

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, OCTOBER 4, 2016 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes:
Regular Common Council Meeting of September 20, 2016.
- D. Hearings.
- E. Organizational Business.
Board and Commission Mayoral Appointments:
 - (1) Luther Graef, 8503 S. Country Club Drive, Ald. Dist. 1 – Board of Water Commissioners (5 year term expiring 9/30/2021).
 - (2) Timothy Solomon, 8026 S. Mission Drive, Ald. Dist. 2 – Community Development Authority (4 year term expiring 8/30/2020).
 - (3) Marilyn Bolton, 8035 W. Imperial Drive, Ald. Dist. 2 – Board of Health (2 year term expiring 4/30/2018).
 - (4) Steve Patz, 8722 W. Cascade Drive., Ald. Dist. 2 – Library Board (3 year term expiring 6/30/2019).
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Financial Services Reimbursement Agreement with Towne Realty, Inc.
 - 2. Financial Services Proposal From Ehlers Related to Towne Realty, Inc. Development at 7333 S. 27th Street up to \$7,500.
 - 3. Direction on Interest and Penalty Due From Milwaukee County for Late Tax Settlement.
 - 4. An Ordinance to Amend the Unified Development Ordinance (Zoning Map) to Rezone a Portion of a Certain Parcel of Land From C-1 Conservancy District to R-6 Suburban Single-Family Residence District (a Portion of the Property at 7501 South 49th Street) (Approximately 1.867 Acres) (Rick J. Przybyla, President of Creative Homes, Inc., Applicant).
 - 5. A Resolution Authorizing the Installation of a Shed Within the 40 foot Landscape Planting Buffer Plat Restriction, Upon Lot 9 in Victory Creek Estates Subdivision (4089 West Whispering Ridge Pass) (William Gebhard and Melissa Bania (Gebhard), Applicants).
 - 6. An Ordinance to Amend the Unified Development Ordinance Text at Table 15-3.0603 to Delete Standard Industrial Classification Major Group No. 86 Membership Organizations From Certain Zoning Districts, Delete the Planned Development District

Common Council Meeting Agenda

October 4, 2016

Page 2

- Column and to Include All Membership Organizations and Religious Organizations as Permitted Uses in the I-1 Institutional District (City of Franklin, Applicant).
7. Request for Reimbursement for Water Main Oversizing at Victory of the Lamb Church, 11120 W. Loomis Road.
 8. A Resolution Authorizing Officials to Execute a Sanitary Sewer Connection Agreement with Christopher And Rebecca Guendel For Property Located at 7160 S. Woelfel Road.
 9. A Request to Approve Payment for R.A. Smith National, Inc. for Services Related to Matt Talbot Development at 9132 S. 92nd Street in the Amount of \$28,478.18.
 10. Letter from Max Fonsing Appealing Noxious Weed Determination for Property Located at 7730 W. Terrace Drive.
 11. August 2016 Financial Report.
 12. Authorize the Director of Administration to Execute the Necessary Agreement with Paragon Development Systems (PDS) for Services and Equipment Purchases Not-to-Exceed \$113,527 for the "Virtual Server & Storage" Project.
 13. Committee of the Whole Recommendation:
 - (a) Review of Mayor's Recommended 2017 Budget (Including all Funds, Departments, Revenues, Expenditures and Activities).
 - (b) City Purchase of Property for Sale (Tax Key Nos. 886-9985-000, 15.1 Acres and 885-9997-000, 10.09 Acres) in the Woodview Neighborhood, in the Vicinity of Planned Public Park Site PN3 in the Comprehensive Outdoor Recreation Plan, for Public Park Purposes. The Common Council may enter closed session pursuant to §19.85(1)(e), Wis. Stats., to Consider City Purchase of Property for Sale (Tax Key Nos. 886-9985-000, 15.1 Acres and 885-9997-000, 10.09 Acres) in the Woodview Neighborhood, in the Vicinity of Planned Public Park Site PN3 in the Comprehensive Outdoor Recreation Plan, for Public Park Purposes.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of October 4, 2016.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

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

REMINDERS:

October 6	Plan Commission Meeting	7:00 p.m.
October 18	Common Council Meeting	6:30 p.m.
October 20	Plan Commission Meeting	7:00 p.m.
October 30	Trick or Treat Observance	4:00-7:00 p.m.
October 31	Committee of the Whole	6:30 p.m.
November 1	Common Council Meeting	6:30 p.m.

