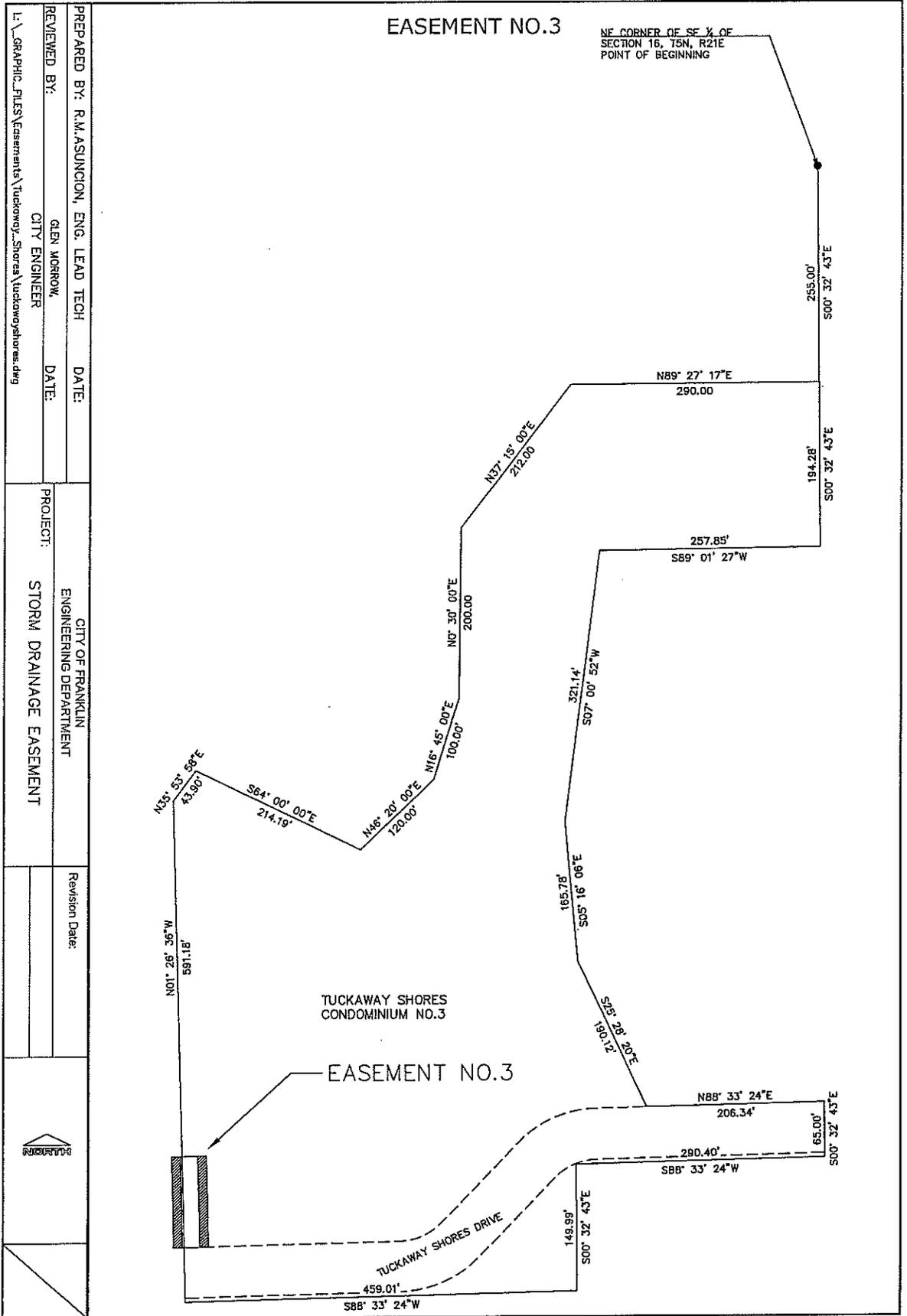
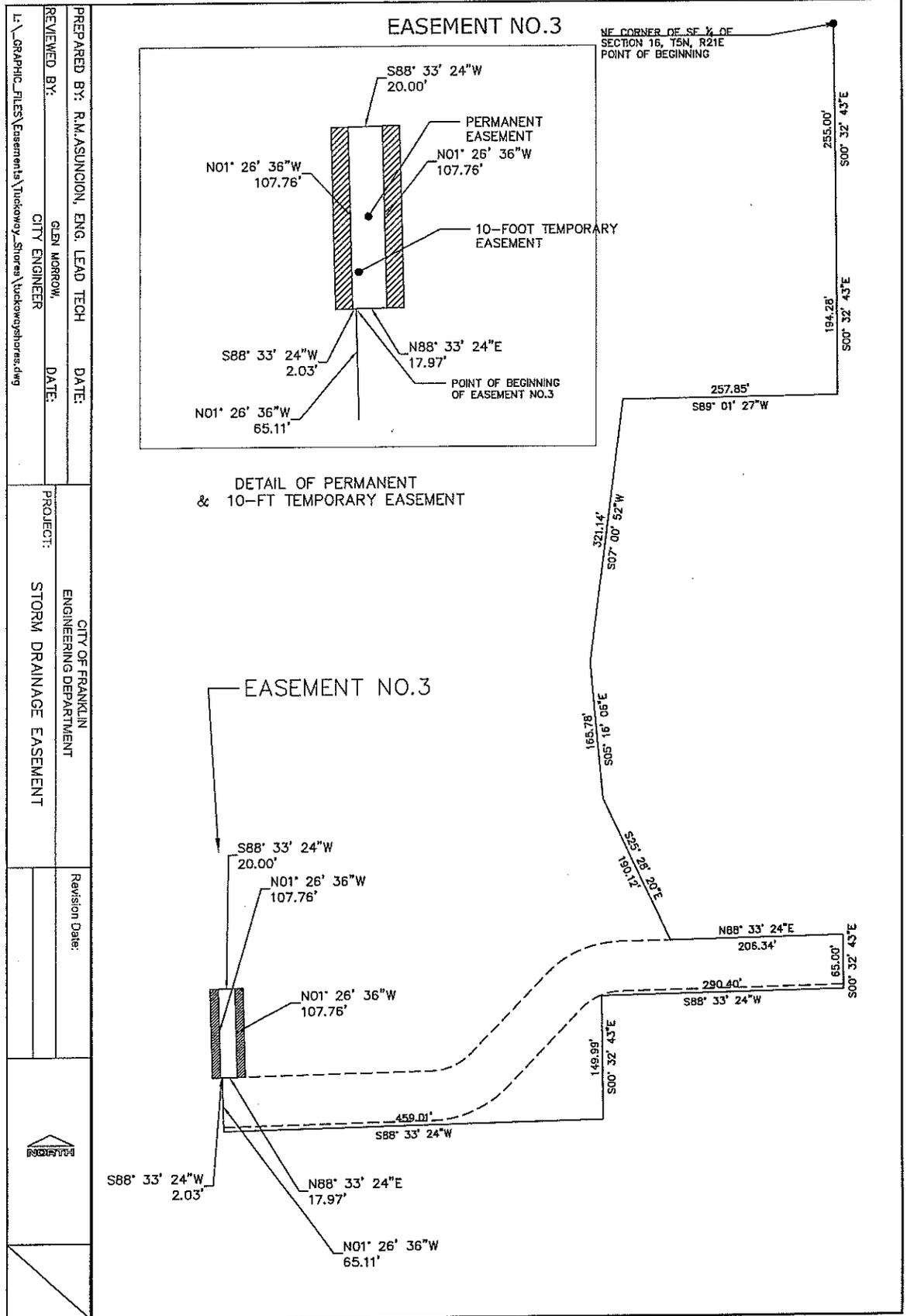


Exhibit B-2
Depiction of the Facilities



EASEMENT NO.3

Exhibit C-1

(Description of the Easement)

Tuckaway Shores Condominiums Addition No. 3

TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 3 being a part of the NE ¼ of the SE ¼ of Section 16, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the NE corner of said SE ¼ Section; thence S 00° 32' 43" E, along the East line of said ¼ Section 255.00 feet to the place of beginning of the land to be described; thence continuing S 00° 32' 43" E, along said East line 194.28 feet; thence S 89° 01' 27" W, 257.85 feet; thence S 07° 00' 52" W, 321.14 feet; thence S 05° 16' 06" E, 165.78 feet; thence S 25° 28' 20" E, 190.12 feet to a point on the North line of Tuckaway Shores Drive; thence N 88° 33' 24" E, along said North line, 206.34 feet to a point on the East line of said SE ¼ Section; thence S 0° 32' 43" E, along said East line, 65.00 feet, thence S 88° 33' 24" W, 290.40 feet; thence S 00° 32' 43" E, 149.99 feet; thence S 88° 33' 24" W, 459.01 feet; thence N 01° 26' 36" W, 65.11 feet to a point of beginning of the lands to be described; thence N 88° 33' 24" E, 17.97 feet to a point; thence N 01° 26' 36" W, 107.76 feet to a point; thence S 88° 33' 24" W, 20.00 feet; thence S 01° 26' 36" E, 107.76 feet; thence S 88° 33' 24" W, 2.03 feet to the point of beginning.