BLANK PAGE

- RETAIL FOOD AND REC. PROGRAMS FOR THE WIS. DEPT. OF AGRICULTURE, TRADE & HUMAN PROTECTION G.14. Alderman Taylor moved to authorize the Director of Health and Human Services to sign the contract to administer the retail food and recreational programs for the Wisconsin Department of Agriculture, Trade, and Consumer Protection. Seconded by Alderman D. Mayer. All voted Aye; motion carried.
- APPLICATION OF OAK CREEK WATER & SEWER UTILITY G.1. Information was provided by the City Attorney on the Public Service Commission of Wisconsin case Docket No. 4310-CW-108: Application of Oak Creek Water and Sewer Utility, Milwaukee County, Wisconsin, to Construct Pumping and Water Storage Improvements and New Disinfection Facilities at the Water Treatment Plant.
- RES. 2016-7224 JOHN'S DISPOSAL SERVICES, INC. FOR COLLECTION OF BIOHAZARD CONTAINERS G.10. Alderman Taylor moved to adopt Resolution No. 2016-7224, A RESOLUTION FOR CONTRACT AMENDMENT WITH JOHN'S DISPOSAL SERVICE, INC FOR COLLECTION OF BIOHAZARD CONTAINERS subject to technical corrections to the Resolution and Contract. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES. 2016-7225 HEALTHCARE WASTE MANAGEMENT, INC. TO REMOVE MEDICAL WASTE G.11. Alderman Taylor moved to adopt Resolution No. 2016-7225, A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT WITH HEALTHCARE WASTE MANAGEMENT, INC. FOR COLLECTION OF BIOHAZARD CONTAINERS, subject to technical corrections to the Resolution and Contract. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- RECONSIDERATION OF ACTION RES. 2016-7222 PROJECT PLAN AND BOUNDARIES FOR AND CREATION OF TID 5 G.2. Alderwoman S. Mayer moved to suspend the regular order of business to allow Ron Gindt to speak. Motion failed due to the lack of a second.
- Alderwoman S. Mayer moved to reconsider action taken on September 6, 2016 to adopt Resolution No. 2016-7222, A Resolution Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 5, City of Franklin, Wisconsin, as amended. Motion died due to the lack of a second.
- Alderwoman S. Mayer vacated her seat at 7:50 p.m.
- DENY AMENDMENT TO UDO FOR INSTALLATION OF SIGNAGE ON BALLPARK G.3. Alderman D. Mayer moved to deny an Ordinance to amend Section 15-3.0442 of the Unified Development Ordinance Planned Development District No. 37 (The

FENCING(BILL ZIMMERMAN,
APPLICANT)

Rock Sports Complex/Ballpark Commons) to allow for the installation of signage on the Ballpark fencing (corner of South 76th Street and West Crystal Ridge Drive)(Bill Zimmerman, Vice President, MKE Sports & Entertainment, Applicant). Seconded by Alderman Dandrea. All voted Aye; motion carried.

PRELIMINARY PLAT FOR
EVERGREEN PARK ESTATES AT
(RICK PRZYBYLA, PRES. OF
CREATIVE HOMES, INC.,
APPLICANT)

G.4. Alderman Taylor moved to table a Resolution conditionally approving a Preliminary Plat for Evergreen Park Estates Subdivision (at approximately 7501 South 49th Street)(Rick J. Przybyla, President of Creative Homes, Inc., Applicant). Seconded by Alderman D. Mayer. All voted Aye; motion carried.

AMEND UDO TO REZONE LAND
7501 S. 49TH ST. (RICK
PRZYBYLA, CREATIVE HOMES,
INC.)

G.5. Alderman Dandrea moved to table an Ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a portion of a certain parcel of land from C-1 Conservancy District to R-6 Suburban Single-Family Residence District (a portion of the property at 7501 South 49th Street)(approximately 1.87 acres)(Rick J. Przybyla, President of Creative Homes, Inc., Applicant). Seconded by Alderman D. Mayer. All voted Aye; motion carried.

MAYOR'S 2017 RECOMMENDED
BUDGET

G.6. Alderwoman S. Mayer returned to her seat at 7:58 p.m.

Alderman Barber vacated his seat at 8:02 p.m. and returned to his seat at 8:05 p.m.

Alderman D. Mayer vacated his seat at 8:22 p.m. and returned to his seat at 8:25 p.m.