The lands contain 2,155.20 square feet ± or 0.05 acres.

EASEMENT NO.3

Exhibit C-2
(Description of the Easement Area)

Temporary Easement
At
Tuckaway Shores Condominiums Addition No. 3

TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 3 being a part of the NE ¼ of the SE ¼ of Section 16, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

The 10.00-FT offset outside the permanent easement, the west and east is the temporary easement for grading purposes only and it will be terminated upon completion of the project.

See Exhibit B-2

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<p style="text-align: center;">APPROVAL</p> 	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 6/28/2016</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">City of Franklin's Community Development Block Grant Program Projects for 2017</p>	<p style="text-align: center;">ITEM NUMBER 8.17.</p>

The Department of Administration staff recently attended a mandatory meeting at Milwaukee County Housing Division regarding changes to the Community Development Block Grant (CDBG) process and timeline per HUD and Milwaukee County requirements. A major change involves the timeline for the availability of funds from Milwaukee County. Milwaukee County is required to submit an Annual Plan to HUD, which in the past was approved within 45 days. Now the annual plans are not approved until all annual plans are submitted and the HUD allocation is known. Congress then needs to pass their budget for the year. Normally, annual CDBG grant funding was available to the County as soon as HUD funding was available; now the annual grants will not be available to Milwaukee County until all annual plans are approved which could be as late as October. Another major change is that Milwaukee County can no longer provide funding to applicants for CDBG projects/activities until the annual grant for that year is received by the County. Milwaukee County is looking to change the CDBG program year to a July 1-June 30 period instead of the current January 1-December 31 program year, but states that it is a long process that could take 1 to 2 years to make such a change. The change would align them better with other areas of the country and better align projects with the project funding timeline.

In the past, CDBG applications were due mid-July of each year. Now due to the above changes, the timeline for 2017 applications is as follows:

July 18, 2016: First public hearing on Milwaukee County's Proposed 2017 Annual Plan.

July 19, 21, 26, 28: Training for 2017 Applicants.

August 1, 2016: CDBG application available to municipalities and non-profits.

August 22, 2016: CDBG applications due to Milwaukee County Housing by 12 Noon.

September 12, 2016: Second Public Hearing on Milwaukee County's Final 2017 Annual Plan (which encompasses applicant's requests/funding amounts).

Since the 2017 CDBG applications will not be available until August 1st and are then due by Noon on August 22nd, the Common Council will need to provide direction by the July 19 or August 2, 2016 Council Meeting on what projects the City will submit applications for and/or letters of support as to meet the August 22nd application deadline.

2016 CDBG PROJECT ALLOCATIONS

Background Information: During the past few years, the Milwaukee County CDBG program has had increasing pressure from HUD to ensure approved projects meet the federal requirement that no more than 15% of project dollars go towards Public Service projects, social service type programs not involving construction. At the same time, the County and HUD have become much more stringent in their interpretation as to what qualifies as an allowable Public Service expenditure. In past years, enough Milwaukee County communities had dedicated sufficient funds toward construction projects (as is the focus of the CDBG project according to federal law) such that some communities, such as Franklin, could exceed their public services expenditure cap and the County, as a whole, could still meet the federal standard. That is

clearly no longer the case. Our 2016 applications are at 15.7% Public Service expenditures. The City is also following the County's recommendation that certain programs should have funding go directly to the provider agency. For example, the last couple of years the City provided a letter of support for Southwest Interfaith to receive \$5,000 for "Elderly Persons Home Support Services" and a letter of support for Oak Creek Salvation Army (which serves Franklin) to receive \$3,000 for "Homelessness" instead of the money passing through the City. Note that the County considers those projects that receive a letter of support as using a portion of our allocation.

Below is a synopsis of the City's CDBG projects over the last 3 years.

USES OF CDBG ALLOCATIONS	2014 Contracts	2015 Contracts	2016 Contracts
College Ave. ADA Compliant Sidewalk			\$65,193
Senior Meal Program Kitchen Roof Venting		\$14,836	
City Hall ADA Signage for Severely Disabled		9,891	
Franklin Home Repair Grant Program		19,782	
Senior Dining ADA Fire Alarm Project (2014)	\$45,538		
Clare Meadows 51st Street Handicap Sidewalk			
Public Service Projects:			
Senior Community Health Educational Program		4,945 8.6%	4,124 5.3%
Oak Creek Salvation Army - Homelessness		3,000 (Letter) 5.2%	3,000 (Letter) 3.9%
Elderly Persons Home Support Services (SW Interfaith)	5,000 (Letter) 8.4%	5,000 (Letter) 8.7%	5,000 (Letter) 6.5%
Senior Travel Program/Senior Health Programming	8,643 14.6%	0 0%	0 0%
SUBTOTAL – Public Service Projects	\$13,643 23.0%	\$12,945 22.5%	\$12,124 15.7%
CDBG TOTAL	\$59,181	\$57,454	\$77,317

The City currently has three projects that can be considered as serving a Public Service purpose: the Senior Health-Related Educational Programming (\$4,124), the Oak Creek Salvation Army—Homelessness Program (\$3,000), and the Southwest Interfaith Elderly Home Support Services (\$5,000). For the last two of these, we provide a letter of support and the agency is the direct applicant.

Note that the County cannot yet issue contracts for 2016 because they are awaiting their contract from the federal government. After execution of the contract, the projects can commence without risk and reimbursements retroactive to the start of the year can be processed.

2017 Project Requests: Since the first public hearing on Milwaukee County's proposed 2017 Annual Plan is not scheduled until July 18, 2016, we do not know what Milwaukee County anticipates as the 2017 funding allocation for the City of Franklin.

For 2017, the Director of Administration recommends continuing to fund the current Public Service Projects: 1) The Senior Health-Related Educational Programming by the Franklin Health Department, 2) letter of support for the Oak Creek Salvation Army – Homelessness Program, and 3) letter of support for the Southwest Interfaith Elderly Home Support Services. If the Common Council agrees, the City will forward a letter of support to SW Interfaith and the Salvation Army, and those agencies will then proceed to prepare and submit the necessary 2016 application to Milwaukee County. City staff will directly participate in the application process for these projects only if it becomes required for whatever reason. Also note that it is possible that the County could reduce the total of available funds for Franklin Public Service projects to around \$8,000-\$9,000, which is 15% of a typical allocation between \$50,000-\$60,000.

Also for 2017, absent any other ideas, the Director of Administration suggests that the City once again apply (as it did in 2015) for funding towards a "Franklin Home Repair Grant Program". In 2015, the City was

awarded \$19,782 in funding towards such "Home Repair Program" which was administered directly through Milwaukee County. The Milwaukee County Home Repair Program provides grants to low-income owner-occupants of single-family homes to make necessary repairs to their homes. Typical repairs include making accessibility accommodations, repairing electrical systems, water/sewer service, and/or porches; replacing roofs, siding, trim, and/or windows. Per Milwaukee County, the 2015 Franklin Home Repair Grant Program monies helped three Franklin single-family homes with repairs with one pending, that if approved in the near future will expend the remaining funds of the 2015 Franklin Home Repair Grant Program (approximately \$4,300 remaining for the pending project).

Final Recommendation Summary: Absent any other suggested projects, the Director of Administration recommends completing and submitting final 2017 Milwaukee County CDBG applications for the following City of Franklin projects and amounts:

2017 Recommended Franklin CDBG Applications:	Amount:
Senior Health-Related Educational Programming (Health Department)	\$5,000
Southwest Interfaith Elderly Home Support Services (Letter of Support-\$5,000)	5,000
Oak Creek Salvation Army—Homelessness (Franklin portion, Letter of Support-\$3,000)	3,000
Franklin Home Repair Grant Program (Remaining amount)	37,000-47,000
Total 2017 Franklin Application Submittal	\$50,000-\$60,000

NOTE: A public hearing by the City of Franklin is not required. The County Board has scheduled to hold a public hearing on all project recommendations on September 12, 2016.

COUNCIL ACTION REQUESTED

Motion to table until the meeting of [July 19, 2016 or August 2, 2016] in order to allow individuals the opportunity to propose projects.

-OR-

Motion to authorize the Director of Administration to submit Letters of Support for the Southwest Interfaith Elderly Home Support Services Program for \$5,000 and Oak Creek Salvation Army—Homelessness Program for \$3,000; to submit a project application for Senior Health-Related Educational Programming for \$5,000; and to submit a project application for a Franklin Home Repair Grant Program, that would be administered directly through Milwaukee County, for the remaining portion of annual allocation.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/28/2016
REPORTS & RECOMMENDATIONS	Job Description, Wage Scale, and an "Extended-Term Part-Time Position with Benefits - Partial Benefits Designation" for the Position of Library Clerk	ITEM NUMBER 18.18

Attached is a copy of the recommended job description and wage scale for the new position of Library Clerk. The original job description and wage scale were approved by the Library Board Personnel Committee on June 14, 2016. On June 20, 2016, the City Personnel Committee reviewed and approved a motion recommending that the Common Council approve the attached marked-up job description as revised with some minor changes.

This action simply creates a position description between the Shelver position and the Library Assistant position. The general purpose of the Library Clerk position is to facilitate efficient check-in of library materials, shelve library materials, maintain materials in a neat/orderly fashion, and assist in other support tasks as assigned. There will be less public contact.

Per the attached wage scale, the starting wage will be \$12.60 with a step increase after the first 6 months and then at the yearly anniversary dates. This is a Civil Service position so the wage scale is set by the Common Council upon recommendation of the Library Board and Personnel Committee. Additionally, when evaluated with the new position evaluation tool that is the basis for the new compensation plan, the position scores lower than the minimum grade. That means, just like with the Library Shelver position, the wage scale is not intended to be targeted as market competitive such that we would fear losing an incumbent to another municipality.

The Library Director has identified that the intent is that the position is an "Extended-Term Part-Time Position with Benefits - Partial Benefits Designation," in accordance with section 1.4.7 of the Civil Service System Personnel Administration Program, which, in summary, provides certain leave benefits but not benefits such as life and health insurance and pension.

The Library Board, Library Director, and Personnel Committee recommend approval.

Note: The intent of the motion if approved as presented is that the wage scale as presented is not to be further adjusted by any 2016 non-represented wage adjustment that may be otherwise approved by the Common Council.

COUNCIL ACTION REQUESTED

Motion to approve the job description and wage scale for the position of Library Clerk as revised and recommended by the Personnel Committee, to designate the position as an "Extended-Term Part-Time Position with Benefits - Partial Benefits Designation, and to authorize the Director of Administration to amend the Employee Handbook and Civil Service System Personnel Administration Program to incorporate such information in a form and manner as he so shall determine.

SUPERVISION RECEIVED: Works under the supervision of the Circulation Supervisor.

SUPERVISION EXERCISED: None.

RESPONSIBILITY FOR PUBLIC CONTACT:

Daily contact requiring courtesy, minor discretion, and sound judgment.

LICENSING & CERTIFICATION: None.

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is frequently required to walk, sit, talk and hear. The employee is frequently required to use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is frequently required to climb, balance, stoop, kneel, crouch, walk and crawl.

The employee must occasionally lift and/or move up to 50 pounds. Ability to Ppushing and pulling objects weighing 300-400 pounds on wheels (book truck) is required. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

WORK ENVIRONMENT:

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

Work is performed primarily in a library environment. Noise level in the work environment is usually quiet to moderate. Flexible work hours; including include evenings and weekends.

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

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

I agree I have been given a copy of my current job description. I am aware that it is my responsibility to understand the duties expected of me. If I do not understand, I will discuss my duties with my supervisor.

Signature

Date

WAGE TABLE

Position Title: **Library Clerk**
Department: **Library**
Appointing Authority: **Library Director**
Supervisor: **Circulation Supervisor**
Salary Level: **See Library Clerk Wage Table**
FLSA Status: **Non-exempt**
Date Approved: _____ by Franklin Public Library Board of Trustees
_____ by City of Franklin Common Council

Wage Table/Library Clerk

June 1, 2016

	Start Step 1	6 months Step 2	1 year Step 3	2 years Step 4	3 years Step 5	4 years Step 6	5 years Step 7	6 years Step 8
Library Clerk	\$12.6000	\$12.9780	\$13.3773	\$13.7786	\$14.1920	\$14.6178	\$15.0563	\$15.5080

<p style="text-align: center;">APPROVAL</p> 	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 06/28/2016</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Tentative Agreement Between the City of Franklin and the Franklin Professional Police Officers Association for a 2016-2018 Successor Labor Agreement</p>	<p style="text-align: center;">ITEM NUMBER B.19.</p>

City staff responsible for labor negotiations and the Franklin Professional Police Officers Association, associated with the Wisconsin Professional Police Association Law Enforcement Employee Relations Division, have reached a Tentative Agreement (TA) for a 2016-2018 labor agreement. The Union's membership recently ratified the agreement on June 14, 2016 and it can be made effective after approval by the Common Council. **Note that the Personnel Committee, at their meeting of June 20, 2016, approved a motion "recommending that the Common Council approve the Tentative Agreement between the City of Franklin and the Franklin Police Officers Association, WPPA, Local #280, as presented and as ratified by the Union".**

A Tentative Agreement is different in nature than many items on which a committee is asked to provide input. **It is not subject to modification.** It is an all or nothing proposal. It is also the result of hours and hours of discussion, teamwork, and compromise. That give and take is an important aspect to remember when evaluating whether or not the proposed agreement is in the best interest of the City. Additionally, the discussions below are summary in nature and items may be discussed as more directly linked to or independent of other items. This, however, is not necessarily the case. In reality, as noted above, it is a big package deal with each item potentially influencing other, seemingly unrelated, items.

Following are brief comments, as provided to the Personnel Committee, on the more substantive provisions of the TA:

1. Wages: In very simple terms the core lift to the base is 2% each of the three years, with an extra .5% in the middle of 2018 that will have only a .25% cost in that year. Only three other local communities had contracts settled through 2018 at the time this was being negotiated: Greendale at 2%/2%/3%, Greenfield at 2%/2%/2%, and West Milwaukee at 3%/3%/2%. Two other communities are settled through 2017: Oak Creek at 2%/1.5% and S. Milwaukee at 2%/2%. Cudahy has a 3% increase for 2016. Although the Union questioned use of communities from the Class and Comp study that were not local, it was also noted that Sun Prairie is settled on 2.5%/2.5% and West Bend for 1%/3%. Additionally, I have reviewed other settlements from across the state, and the proposed agreement compares favorably. Effectively these increases fit right in the middle of the pack, even when viewed as a collective increase since 2012, for example. Staying in the middle of the pack is an effective way of maintaining one's position against their peers, which is often the standard used by an arbitrator to evaluate a contractual increase. (For example if you are 4th out of 10, an arbitrator would expect your offer to continue to hold the 4th position unless some quid pro quo was offered.)

There is an additional .8% in year one (2016) that is a direct offset against the elimination of the College Educational Incentive Program. This benefit was an older benefit that has become moot because every officer now qualifies and all future officers will qualify based upon hiring practices. The City is better off by rolling this into a base wage for comparison and hiring purposes, while the Union is better off because moving it to the wage base keeps its value from marginally decreasing in relative value each year. Both parties are better off in not having to have this as an issue to address in the future. Realistically, this issue is a wash.

Note that the 2016 increase is a split increase with a 1% each in April and October. The lift is a full 2% (technically 2.01%), but the 2016 cost is at 1%. This was a compromise that enabled other components of the package to be incorporated, particularly the additional duty disability health insurance benefit discussed below. Additionally, from my perspective, it was key in incorporating the elimination of language that required an additional .75% wage

increase factor in any salary comparison that a future arbitrator might consider. Together, and from the perspective of an arbitrator, that would give the union members a 2016 cost factor of 1.75%, but the .75% is not an out-of-pocket cost for the City.

Lastly, note that the final year of the contract provides an additional lift of .5% for Detectives compared to Officers. The .5% is split with .25% at the very beginning and very end of the 2018 year. The Director of Administration consented to incorporation of this and ultimately recommended its incorporation after reviewing the difference in relative wages between Detectives and Officers. In comparing eight area communities, the average Detective in 2015 was 10.82% higher while the gap in Franklin was 8.45%. Therefore, this contract attempted to acknowledge that gap and make an incremental improvement by these additional bumps to the Detective wages. At the same time, since the recent non-represented classification and compensation study identified compression between Sergeants and Detectives as an issue, the adjustment was pushed to later years where consideration can then be addressed in the non-represented side if necessary.

Overall, the wage package was fair and reasonable and commensurate with known external comparables and anticipated internal comparables, particularly in the light of the total agreement.

2. The compensatory time language changes allow for an increase from 150 to up to 200 hours of compensatory time. Carryover of balances from year to year, however, was restricted to use of the hours (as opposed to cash out) beginning next year so as to improve administrative compliance with WRS rules without incurring penalties. As this is a new practice, a phase in period during 2016 was incorporated, which may incur some limited additional interest costs to WRS. Otherwise, expectations for usage by officers and the authority of the Chief to provide approval remained unchanged.
3. Currently Officers work on a 5-2, 5-3 schedule (work 5 days, off two days, work 5 days, off three days, repeat). Holidays do not change that schedule and when the holiday comes up the officers are simply paid additional for that day whether working or not. Officers requested to incorporate a provision that enabled the Chief to allow them to take a day of compensatory time instead of the cash payout. This provision if used by an officer will save the City the cash payout, but will cost the City the productivity of the officer having an additional compensatory day off at some point in the future. Given that the Chief retains authority to approve compensatory days off and minimum staffing levels are not impacted, this provision was a reasonable item of compromise.
4. Section 15.01 exemplifies the cooperation of the Union. This provision brings the officers into the same position as all other employees giving the Common Council the authority to establish annual premium co-pays provided they are consistent with that of other employees and provided they stay below some established caps. Caps are moving and automatically increase even beyond the end of the contract term. The gap under the current caps that we have accrued in recent years was not lost. Administration's goal of having one health benefit scenario that impacts all employees equally is enhanced by the Union consenting to follow the action of the Council as it occurs from year to year. At the same time, it provides the Union with some protections against the City creating a special health plan, such as a high deductible plan, just for Officers.