Alderman Taylor moved to forward consideration of the Mayor's 2017 Recommended Budget to the Committee of the Whole meeting on October 3, 2016. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

AGREEMENT WITH TOWN OF
WATERFORD TO PROVIDE
ADVANCED LIFE SUPPORT
(ALS)

G.7. Alderman Taylor moved to establish an agreement to provide Advanced Life Support (ALS) intercept services to the Tichigan Volunteer Fire company and the Town of Waterford. Seconded by Alderman Barber. On roll call, Alderwoman S. Mayer, Alderman Barber, Alderman Taylor, and Alderman Dandrea voted Aye; Alderman D. Mayer Abstained. Motion carried.

ORD. 2016-2231
AMEND MUNICIPAL CODE TO

G.8. Alderman Taylor moved to table to the next Council meeting an Ordinance to amend the Municipal Code,

CHANGE PARK HOURS TO
"FROM DAWN TO DUSK"

"Regulations Governing Parks". Motion died due to lack of a second.

Alderman S. Mayer moved to adopt Ordinance No. 2016-2231, AN ORDINANCE TO AMEND §183-48 OF THE MUNICIPAL CODE, "REGULATIONS GOVERNING PARKS", PURSUANT TO THE RECOMMENDATION OF THE PARK COMMISSION, subject to technical corrections to define dawn and dusk. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2016-7226
SPECIAL ASSESSMENT POWERS
AND ESTABLISH PUBLIC
HEARING DATE FOR COST OF
NON-DECORATIVE STREET
LIGHTING ON S. 27TH ST.

G.9. Alderman Taylor moved to adopt Resolution No. 2016-7226, A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS GRANTED BY SECTION 207-15 OF THE MUNICIPAL CODE, AND SECTION 66.0701 OF THE STATE STATUTES AND ESTABLISH A PUBLIC HEARING DATE, OCTOBER 18, 2016, FOR THE COST OF NON-DECORATIVE STREET LIGHTING ON S. 27TH STREET (USH 241) FROM W. RAWSON AVENUE TO W. VILLA DRIVE. Seconded by Alderman Dandrea. All voted Aye; motion carried.

ORD. 2016-2232
PLACEMENT OF STOP SIGNS ON
S. NORTH CAPE RD.

G.12. Alderman S. Mayer moved to adopt Ordinance No. 2016-2232, AN ORDINANCE TO ESTABLISH PLACEMENT TO STOP SIGNS ON S. NORTH CAPE ROAD AT ITS INTERSECTION WITH W. RAWSON AVENUE. Seconded by Alderman Taylor. All voted Aye; motion carried.

MAX FONSSING APPEAL OF
NOXIOUS WEED
DETERMINATION FOR
7730 W. TERRACE DR.

G.13. Alderman D. Mayer moved to table to the October 4, 2016 Common Council meeting, the appeal from Max Fongsing for the noxious weed determination at 7730 West Terrace Drive. Seconded by Alderman Barber. All voted Aye; motion carried.

FIBER OPTIC BACKBONE
CABLING PROJECT

G.17. Alderman Taylor moved to authorize the Director of Administration to execute a Proposal with the lowest vendor for the two cabling projects described as the "Franklin City Hall Fiber Optic Backbone Project" not to exceed \$9,000 and allow negotiations for any additional cabling as staff deems necessary, subject to technical changes with regard to boilerplate changes. Seconded by Alderman Dandrea. On roll call, Alderman Dandrea, Alderman D. Mayer, Alderman Taylor and Alderman

Barber voted Aye; Alderwoman S. Mayer Abstained.
Motion carried.

CLOSED SESSION
PURCHASE OF PROPERTY FOR
SALE IN WOODVIEW
NEIGHBORHOOD FOR PUBLIC
PARK PURPOSES

G.18. Alderman Taylor Motion to refer consideration of the potential acquisition of property for public park purposes in the general southwest area of the City to the October 3, 2016 Committee of the Whole meeting. Seconded by Alderman Dandrea. On roll call, all voted Aye; motion carried.

LICENSES AND PERMITS

H.1. Alderman Taylor moved to approve the following:
Grant Operators' Licenses to Nicole Lessley, 6160 S. 6th St., Milwaukee; Alyssa Edwards, 550 W. Riverwood Dr., Oak Creek; Melissa Martin, 7883 S. Scepter Dr., Franklin; Carol Radliff, 1000 S. 75th St., West Allis; Kayla Rome, 3932 N. 41st St., Milwaukee; Kiera Russell, 9211 S. 51st St., Franklin; and Maxwell VanEgeren, 2757 N. Bartlett Ave., Milwaukee. Seconded by Alderman Barber. All voted Aye; motion carried.

VOUCHERS AND PAYROLL

I.1. Alderman Dandrea moved to approve the following:
City vouchers with an ending date of September 15, 2016 in the amount of \$1,953,174.10; Payroll dated September 16, 2016 in the amount of \$370,234.06 and payments of the various payroll deductions in the amount of \$225,704.71, plus City matching payments; and Estimated payroll dated September 30, 2016 in the amount of \$410,000.00 and payments of the various payroll deductions in the amount of \$380,000.00, plus City matching payments. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderman Taylor moved to adjourn the meeting at 8:47 p.m. Seconded by Alderman Dandrea. All voted Aye; motion carried.

BLANK PAGE

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COMMON COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 10/4/16</p>
<p style="text-align: center;">ORGANIZATIONAL BUSINESS</p>	<p style="text-align: center;">Board and Commission Appointments</p>	<p style="text-align: center;">ITEM NUMBER</p>

The following appointments have been submitted by the Mayor for Council confirmation:

- (1) Luther Graef, 8503 S. Country Club Drive, Ald. Dist. 1 – Board of Water Commissioners (5 year term expiring 9/30/2021).
- (2) Timothy Solomon, 8026 S. Mission Drive, Ald. Dist. 2 – Community Development Authority (4 year term expiring 8/30/2020).
- (3) Marilyn Bolton, 8035 W. Imperial Drive, Ald. Dist. 2 – Board of Health (2 year term expiring 4/30/2018).
- (4) Steve Patz, 8722 W. Cascade Drive., Ald. Dist. 2 – Library Board (3 year term expiring 6/30/2019).

COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral appointments:

Luther Graef, 8503 S. Country Club Drive, Ald. Dist. 1 – Board of Water Commissioners (5 year term expiring 9/30/2021).

Timothy Solomon, 8026 S. Mission Drive, Ald. Dist. 2 – Community Development Authority (4 year term expiring 8/30/2020).

Marilyn Bolton, 8035 W. Imperial Drive, Aldo. Dist. 2 – Board of Health (2 year term expiring 4/30/2018).

Steve Patz, 8722 W. Cascade Drive., Ald. Dist. 2 – Library Board (3 year term expiring 6/30/2019).

BLANK PAGE

<p>Approval <i>Slw</i></p>	<p>Council Action Sheet</p>	<p>MEETING DATE 10/4/16</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Financial Services Reimbursement Agreement with Towne Realty, Inc.</p>	<p>ITEM NUMBER <i>G.I.</i></p>

Background

Towne Realty Inc. in partnership with Zilber, Ltd. has proposed a mixed-use development at 7333 S. 27th Street. As part of the proposal Towne has requested a development incentive from the existing Tax Increment District No. 3 (TID 3).

Agreement:

The provided agreement states that the City will contract with Ehlers for Developer Pro-forma Review and Assistance with Developer Negotiations for the proposed project. Towne agrees to pay all associated costs of the City's contract with Ehlers, estimated to be between \$2,500 and \$7,500, if a development agreement is not approved between the City and Towne for development of the parcel. If a development agreement is reached the cost of the contract with Ehlers would be borne by TID 3.

The City's contract with Ehlers includes an assessment of need for TID support for the project to move forward. Ehlers will also provide insight and assistance in negotiating a potential development agreement between the City and Towne for the proposed project.

Later on the 10/4/16 agenda, will be a corresponding action to authorize the referenced contract with Ehlers.

COUNCIL ACTION REQUESTED

Motion to approve the financial services reimbursement agreement with Towne Realty, Inc.

**Ehlers, Inc. Developer Pro-forma Review and Assistance with Developer
Negotiations Cost Reimbursement Agreement Between the City of Franklin and
Towne Realty, Inc.**

This Agreement, entered into this ___ day of October, 2016, is made between the City of Franklin ("City"), 9229 West Loomis Road, Franklin, Wisconsin 53132 and Towne Realty, Inc. ("Towne"), 710 N. Plankton Avenue, Milwaukee, Wisconsin 53203.

WHEREAS, the City contracts Ehlers, Inc. ("Ehlers") for municipal financial advisory services including development pro-forma review and assistance with developer negotiations.