The remaining portion of #4 which adds Sections to Article 15 is an important addition for Police Officers that is reflective of the dangers inherent in the job. Currently, an officer who retires has access to continued participation in the City's health plan until reaching Medicare eligibility. An officer who is injured on duty and has to discontinue their profession as an Officer was not afforded the same ability. Note that firefighters did have the ability to remain on the City's health insurance in such a circumstance. In summary, the proposed language permits an officer injured in the line of duty such that they are approved for disability "from a range of jobs (not just law enforcement)" can continue on the City's insurance, with the City paying a fixed amount locked in at 75% of the premium on the retirement date. The expression "from a range of jobs" is a term pulled from ADA case law and administrative hearing determinations that implies the person is unable to perform within any meaningful employment. If an officer suffers an injury that doesn't keep them from working, but prevents them being a police officer, then they may only

remain on the health plan, at the same premium percentage shares, for up to 10 years, which is intended to ensure that they can fully transition through healing and training to a new career. Some additional time – up to an extra 4 years – is extended to a long-term employee who was very close to retirement and then incurs a qualifying, work-related injury. In light of the increasing challenges and threats faced by officers, this seemed an appropriate assurance to provide the officers so that they can continue to focus on their duties and not on potential impacts to their families, for example.

5. Generally, it cleans up some language to better align with statutory provisions, such as eliminating “attainment of age sixty five” which could potentially be viewed as age discriminatory in nature.
6. A three-year term is generally beneficial to both parties and provides for greater stability and budgetary planning at the risk of some limited implementation delay if a new statutory provision is enacted.
7. The changes to workers compensation are largely an administrative work around to ensuring we comply with WRS rules relative to paying for health insurance premiums while an employee is on Worker’s Compensation leave, while at the same time balancing the intent of current language to maintain an employee’s take home pay during an on-duty accident that resulted in workers compensation leave. Effectively, it is two changes that is intended to result in no net change from the results of the current contract language.
8. Letters of Understanding (LOU).

A) A provision was added three years ago, via an LOU, that enabled some flexibility in the starting hours of union members. The department retains control so the Chief can ensure it doesn’t negatively impact operations, while providing improved working conditions for officers. Some additional protections were added for the City and a cap on usage was included, but overall the program was successful the last few years and is, herein, extended.

B) The LOU on working a Monday through Friday work schedule is beneficial to the department and a positive opportunity for Officers. This LOU gives the Chief the ability to deviate from the strict shift schedules in the contract and establish special duty assignments that align with duty demands, such as a desire to maintain a D.A.R.E. Officer.

The Termination of Past Practice notice is self explanatory in intent, but it may be helpful to be reminded of the need for such “Termination” notices. City’s and Unions often argue over past practices and the requirement for either party to continue to act in a consistent manner despite what language may, or may not, exist in a contract. The Wisconsin Employment Relations Commissions will enforce past practices beyond the scope of the language. Therefore, the strategy of providing a notice of a change in practices effectively starts the City with a clean slate on the matter and requires the union to bargain the impact of the new interpretation. Ultimately, there was not a disagreement on this topic; it was simply handled in this alternative manner.

As one can see from the Tentative Agreement document, labor negotiation is a complex and personal issue. As such, there are many pit falls that can sabotage success. With that in mind, the Director of Administration would like to publicly thank the members of the Franklin Professional Police Officers Association for the spirit of cooperation and professionalism that they brought to the bargaining table.

In addition to the Personnel Committee, the Director of Administration, Police Chief, and Human Resource Coordinator also recommend approval.

COUNCIL ACTION REQUESTED

A motion to approve the Tentative Agreements Between the City of Franklin and the Franklin Professional Police Officers Association for a 2016-2018 successor labor agreement and authorize the Mayor, Director of Clerk Services, and Director of Administration to execute a labor agreement incorporating the provisions of the attached Tentative Agreement and to authorize the Director of Administration to incorporate any such language into the Employee Handbook as he determines is necessary.



Tentative Agreement between the City of Franklin and the Franklin Police Officers Association, W.P.P.A., Local #280

Final - 6-1-16 (Minor Corrections confirmed 6/8/16)

The following constitutes tentative agreements mutually reached between the City of Franklin and the Franklin Police Officers Association, W.P.P.A, Local #280, for a new labor agreement to cover the period January 1, 2016 through December 31, 2018.

1. Article VI – Wages & Article XXI College Educational Incentive Program

Adjust wage rates to reflect the following changes:

- .8 % - 1/1/16,
- 1% - 4/1/16,
- 1% - 10/1/16
- 2% - 1/1/2017,
- 2% - 1/1/2018 (Detectives: an additional .25%)
- .5% - 7/1/18
- .25% last pay period of 2018 for Detectives only

Wage increases would be effective on the start of the pay period closest to, but on or after, the date listed above.

Delete all text listed under Article XXI and replace with the following: "The College Educational Incentive Program was converted to base wages effective in 2016."

In the last paragraph of Section 6.01 strike the words "and ¾ of a percent as a quid pro quo due to the implementation of the sick leave incentive program which was effective 1/1/2010" and remove from the formula "+ (wage rate *.0075)".

2. Article VIII – Overtime: Section 8.01 D. Compensatory Time

Strike the existing language of Article VIII Section 8.01 D. in its entirety and replace with the following:

D. COMPENSATORY TIME.

1. Accumulation: In lieu of pay, officers may accumulate compensatory time off to a maximum balance of two hundred (200) hours. Overtime will be in pay for any portion of compensatory time accrual that would exceed two hundred (200) hours. Compensatory time may be taken off with the Chief's approval.
2. Carryover: Any portion of a compensatory time balance accumulated may be carried forward from one calendar year to a subsequent calendar year; however, any such balance carried forward may only be taken off and may not be paid out, except in the case of termination. As an additional exception applicable only to balances carried forward into 2016, prior to October 28, 2016, paydate, an employee may request and receive payout for compensatory balances carried forward from 2015 (following timing of #3 below), which payouts will be

reported to the IRS and WRS in accordance with their requirements.

3. Payout: Once per month, except in December and in conjunction with the time sheets submitted for the last pay date of each month, employees may request payout of any compensatory time balance accrued during that calendar year (except as noted in #2 above). Payout is made at the then current rate of pay.

3. Article IX – Holidays

Amend Section B. to include the words “and the School Resource Officer (SRO)” after the words “Detectives” and “Detective”.

Create Section 9.02 C. as follows:

“C. Patrol Officers may elect to take their holidays in pay or compensatory time off in accordance with the then current departmental Vacation and Off-Time Request Policy.

[Note: It is the intent of the City following ratification to modify the current SOP to include Patrol Officers with options that align with those of Dispatchers.]”

4. Article XV – Health Insurance

Replace Section 15.01 with the following:

“Section 15.01: Employee Share of Monthly Health Insurance Premium (Premium Co-Pay). Employees will pay a percentage of the applicable monthly health insurance premium as determined by the Common Council from time-to-time and as subsequently incorporated into the Employee Handbook, which rate shall be the same as generally applies to non-supervisory employees except the following maximums shall apply effective 1/1/16: Family (with HRA) \$250, Family (without HRA) \$298.10, Single (with HRA) \$122.50, and Single (without HRA) \$139.90. Furthermore the maximum rate caps for years after 2016, including those beyond the term of this contract, will increase \$15/year for family plans and \$10/year for single plans from the prior year’s cap (for example “With HRA” caps for 2017 will be \$265 and \$132.50, etc.) except the “with

HRA” rate shall not exceed 15% of the monthly premium and the “without HRA” rate shall not exceed 20% of the monthly premium.

If the City creates a Health Insurance Plan which is not generally available to non-represented, non-supervisory employees, and/or which is predominately limited to protective service employees, the applicable employee share of the Monthly Health Insurance Premium shall not be “as determined by the Common Council,” as set forth above, but, rather, shall be subject to negotiation.”

Insert the following as a new Section 15.03:

“Section 15.03: Any employee who retires from employment with the City under Wisconsin Statutes 40.65, Duty Disability, and who is disabled from a range of jobs (not just law enforcement) and unable to work shall be eligible for continued enrollment in the City’s conventional hospital and surgical insurance program. In this instance the City shall pay toward that health plan seventy-five percent (75%) of the cost towards the plan-type

premium (ie. single, family, high-deductible, etc.) amount in effect on the date the employee retires and such payment toward the retiree's City health insurance coverage shall remain frozen at that fixed-dollar amount throughout the period of such payment so long as the employee is retired and enrolled in the plan and until the retired employee qualifies for Medicare, except as noted immediately hereafter. If said retiree switches from a higher-premium plan-type to a lesser-premium plan-type, the City will continue to pay only 75% of the lesser-premium plan-type that was in effect on the date of retirement; however, if a retiree elects a plan-type with a lesser premium at or after retirement and subsequently switches back to a the higher-premium plan-type, the City will revert to paying 75% of the higher-premium plan-type that was in effect on the date of retirement only if the added dependents were eligible for coverage on the date of retirement. Section 15.07, pertaining to comparable health benefits, applies to this Section."