WHEREAS, Towne has proposed a mixed-use development at 7333 S. 27th Street, Franklin, WI and has requested financial assistance in the form of a development incentive from existing Tax Increment District #3 ("TID 3") in the City of Franklin.

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, City and Towne agree as follows:

1. The City will contract Ehlers for the services outlined in their proposal to the Director of Economic Development on September 28, 2016 ("Contract"). See attachment A. The Contract will remain under the sole oversight of the City.
2. Towne hereby agrees to pay all costs associated with the Contract, estimated to be between \$2,500 and \$7,500.
3. Additional work by the City not directly related to the terms outlined in the Contract shall not be covered by this agreement unless otherwise amended as outlined under the terms of this agreement.
4. The City will be responsible for making payments to Ehlers to fulfill the terms of the Contract. The City will pass all costs associated with the Contract in the form of invoices to Towne. Towne will be responsible for making payments to the City within 30 days of receiving invoices from the City.
5. The costs of the contract are eligible expenses of TID 3. If a development agreement is reached between the City and Towne, or its affiliates or assigns, for development of 7333 S. 27th Street, Franklin, WI this agreement shall be null and void, with all costs related to the contract paid for by TID 3.
6. This agreement shall become effective when signed by both parties and will terminate on the earlier of:
 - the date services and payments required by this Agreement are fulfilled, or
 - the date both parties agree to terminate the Agreement by written notice to each other.

7. This Agreement may be modified only by a writing signed by both parties.
8. This Agreement shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.
9. This Agreement does not create a partnership relationship. Towne does not have the right to amend the Contract between the City and Ehlers, nor does it have the right to otherwise represent the City.

IN WITNESS WHEREOF, the City and Towne have caused this Agreement to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

TOWNE REALTY, INC.

BY: _____

BY: _____

PRINT NAME: Stephen R. Olson

PRINT NAME: _____

TITLE: Mayor

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: Sandra L. Wesolowski

TITLE: City Clerk

DATE: _____

BY: _____

PRINT NAME: Paul Rotzenberg

TITLE: Director of Finance & Treasurer

DATE: _____

BY: _____

PRINT NAME: Jesse A. Wesolowski

TITLE: City Attorney

DATE: _____

September 28, 2016



Aaron Hertzberg
Director of Economic Development
City of Franklin
9229 W. Loomis Rd
Franklin, WI 53132

Re: Written Municipal Advisor Client Disclosure with the City of Franklin (“Client”) for Developer Pro-forma Review and Assistance with Developer Negotiations related to the Zilber Development (“Project” Pursuant to MSRB Rule G-42)

Dear Aaron:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rule G-42 to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers

Dawn R. Gunderson, CPFO, CIPMA
Senior Municipal Advisor

CC: Michael Harrigan, Ehlers
Tracy Ringwell, Ehlers

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).



Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Ehlers has identified the following actual or potential material conflicts of interest as part of this project:

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the Securities and Exchange Commission (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing

Appendix B

Project Pro Forma Analysis and Developer Negotiations

Scope of Service

Client has requested that Ehlers to undertake a review of the project pro forma for Zilber Development ("Project") and to assist in the negotiation of terms of a development agreement for the Project. Ehlers will undertake an independent review of the developer's proposed project sources, uses and cash flows to assess financial feasibility and to identify the "gap", if any, between expected performance and the performance required to achieve a reasonable rate of return. The results of this analysis will give the Client substantial information to help determine if and how to move forward with future negotiations with the developer. To accomplish this, Ehlers proposes and agrees to provide the following scope of services:

- Review the developer's submittal and financial data, including but not limited to sources and uses of funds, construction and financing costs, annual revenues and expenses, and Client revenues from the proposed project that may support financing the developer's gap, if any.
- Prepare project pro formas with and without Client financial assistance. Ehlers will review the developer's numbers and methodology as compared to Ehlers' model and assumptions utilizing industry and market standards. Ehlers will prepare other alternate scenarios to provide the Client a reasonable understanding of the developer's anticipated returns and risks to the Client.
- Estimate Client revenues (tax increment revenues or other revenues as may be specific to the project) from the proposed project that may support financing the developer's "gap," if any, and compare to the developer's numbers. Ehlers will examine whether these revenues are appropriate to fill the "gap," if any. Ehlers will review and provide feedback on whether any of the developer's project costs are eligible expenses under state statutes.
- Prepare a summary report to the Client. The report will summarize our findings and make recommendations as appropriate to the Client. Ehlers will make a presentation to the Client Board/Council as appropriate.
- Participate in Developer Negotiations, as requested by the Client. Ehlers will participate with the Client negotiating team in developer negotiations to create or review term sheets, development or redevelopment agreements, and financing options. The final agreement is subject to attorney approval. Based on the financial analyses outlined above, Ehlers will make recommendations to the Client on the amount, type, and timing of incentives or assistance to the Developers and the use of "Look Back" provisions in development agreements, so that if the project is more successful than anticipated, the developer returns funds to the municipality.
- Implementation of Look Back Provision. Should a "Look Back" provision be utilized in the development or redevelopment agreement, Ehlers will review the developer's actual numbers in accordance with the timing and terms outlined in the agreement. Ehlers will inform the Client of the results and make a summary report available for Client and developer review, as authorized by the Client.
- Identify options for financing any needed Client portion of the project, as necessary.

Compensation

For all work performed and services provided under the Scope of Service section set forth herein, Ehlers will bill Client at the following hourly rates for personnel assigned to the Project:

Senior Municipal Advisor	\$225-250/hour
Municipal Advisor	\$200-230/hour
Financial Specialist II	\$190-215/hour
Financial Specialist I	\$175-195/hour

We estimate that the total billings for the Project will be in the range of \$2,500 to \$7,500. Changes to the developer's pro forma, introduction of new information, preparation of alternative scenarios and protracted negotiations are all variables that can impact the time needed to achieve Client's desired results. If we anticipate that total billings will exceed the upper range of our initial estimate, we will provide a revised estimate and request authorization prior to continuing with the work.

Payment for Services

Ehlers will invoice Client each month for the work completed in the prior month. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

<p style="text-align: center;">Approval <i>Slw</i></p>	<p style="text-align: center;">Council Action Sheet</p>	<p style="text-align: center;">MEETING DATE 10/4/16</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Financial Services Proposal from Ehlers related to Towne Realty, Inc. development at 7333 S. 27th Street up to \$7,500.</p>	<p style="text-align: center;">ITEM NUMBER <i>G.2.</i></p>

Background

Towne Realty, Inc. in partnership with Zilber, Ltd. has proposed a mixed-use development at 7333 S. 27th Street. As part of the proposal, Towne has requested a development incentive from the existing Tax Increment District No. 3 (TID 3). A prior item on the 10/4/16 Council Agenda, includes an agreement for Towne to reimburse the City for services completed by Ehlers in this agreement, if a development agreement is not reached between the City and Towne. If a development agreement is reached, the costs of the City's contract with Ehlers will be borne by TID 3.

Agreement:

The proposed contract with Ehlers is for Developer Pro-forma Review and Assistance with Developer Negotiations for the proposed Towne project. This includes an assessment of need for TID support for the project to move forward. Ehlers will also provide insight and assistance in negotiating a potential development agreement between the City and Towne. Services will be billed at an hourly rate and are expected not to exceed \$7,500.

Budget:

Funding for the agreement is available in the professional services line item of the Economic Development budget, 01-0641-5219.

This item relates to a prior item on the 10/4/16 agenda, an agreement between Towne and the City regarding reimbursement of costs associated with this contract.

COUNCIL ACTION REQUESTED

Motion to approve the financial services proposal from Ehlers related to the Towne Realty, Inc. development proposed at 7333 S. 27th Street up to \$7,500.

Economic Development: AMH

September 28, 2016



EHLERS
LEADERS IN PUBLIC FINANCE

Aaron Hertzberg
Director of Economic Development
City of Franklin
9229 W. Loomis Rd
Franklin, WI 53132

Re: Written Municipal Advisor Client Disclosure with the City of Franklin ("Client") for Developer Pro-forma Review and Assistance with Developer Negotiations related to the Zilber Development ("Project" Pursuant to MSRB Rule G-42)

Dear Aaron:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rule G-42 to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers

Dawn R. Gunderson, CPFO, CIPMA
Senior Municipal Advisor

CC: Michael Harrigan, Ehlers
Tracy Ringwell, Ehlers

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).



Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Ehlers has identified the following actual or potential material conflicts of interest as part of this project:

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the Securities and Exchange Commission (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing

Appendix B Project Pro Forma Analysis and Developer Negotiations

Scope of Service

Client has requested that Ehlers to undertake a review of the project pro forma for Zilber Development (“Project”) and to assist in the negotiation of terms of a development agreement for the Project. Ehlers will undertake an independent review of the developer’s proposed project sources, uses and cash flows to assess financial feasibility and to identify the “gap”, if any, between expected performance and the performance required to achieve a reasonable rate of return. The results of this analysis will give the Client substantial information to help determine if and how to move forward with future negotiations with the developer. To accomplish this, Ehlers proposes and agrees to provide the following scope of services:

- Review the developer’s submittal and financial data, including but not limited to sources and uses of funds, construction and financing costs, annual revenues and expenses, and Client revenues from the proposed project that may support financing the developer’s gap, if any.
- Prepare project pro formas with and without Client financial assistance. Ehlers will review the developer’s numbers and methodology as compared to Ehlers’ model and assumptions utilizing industry and market standards. Ehlers will prepare other alternate scenarios to provide the Client a reasonable understanding of the developer’s anticipated returns and risks to the Client.
- Estimate Client revenues (tax increment revenues or other revenues as may be specific to the project) from the proposed project that may support financing the developer’s “gap,” if any, and compare to the developer’s numbers. Ehlers will examine whether these revenues are appropriate to fill the “gap,” if any. Ehlers will review and provide feedback on whether any of the developer’s project costs are eligible expenses under state statutes.
- Prepare a summary report to the Client. The report will summarize our findings and make recommendations as appropriate to the Client. Ehlers will make a presentation to the Client Board/Council as appropriate.
- Participate in Developer Negotiations, as requested by the Client. Ehlers will participate with the Client negotiating team in developer negotiations to create or review term sheets, development or redevelopment agreements, and financing options. The final agreement is subject to attorney approval. Based on the financial analyses outlined above, Ehlers will make recommendations to the Client on the amount, type, and timing of incentives or assistance to the Developers and the use of “Look Back” provisions in development agreements, so that if the project is more successful than anticipated, the developer returns funds to the municipality.
- Implementation of Look Back Provision. Should a “Look Back” provision be utilized in the development or redevelopment agreement, Ehlers will review the developer’s actual numbers in accordance with the timing and terms outlined in the agreement. Ehlers will inform the Client of the results and make a summary report available for Client and developer review, as authorized by the Client.
- Identify options for financing any needed Client portion of the project, as necessary.

Compensation

For all work performed and services provided under the Scope of Service section set forth herein, Ehlers will bill Client at the following hourly rates for personnel assigned to the Project:

Senior Municipal Advisor	\$225-250/hour
Municipal Advisor	\$200-230/hour
Financial Specialist II	\$190-215/hour
Financial Specialist I	\$175-195/hour

We estimate that the total billings for the Project will be in the range of \$2,500 to \$7,500. Changes to the developer's pro forma, introduction of new information, preparation of alternative scenarios and protracted negotiations are all variables that can impact the time needed to achieve Client's desired results. If we anticipate that total billings will exceed the upper range of our initial estimate, we will provide a revised estimate and request authorization prior to continuing with the work.

Payment for Services

Ehlers will invoice Client each month for the work completed in the prior month. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of _____, 20___, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ehlers & Associates, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 375 Bishops Way, Suite 225, Brookfield, Wisconsin.

W I T N E S S E T H

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Tax Incremental District services.

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

- A. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for consultation with respect to providing non-exclusive financial advisory services, as described in CONTRACTOR's proposal to CLIENT dated February 9, 2016, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates with a not-to-exceed budget of \$7,500, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$7,500. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Economic Development Director, Aaron Hertzberg, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, _____ CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

- A. Limit of General/Commercial Liability \$3,000,000
- B. Automobile Liability: Bodily Injury/Property Damage \$1,000,000
- C. Excess Liability for General Commercial or Automobile Liability \$10,000,000

D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of financial advisors, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of financial advisors, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of financial advisors, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of _____.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

EHLERS & ASSOCIATES, INC.

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BLANK PAGE

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE October 4, 2016
REPORTS & RECOMMENDATIONS	Direction on Interest and Penalty due from Milwaukee County for Late Tax Settlement	ITEM NUMBER <i>G.3.</i>

Background

On August 15 of each year the final Real Estate Tax settlement occurs. The City, being the collection agent for overlapping taxing authorities, remits to all taxing authorities the last funds collected by July 31 on August 15th (School Districts, Technical College District, MMSD and Milwaukee County). Some Real Estate and Personal Property Taxes go uncollected each year. By State Statute, the unpaid Real Estate Taxes are purchased by the County and settled by August 22. Any uncollected personal property taxes are charged back to the taxing authorities in March of the following year.