Insert the following as a new Section 15.04:

"Section 15.04: Any employee who retires from employment with the City under Wisconsin Statutes 40.65, Duty Disability, and who is not disabled from a range of jobs but is unable to work in law enforcement shall be eligible for continued enrollment in the City's conventional hospital and surgical insurance program for 10 years from the date of the end of the month of the last day worked. In this instance and subject to the maximum 10-year period, the City shall pay toward that health plan seventy-five percent (75%) of the cost towards the plan-type premium (ie. single, family, high-deductible etc.) amount in effect on the date the employee retires and such payment toward the retiree's City health insurance coverage shall remain frozen at that fixed-dollar amount throughout the period of such payment so long as the employee is retired and enrolled in the plan or until the retired employee qualifies for Medicare, except as noted immediately hereafter. If said retiree switches from a higher-premium plan-type to a lesser-premium plan-type, the City will continue to pay only 75% of the lesser-premium plan-type that was in effect on the date of retirement; however, if a retiree elects a plan-type with a lesser premium at or after retirement and subsequently switches back to a the higher-premium plan-type, the City will revert to paying 75% of the higher-premium plan-type that was in effect on the date of retirement only if the added dependents were eligible for coverage on the date of retirement. Section 15.07, pertaining to comparable health benefits, applies to this Section, but such application does not extend the 10-year maximum period. Additionally, an employee who is within 4 years of 1) meeting the conditions necessary to retire on a regular pension (which currently under WRS is 54 or 53 with 25 years of service) and 2) qualifying for coverage under 15.02, when considering those extra 4 years as part of their continuous service) may extend the 10-year period to the date when the employee/retiree is eligible for Medicare or the employee's death, whatever comes first."

Insert the following as a new Section 15.05:

"Section 15.05: In the event a retiree selects or reverts to plan-type during an eligible continuation period as set forth in and allowable per Sections 15.01 through 15.03 and that premium-type did not exist on the premium share calculation date stated in those Sections, the applicable premium-type rate shall be calculated based upon a percentage of the family plan using the then current year's premium rates."

Sections 15.03 through 15.08 shall be renumbered Sections 15.06 through 15.11.

5. Update or correct the following language as indicated below.

- a. Article II – Management Rights, Section 2.01: Amend the following sentence as noted: “The Employer shall have the right to make such reasonable rules and regulations primarily related to mandatory subjects of bargaining ~~respecting the conduct of employees~~, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations.”
- b. Article IV-Fair Share – Dues Deduction, Section 4.02: Amend as noted, “Section 4.02: The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and, therefore, all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying a lawful amount to the Association by paying an amount to the Association equivalent to the uniform dues required of members of the Association.”
- c. Article XV – Health Insurance, Section 15.02: Amend the following sentence as noted: “1. The employee/retiree’s attainment of age ~~sixty five (65)~~, and the employee/retiree is eligible for Medicare.”
- d. Article XXII – Seniority, Section 22.08 Residency: Strike the sentence “Employees now grandfathered shall remain so.”
- e. Article IX – Holidays: Strike the words “Washington’s Birthday” and replace with “President’s Day.”
- f. Article XV, Section 15.07 Dental Insurance: Strike the words “on a self-funded basis”.

6. Article XXIX - Duration and Negotiations:

Amend language to reflect a new 3-year term subject to mutual agreement by changing “2013” to “2016” and by changing “2015” to “2018” throughout the Article.

7. Article XVII Workers Compensation:

Add Section 18.04 as follows:

Section 18.04: WRS rules provide for a suspension of applying employee-required contributions while receiving temporary disability compensation but also provides for the employer to make a full recovery (reimbursement) of all suspended payments following a return to work. Therefore, in order to comply with 18.02 and 18.03 and to avoid a reduction in normal net “take home” pay following return to work after receiving temporary Workers Compensation disability payments, the employees authorize a voluntary payroll deduction equal to the equivalent amount of WRS payments that would otherwise be due when maintaining the employee’s normal net “take home” pay. The City will then offset this voluntary deduction against allowable additional employee-required contributions that may be recovered from the employee’s earnings after the employee returns to work. The aggregate or net impact over the period while receiving temporary Workers Compensation disability payments and after the employee returns to work is to maintain the employee’s normal net “take home” pay.

8. Letters of Understanding

A. Modify the Letter of Understanding on Flexing of Normal Duty Hours as reflected below:

Letter of Understanding
Between
City of Franklin and the Franklin Professional Police Officer's Association
Regarding Flexing of Normal Duty Hours of Patrol Officers
Incorporated as an Attachment to the 2016-2018 Contract Settlement

In an attempt to meet the needs of the Department regarding working outside of the normal duty hours for employees, the Association and Administration agree to the below listed language on a one time trial period commencing upon ratification of the agreement by both parties and expiring on December 31, 2018. At that time, this side letter will sunset and there is no dynamic status quo attached to it.

During October 2018, the Association and Administration shall meet and discuss this side letter and decide if the parties agree to continue the language. Should one party not agree, the sunset provision listed above will be enforced. If both parties agree, the language shall be incorporated into the successor agreement.

Any flexing (which by definition does not include periods ordered into duty) for a Patrol Officer of normal duty hours shall be on a mutually agreed-upon basis between the employee and the Chief of Police or his/her designee. The flexing of normal duty hours includes the following: changing shifts or changing the starting and ending times of a shift.

Employees are limited to 3 employee requested-and-approved instances (which an instance may include multiple days if so approved by the Chief or his designee) of changing shifts or changing the start times/ending times of shifts on a calendar-year basis.

The Chief, or his designee, shall have sole discretion in approving such flexing of hours and such decisions shall not create, and may not be alleged to have created, a past practice.

The officer who is working a Monday through Friday primary duty assignment is excluded from application of this Letter of Understanding.

B. Drop the Letter of Understanding on "Detective Leave Balances"

C. Add the Letter of Understanding titled "Pertaining to a Monday through Friday work schedule for Police Officers," as follows:

Letter of Understanding
Between
City of Franklin and the Franklin Professional Police Officers Association
Pertaining to a Monday through Friday work schedule for Police Officers
Incorporated as an Attachment to the 2016-2018 Contract Settlement

Whereas Patrol Officers in the department currently have Off Groups which amounts to approximately 2002 hours of scheduled work during a calendar year, and

Whereas employees working Monday through Friday have 2080 hours of scheduled work during a calendar year, and

Whereas the City and Association agree that a long-term modification to the work week that deviates from the 5-2, 5-3 schedule requires mutual agreement and amendment of the labor agreement and that establishing a Monday through Friday Duty Assignment can be beneficial to the operation of the department.

Now, therefore, the following constitutes the mutual agreement between the City and the Association relative to the establishment of a Monday through Friday Primary Duty Assignment and addressing associated changes as noted below.

1. The City may, in its sole discretion, establish or discontinue a Monday through Friday Officer primary duty assignment. In the event the City so establishes such a duty assignment, this memorandum provides certain information relative to how the duty assignment will function and addresses the labor agreement items and wages, hours, and working conditions that require amendment or clarification.
2. The assignment will be filled by a Day Shift Patrol Officer through an appointment process. A Patrol Officer wanting this position may request such assignment in writing. The Chief of Police will have sole authority to assign an officer to this assignment.
3. The assignment will have duties as assigned by the Chief of Police. For example, currently contemplated duties for this position include:
 - Court Officer
 - D.A.R.E. Officer
 - Protective Behaviors classes
 - Adopt-a-School Officer and Coordinator
4. Officer(s) on this assignment are expected to be available for patrol duty when not engaged in other assigned duties.
5. Officers on this assignment will work an 8 hour shift Monday through Friday as determined by the Chief of Police, but normally falling between the hours of 7:00 a.m. and 7:00 p.m. An Officer in such assignment shall have flexible hours subject to the needs of the position and mutual agreement between the employee and his/her supervisor. When flexible hours are used, the first eight (8) hours worked shall be deemed the employee's scheduled duty hours. To reconcile hours worked between the modified work schedule noted above and the schedule hours of work of a Patrol Officer on a 5-2, 5-3 shift, Officer(s) will be given 3.0 hours of straight-time compensation time per pay period, which time may be cashed-in at the discretion of the individual or used with the permission of the appropriate supervisor. As an individual moves into or out of this duty assignment and work week schedule, leave balances shall be adjusted to reflect the 8.0 or 8.25 hour duty day schedule, such that the transitions do not result in a net gain or loss in earned leave balances.

6. Officers on this assignment would still pick his/her vacation and off days consistent with current seniority practices.

7. Miscellaneous:

- A. The assigned Officer remains a Patrol Officer and will maintain his/her department seniority.
- B. The Officer is paid as a Patrol Officer with no additional or supplemental pay consistent with all other special duty assignments.
- C. The Monday through Friday position will be considered a temporary shift assignment.
- D. A Patrol Officer does not have a property right to a duty assignment.
- E. For ease of administration, the Sick Leave Incentive Program table at 12.06 shall not require adjustment between 8.0 and 8.25 hours.

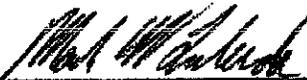
Termination of Past Practice: The Parties acknowledge that the City delivered the following “Notice of Termination of a Past Practice to the Extent that One May Exist”

“The City has permitted the practice of allowing employees covered under the terms of this agreement who have submitted their retirement notice to effectively move vacation dates to be adjacent to their retirement date and, thereby, to remain active employees for a longer term while not providing active service to the City. The execution of a management right in this manner may be perceived by the union as a past practice. Article X – Vacations does not provide for or require such a practice. Therefore, to the extent that a past practice may exist or may be perceived to exist relative to the realignment of vacation in relation to a retirement, or to any other separation of employment, this practice will be discontinued effective immediately upon expiration of the current term of the contract.”

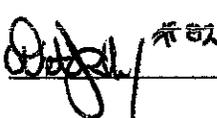
No adjustment or amendment to contract language is required.

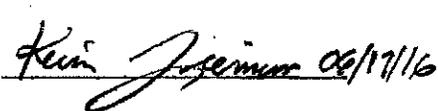
This Tentative Agreement is Reached Pending Execution of the Signatures as available below.

FOR THE CITY



FOR THE UNION

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APPROVAL	REQUEST FOR	MEETING DATE
	COUNCIL ACTION	June 28, 2016
REPORTS & RECOMMENDATIONS	AUTHORIZATION FOR THE PUBLIC WORKS DEPARTMENT TO ADVERTISE AND RECEIVE SEALED BIDS FOR THE 2016 PAVEMENT MARKING PROGRAM	ITEM NUMBER A. 20.

Staff is requesting authorization to advertise and receive sealed bids for the 2016 City of Franklin Pavement Marking Program. A pavement marking contract is completed annually and all city streets with pavement markings are repainted biennially. Therefore the following list is of streets will require repainting in the 2016 program.

1. W. Drexel Ave – 3100 block to S. Lovers Lane Rd
2. W. Oakwood Rd – S. 27th St to S. 124th St
3. S. 31st St – W. Drexel Ave to Northwestern Mutual entrance
4. W. Swiss St – W. St Martins Rd to S. 116th St
5. S. 60th St – W. Ryan Rd to W. South County Line Rd
6. S. 51st St – W. Ryan Rd to W. Berkshire Dr
7. W. Woelfel Rd – S. Lovers Lane Rd to S. 92nd St
8. S. Woelfel Rd – S. 92nd St to W. Rawson Ave
9. S. 92nd St – W. Woelfel Rd to S. Woelfel Rd
10. S. 116th St – W. Ryan Rd to W. Swiss St
11. W. St Martins Rd – S. North Cape Rd to Muskego city limits
12. Franklin Dr – W. Ryan Rd to S. 60th St
13. W. Church St – St Martins Rd to S. Lovers Lane Rd
14. W. College Ave – S. 92nd St to Franklin City Limits
15. S. 112th St – 750' south of Ryan Rd to W. South County Line Rd

COUNCIL ACTION REQUESTED

Motion to authorize Staff to advertise and receive sealed bids for the City of Franklin Public Works Department 2016 Pavement Marking Program.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/28/2016
REPORTS & RECOMMENDATIONS	Annual Market Adjustment and Market Adjustment to Wage and Salary Rates for Non-Represented Employees	ITEM NUMBER <i>A.21.</i>

The purpose of this Council Action Sheet is to provide information relative to and a recommendation related to a proposed Annual Market Adjustment and Market Adjustment to Wage and Salary Rates for non-represented employees. The Personnel Committee reviewed the following information and recommended approval.

As a refresher course in Franklin's new compensation plan, the Classification and Compensation study identified the following three potential annual adjustments to employee wage rates:

1. Market Adjustment to Wage and Salary Rates: Individual wage rates need to be adjusted at a rate equal to the Annual Market Adjustment in order to allow each employee to maintain their position in the market.

[Note: Adjusting wages equivalent to the Annual Market Adjustment applied to wage ranges simply enables an individual to retain their relative position within their range of the pay plan; it does not advance them within their range.]

2. Progress-to-Market-Rate Adjustments: Identifies the portion of a merit increase that an employee is eligible for annually unless otherwise directed by the Common Council, based upon where they are in overall Salary Range.

[Note: This is conceptually similar to a step increase in some plans. Franklin's are graduated, as follows, depending upon where you are in the range:

30% or lower through the range = 2.25%,

Below the Midpoint of the range but greater than 30% = 1.5%, and

Below the Market Rate (65% through the range) but greater than the midpoint - .75%]

3. Merit Performance Increases: Prior to implementation of an improved performance evaluation system, the remaining pool of funding for wage adjustments would be allocated on an across-the-board basis to all employees who receive a "Satisfactory" in the current system. After implementation of an improved performance evaluation system, the remaining pool of funding would be allocated based upon the performance evaluation results, with those individuals performing better receiving larger increases.

[Note: the implementation plan for the Classification and Compensation Study anticipated the 2016 available funding would likely all be needed for the Market Adjustment to Wage and Salary Rates. This also makes sense given that the Merit Performance Increases would be across-the-board increases until a new performance evaluation system is created.]

At the top of the next page is some information relative to 2016 non-represented wage increases for the comparable communities in the Classification and Compensation study. The Classification and Compensation Study adoption recommended establishing a Market Rate at the 65th percentile, or 65 percent through the range. Performing that calculation on the numbers in the "% lift" column results in a 2.00% increase as the recommended Annual Market Adjustment. One could also argue that such a calculation isn't necessary and that applying a strict average should maintain the position in the plan. In the long run, trending toward the average would likely cause a drift downward away from the 65th percentile. Realistically, however, a strict calculation such as this isn't the only consideration in looking at the numbers. Particularly given the range in deviation in the comparables.

Step increases, as referenced in the comments, are not comparable to the Annual Market Adjustments but it is worth noting that a number of the communities have step increases that noticeably exceed Franklin's Progress-to-Market Rate Adjustments. Franklin's maximum will be 2.25% for those in the bottom 30% of their applicable pay range, less as one

Municipality	% lift	Comment
Fond du Lac	3	Except about 20 employees that are still red-lined
Brookfield	2.5	
North Shore Fire	2.25	2% 1/1/16 and .25% in July
Greenfield	2	
Menomonee Falls	2	Not finalized yet, but expecting 2% July 1
Mt. Pleasant	2	
Mequon	1.75	
Sun Prairie	1.5	1.5% on 1/1/16 + 2-4% step increases based upon merit
Oak Creek	1.25	Also got a .5% lump sum payout- not increasing the base
West Bend	1	
Wauwatosa	1	General employees received a 1% ATB on 1/1/16. They are currently finalizing the performance increase which will be either (0%, 2.5%, or 3.5%) depending upon performance ratings.
New Berlin	1	1% ATB and some employees receive step increases of 2.5%
Muskego	0	Did not increase salary ranges, but paid out a 1.25 ATB as a lump sum
Fitchburg	0	Did not increase salary ranges, but can get step increase of 2.5% and minimum merit increases of 2%.
Caledonia	NA	New pay plan implementation for 2016 establishes them where they want to be in market, but including a 1-3% merit increase based on performance

(Note: "Lift" is the percentage increase in the base wage or salary.)

approaches the Midpoint, and only .75% between the Midpoint and Market Rate. Fitchburg and New Berlin, for example, provide some step increases of 2.5%, with Sun Prairie as much as 4%. Again, these increases do not move the market rate based upon our compensation plan's methodology.

Additional Merit Performance Increases were not expected in Franklin's budget for 2016. It was anticipated that there would be sufficient funding for the Annual Market Adjustment, the Progress-to-Market Rate Adjustments, and the process of completing our initial implementation for a few individuals below the minimum. The numbers in the table above do suggest that, as expected, the available funding is not sufficient for separate Merit Performance Increases. Given that those increases would simply be across-the-board this year, it really isn't a problem. Nonetheless, it is worth noting that a number of the communities, particularly those at the bottom of the list of across-the-board adjustments, are providing merit increases. Similarly, two communities in the bottom half of the above table are providing some lump-sum payment that doesn't alter the base. These two adjustments also do not move the market based upon the methodology of Franklin's new compensation plan. It does, however, indicate that beyond just step increases, 6 of the 8 communities with the lowest across-the-board adjustment will be providing additional bumps to some employees that will move them further within their range. This may suggest that if one is debating between two numbers picking the higher of the two is reasonable.

Importantly, the tentative agreement with the Police Union has resulted in a wage proposal that, effectively, equals a 2 percent lift for 2016 at a 1% cost for 2016. This is also equivalent to a 2016 cost of a 1.5% Annual Market Adjustment effective in early May, which was what was referenced for 2016 during the adoption of the Classification and Compensation study. Failing to carry forward the 2% lift in the Police Union's Tentative Agreement would immediately begin to impact compression between command staff and represented officers in the department. This conflict is easily avoided by adjusting the implementation of the 2016 Non-represented wage adjustment to a 2% increase in July. This yields the same 1% cost with a 2% lift. The potential for this strategy was also discussed during the approval process.

RECOMMENDATION: I believe that the numbers and discussion above suggest that the appropriate increase would be a 2% increase effective in July for non-represented employees. The 2016 budget provides sufficient funding for this plan, it maintains the current compression gap for Police Department command staff, and it is consistent with the adjustments to the market place based upon the data presented in the table above. Implementation would be based

upon the first pay date in July that covers days worked entirely within July.

A couple related items would remain outstanding. First, if the Tentative Agreement is approved for the Police Union, how the rollover of the Education Incentive into base wage impacts results might need to be addressed in the future. Second, a quick review of the circumstances for individuals below the minimum was discussed with the Personnel Committee so as to confirm the next phase of the implementation plan for those individuals. After applying the recommended actions, 6 individuals would continue to be below the minimum of their pay grade: 2 Cashier Clerks by about one penny per hour, an Engineer Tech II by approximately 1.1%, 2 part-time Library Assistants by about 3%, and A Library Circulation Supervisor by approximately 3.1%. After discussion and reviewing the cost impact of approximately \$1,600 for the remainder of the year, the Personnel Committee recommended these individuals be placed at the minimum of their pay grade concurrent with the implementation of the Market Adjustment to Wage and Salary Rates. Note that the Library Board will need to approve the adjustment for the Circulation Supervisor as that is not a Civil Service position.

Two additional items are worth noting, but do not require Common Council action. The Personnel Committee recommended that the Mayor address these items through the Non-Scheduled Wage Adjustment authority provided by the adopted policy. First, a less-senior Dispatcher would leap from more-senior dispatchers because the more senior ones happen to be 30.13% percent through the range and the less senior is just below 30%. That gives the less senior individual a larger Progress to Market Rate Adjustment. It also completely undoes specific intent from the policy adoption step that provided a small increase to long term employees who ended up at the bottom of the range. The Director of Administration suggested raising these 6 Dispatchers by approximately \$5 per pay period to correct this odd circumstance. Given a total cost for the year of less than \$400, the Personnel Committee recommended that the Mayor authorize this Non-Scheduled Wage Adjustment as an adjustment to their base. Second and similarly, the Director of Administration reported that during the implementation of the Classification and Compensation study that the consultant raised concerns that they should re-evaluate the placement of the Director of Information Technology and the Economic Development Director. Recall the same consultant was used to perform the hiring for these positions and the results of that process have suggested that the market results for those positions are not aligning with the placement. This is consistent with our budget that anticipated a potential salary of as much as \$7,000 more. Given a cost of less than \$,1000, the Personnel Committee concurred with the Director of Administration and recommended that the Mayor use the Non-Scheduled Wage Adjustment to provide the Economic Development Director the same July raise that all other non-represented employees will receive if approved. Note that it would not be an adjustment to the base, but would be for the remainder of the year or until the review is completed.

Lastly, it is worth noting that discussion with the Personnel Committee confirmed that next year's analysis will not only look at the increases for 2017, but the combined increases for 2016 and 2017 in order to ensure that market increases are not inappropriately inflated over time. Additionally, discussion was held on the importance and significance of continuing to work on the performance evaluation system so that the merit component of the plan can be implemented.

The following motion incorporates the portion of the recommendation of the Personnel Committee that requires Common Council action. To that the Director of Administration has added the authority to incorporate the changes as necessary into the Employee Handbook and the Civil Service Personnel Administration Program.

COUNCIL ACTION REQUESTED

PROPOSED MOTION: Move to approve an Annual Market Adjustment and Market Adjustment to Wage and Salary Rates for non-represented employees of 2% effective with the start of the pay period with a pay date of July 22, 2016; to authorize application of the Progress-to-Market-Rate Adjustments, as per the adopted Compensation Plan, effective simultaneously but not compounding; to authorize moving the 6 individuals that remained below the minimum of their range up to the minimum of their range concurrent with the start of the pay period with a pay date of July 22, 2016; and to authorize the Director of Administration to incorporate said changes into the Employee Handbook and the Civil Service Personnel Administration Program in a manner as he determines is appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE June 28, 2016
REPORTS AND RECOMMENDATIONS	An Ordinance to Repeal §169-3. of the Municipal Code, Grants for Certain Reserve Class B Liquor Licenses, in Compliance With 2015 Wisconsin Act 286 Which Now Prohibits Such Grants	ITEM NUMBER H. 20.

§169-3. of the Municipal Code authorizes the ability to provide grants for certain Reserve Class B liquor license applications as determined appropriate by the Common Council under the provisions of the Ordinance. 2015 Wisconsin Act 286 now prohibits such grants. The subject matter was reviewed by the License Committee at its meeting on June 20, 2016, at which it recognized the mandate of the new statute and recommended the repeal of the current Code provision. Attached is a draft ordinance for such purpose.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Repeal §169-3. of the Municipal Code, Grants for Certain Reserve Class B Liquor Licenses, in Compliance With 2015 Wisconsin Act 286 Which Now Prohibits Such Grants.

ORDINANCE NO. 2016-_____

AN ORDINANCE TO REPEAL §169-3. OF THE MUNICIPAL CODE, GRANTS FOR CERTAIN RESERVE CLASS B LIQUOR LICENSES, IN COMPLIANCE WITH 2015 WISCONSIN ACT 286 WHICH NOW PROHIBITS SUCH GRANTS

WHEREAS, Municipal Code §169-3. Grants for certain Reserve Class B liquor licenses, allows the Common Council the ability to provide grants regarding the \$10,000.00 fee pertaining to such licenses, under circumstances where and considerations that businesses such as restaurants, taverns and many others provide important contributions to the state and local economy, and serve important public purposes by providing employment, promoting tourism and increasing the City's personal and real property tax base; and

WHEREAS, 2015 Wisconsin Act 286, enacted March 29, 2016, effective June 1, 2016, amended Wis. Stat. § 125.51(3)(e)2., the provision pertaining to the Reserve Class B liquor licenses \$10,000.00 fee, to add the following sentence: "[a] municipality may not rebate or refund to a "Class B" licensee or a person affiliated with the "Class B" licensee or with the license application process, including through any grant or tax credit program, the fee paid by the licensee under this subdivision for initial issuance of a reserve "Class B" license."

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

SECTION 1: §169-3. Grants for certain Reserve Class B liquor licenses, of the Municipal Code of the City of Franklin, Wisconsin, is hereby repealed.

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 _____, 2016, by Alderman _____.

ORDINANCE NO. 2016-_____

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/28/16
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.

See attached list from meetings of June 20 and June 28, 2016.

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

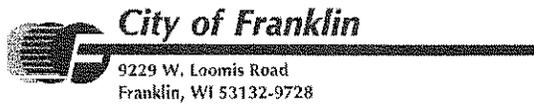
414-425-7500

**Special License Committee
Agenda*
Aldermen's Room
June 20, 2016 – 9:00 am**

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator – Renewal 2016-17	Janine M Adamczyk 3217 W Verona Ct Milwaukee, WI 53215 Polish Center of Wisconsin			
Operator – New 2015-16	Jared C Anderson 2123 W Hope Ln Oak Creek, WI 53154 Walgreen #05884			
Operator – Renewal 2016-17	Jared C Anderson 2123 W Hope Ln Oak Creek, WI 53154 Walgreen #05884			
Operator – Renewal 2016-17	Stephanie D Anderson 6930 S 20 th St, #2309 Oak Creek, WI 53154 Root River Center			
Operator – Renewal 2016-17	Alyssa M Blackburn 9512 S Ryan Green Ct., #5 Franklin, WI 53132 Chili's Bar & Grill			
Operator – New 2016-17	Adrianna-Cristina M Bratel 7305 W Holt Ct Milwaukee, WI 53219 Rock Sports Complex			
Operator – New 2016-17	Andrew P Dahlke 2532 Posekany Ln East Troy, WI 53120 Wal-Mart Store #1551			
Operator – New 2016-17	Alyssa M DiStefano 4101 W Mary Ann Dr Franklin, WI 53132 Rock Sports Complex			
Operator – New 2016-17	Milan Djurina 2326 W Clayton Crest Ave Milwaukee, WI 53221 Croatian Park			
Operator – Renewal 2016-17	Marcus C Drewek 2957 S 51 st St Milwaukee, WI 53219 Root River Center			
Operator – Renewal 2016-17	Lori A Falkowski 10227 Parklane Ct Hales Corners, WI 53130 Sendik's Food Market			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator – Renewal 2016-17	Nicole L Gaus 6247 S Howell Ave Milwaukee, WI 53202 Bowery Bar & Grill			
Operator – New 2015-16	Lisa M Hansen 14000 60 th St Bristol, WI 53104 7-Eleven			
Operator – Renewal 2016-17	Lisa M Hansen 14000 60 th St Bristol, WI 53104 7-Eleven			
Operator – New 2016-17	Michelle L Henning 6427 S 19 th St Milwaukee, WI 53221 Bowery Bar & Grill			
Operator – Renewal 2016-17	Ivan S Jakircevic 3766 N 77 th St Milwaukee, WI 53222 Croatian Park			
Operator – New 2016-17	Josip A Jaksic 413 S 67 th St Milwaukee, WI 53214 Croatian Park			
Operator – Renewal 2016-17	Ellen L Jensen 2415 W Hilltop Ln Oak Creek, WI 53154 Buckhorn Bar & Grill			
Operator – Renewal 2016-17	Ashley A Jungbauer 637 Mohr Circle Waterford, WI 53186 Rock Sports Complex			
Operator – New 2016-17	Krystal A Klemme 10415 W Herda Place Franklin, WI 53132 Target Store T-2388			
Operator – New 2015-16	Aaron J Kopydlowski S69W13415 Hale Park Cr Muskego, WI 53150 Rock Sports Complex			
Operator – Renewal 2016-17	Aaron J Kopydlowski S69W13415 Hale Park Cr Muskego, WI 53150 Rock Sports Complex			
Operator – New 2016-17	Boris I Kuzmanovic 2440 S Kinnickinnic Ave., #508 Milwaukee, WI 53207 Croatian Park			
Operator – Renewal 2016-17	Brittney S Levenhagen 6516 S. 35 th St, #206 Franklin, WI 53132 Rawson Pub			
Operator – New 2016-17	Jacob W Malecki 10219 W 6 Mile Rd Franksville, WI 53126 Target Store T-2388			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator – Renewal 2016-17	Michelle R McDonald 718 S 112 th St West Allis, WI 53214 Pantheon Family Restaurant			
Operator – New 2016-17	John C Medrow 2175 E Hickory Dr Oak Creek, WI 53154 Three Cellars			
Operator – Renewal 2016-17	Susan M Mlynczak 6921 Spring St Mt Pleasant, WI 53406 Point After			
Operator – New 2016-17	Cole J Passehl 5715 3 rd Mile Rd Franksville, WI 53126 Hideaway Pub & Eatery			
Operator – New 2016-17	Suzanne Serrahn 9438 W Lapham St West Allis, WI 53214 Target Store T-2388			
Operator – Renewal 2016-17	Elyzabeth D Smith 5389 Orchard Ln Greendale, WI 53129 Rawson Pub			
Operator – New 2016-17	Amanda M Snieg 2133 S 75 th St West Allis, WI 53219 Root River Center			
Operator – Renewal 2016-17	Sandra L Strucel-Dzioba 6611 S Whitnall Edge Rd Franklin, WI 53132 Point After			
Operator – New 2016-17	Kali D Tans 655 E Parkway Estates Dr Oak Creek, WI 53154 Target Store T-2388			
Operator – New 2016-17	Bryttnie L Tarczewski 10804 S Richard Rd Oak Creek, WI 53154 Bowery Bar & Grill			
Change of Agent 2016-17	Walgreen Co. DBA Walgreens #5459 (9909 W Loomis Rd) Sara A Mason 2499 S Graham St Milwaukee, WI 53207			



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Aldermen's Room

June 28, 2016 – 5:40 pm

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator – New 2016-17 5:45 p.m.	Andrew P Dahlke 2532 Posekany Ln East Troy, WI 53120 Wal-Mart Store #1551			
Operator – New 2015-16 5:50 p.m.	Scott A Muehlenberg 2930 S 70 th St Milwaukee, WI 53219 Tuckaway Country Club			
Operator – Renewal 2016-17	Scott A Muehlenberg 2930 S 70 th St Milwaukee, WI 53219 Tuckaway Country Club			
Operator – Renewal 2016-17 5:55 p.m.	Vito M Siciliano 26500 104 th St Trevor, WI 53179 On The Border			
Operator – Renewal 2016-17	Rebecca M Albert 10125 W. St Martins Rd Franklin, WI 53132 Swiss Street Pub & Grill			
Operator – Renewal 2016-17	Joel B Clifford 2155A S Kinnickinnic Ave Milwaukee, WI 53207 On the Border			
Operator – New 2016-17	Josip A Jaksic 413 S 67 th St Milwaukee, WI 53214 Croatian Park			
Operator – Renewal 2016-17	Jon P Mankowski 3555 S. Sunnyslope Rd New Berlin, WI 53151 Root River Center			
Operator – New 2016-17	Sarah E Neumann 6997 Wildwood Creek Ct Franklin, WI 53132 Rock Sports Complex			
Operator – Renewal 2016-17	Troy A Petroske 3555 S. Sunnyslope Rd New Berlin, WI 53151 Swiss Street Pub & Grill			
Operator – Renewal 2016-17	Margaret L Pieper 2925 S Superior St Milwaukee, WI 53207 Root River Center			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator – New 2015-16	Jessica A Wendorf 6160 S 6 th St, #E23 Milwaukee, WI 53221 7-Eleven			
Operator – Renewal 2016-17	Jessica A Wendorf 6160 S 6 th St, #E23 Milwaukee, WI 53221 7-Eleven			
Temporary Entertainment & Amusement	City of Franklin Police Department Person in Charge: Patrol Office Jon Czerwinski Event: National Night Out Event Date: August 1 st , 2016			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Federation of Croatian Societies, Inc. Fee Waiver: 7/1/16-6/30/17 (Class B Beer plus Reserve Class B Liquor), Location: 9100-9400 S. 76 th Street			
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.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/28/16
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached are vouchers dated June 3, 2016 through June 16, 2016 Nos. 161052 through Nos. 161202 the amount of \$ 846,331.63. Included in this listing are EFT's Nos. 3183 through Nos. 3193 and Library vouchers totaling \$ 7,358.61. Voided checks in the amount of \$ (137.00) are separately listed.

Attached are vouchers dated June 17, 2016 through June 23, 2016 Nos. 161203 through Nos. 161271 the amount of \$ 58,508.21.

Early release disbursements dated June 3, 2016 through June 15, 2016 under Resolution 2013-6920 in the amount of \$ 351,829.08 are provided on a separate listing and are also included on the complete disbursement listing.

Early release disbursements dated June 17, 2016 through June 22, 2016 under Resolution 2013-6920 in the amount of \$ 4,140.30 are provided on a separate listing and are also included on the complete disbursement listing.

The net payroll dated June 10, 2016 is \$ 365,234.94 previously estimated at \$ 366,000.00. Payroll deductions for June 10, 2016 are \$ 206,667.63 previously estimated at \$ 198,000.00.

The net payroll dated June 24, 2016 is \$ 371,242.88 previously estimated at \$ 355,000.00. Payroll deductions for June 24, 2016 are \$ 368,414.31 previously estimated at \$ 364,000.00.

The estimated payroll for July 8, 2016 is \$ 360,000.00 with estimated deductions of \$ 209,000.00.

Attached is a list of property tax refunds and settlements Nos. 16396 through Nos. 16404 and EFT Nos. 102 through Nos. 109 dated June 3, 2016 through June 16, 2016 in the amount of \$ 4,604,517.88. These payments have been released as authorized under Resolution 2013-6920.

Library vouchers on the June 7 Common Council meeting were approved by the Library Board at their May, 2016 meeting. The Library Board has not approved June vouchers for payment as of this writing. Approval of Library Vouchers which will be considered at the June 27, 2016 Library Board Meeting. Upon their approval, request is made to authorize release of the payments, otherwise Library vendors would not be paid for nearly 60 days.

COUNCIL ACTION REQUESTED

Motion approving net general checking account City vouchers in the range of Nos. 161052 through Nos. 161202 in the amount of \$ 846,331.63 dated June 3, 2016 through June 16, 2016.

Motion approving net general checking account City vouchers in the range of Nos. 161203 through Nos. 161271 in the amount of \$ 58,508.21 dated June 17, 2016 through June 23, 2016.

Motion approving the net payroll dated June 10, 2016 in the amount of \$ 365,234.94 and payments of the various payroll deductions in the amount of \$ 206,667.63 plus any City matching payments, where required.

Motion approving the net payroll dated June 24, 2016 in the amount of \$ 371,242.88 and payments of the various payroll deductions in the amount of \$ 368,414.31 plus any City matching payments, where required.

Motion approving the net payroll dated July 8, 2016 estimated at \$ 360,000.00 and payments of the various payroll deductions estimated at \$ 209,000.00, plus any City matching payments, where required

Motion approving property tax refunds and settlements Nos. 16396 through Nos. 16404 in amount of \$ 4,604,517.88 dated June 3, 2016 through June 16, 2016.

Motion approving the release of Library voucher payments upon approval of the Library Board.