In 2015, \$160,324 of omitted manufacturing real estate taxes plus \$43,937 of interest was added to the tax roll. This was related to under assessed manufacturing property dating for 2010, 2011, 2012, 2013 & 2014. Manufacturing property is assessed by the WI Department of Revenue.

The property owner continues to dispute the assessment and related taxes. The taxes went unpaid. These omitted taxes were then part of the tax settlement with Milwaukee County in August 2016. Milwaukee County did not purchase these taxes as required by WI Stat 74.43.

[(3) COUNTY TREASURER TO ACCEPT UNPAID TAXES. If the roll is delivered under sub. (1), the county treasurer shall accept all unpaid real property taxes, special assessments, special charges and special taxes contained in the tax roll.]

Wi Stat 74.31 assesses a penalty and interest on unpaid settlements.

74.31 Failure to settle timely. If the taxation district treasurer or county treasurer does not settle as required under ss. 74.23 to 74.30:

74.31(1) **(1) INTEREST CHARGE.** The taxation district or county which has not settled shall pay 12 percent annual interest on the amount not timely paid to the taxing jurisdiction, including this state, to which money is due, calculated from the date settlement was required.

74.31(2) **(2) PENALTY.** The taxing jurisdiction, including this state, to which money is due may demand, in writing, payment from the taxation district or county which has not settled. If, within 3 days after receipt of a written demand, settlement is not made, the taxation district or county shall pay the taxing jurisdiction, including this state, making the demand a 5 percent penalty on the amount remaining unpaid.

On August 30, 2016, Franklin's Dir of Finance & Treasurer noticed the Milwaukee County Treasurer of the unpaid taxes and placed a claim for the interest and penalty per the Statutes.

On Sept 22, 2016, Milwaukee County paid the unpaid taxes in question but not the interest or penalty.

Analysis

The Milwaukee County Treasurer has verbally claimed that there were questions about the requirement to settle the omitted taxes, which caused the delay in payment. The County Treasurer has asked that the interest and penalty, totaling \$8,655.87, be waived.

Milwaukee County partners with the City on many issues. For example, the County has, by intergovernmental agreement, agreed to pay the maintenance fees on the tax billing software. The ease of communicating the details of unpaid taxes by parcel are facilitated by both parties working with the same software. The annual maintenance fees are over \$6,000.

The County Treasurer's office works with City staff on several state programs that are administered via the Real Estate tax billing process; School Levy credit, and First Dollar credit, being the two most prominent.

Un-related to the Real Estate taxes, the County and City work together on many services and projects.

Fostering a working relationship is in the interest of both parties.

Options

The City of Franklin could insist on collecting the interest and penalty on this late payment

Or

The City could waive the interest (\$1,482.50)

Or

The City could waive the penalty charge (\$7,173.37)

Or

The City could waive the interest and penalty. (\$8,655.87)

Recommendation

Staff recommends waiving both the interest and penalty.

COUNCIL ACTION REQUESTED

Motion directing the Dir of Finance & Treasurer to waive the interest and penalty due from Milwaukee on late settlement of the 2015 tax roll.

Or Such other action the Common Council deems appropriate.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/04/16</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A PORTION OF A CERTAIN PARCEL OF LAND FROM C-1 CONSERVANCY DISTRICT TO R-6 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT (A PORTION OF THE PROPERTY AT 7501 SOUTH 49TH STREET) (APPROXIMATELY 1.867 ACRES) (RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC., APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6.4.</i></p>

At their July 21, 2016 meeting, following a properly noticed public hearing, the Plan Commission recommended approval of an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a portion of a certain parcel of land from C-1 Conservancy District to R-6 Suburban Single-Family Residence District (a portion of the property at 7501 South 49th Street) (approximately 1.867 acres) (Rick J. Przybyla, President of Creative Homes, Inc., Applicant).

This item was tabled at the August 16th, September 6th and September 20th Common Council meetings, pending submittal of additional natural resource information primarily related to the associated Preliminary Plat Application. The applicant is continuing to work with the Wisconsin Department of Natural Resources; however, is requesting that the City move forward with the approval of the Rezoning Application.

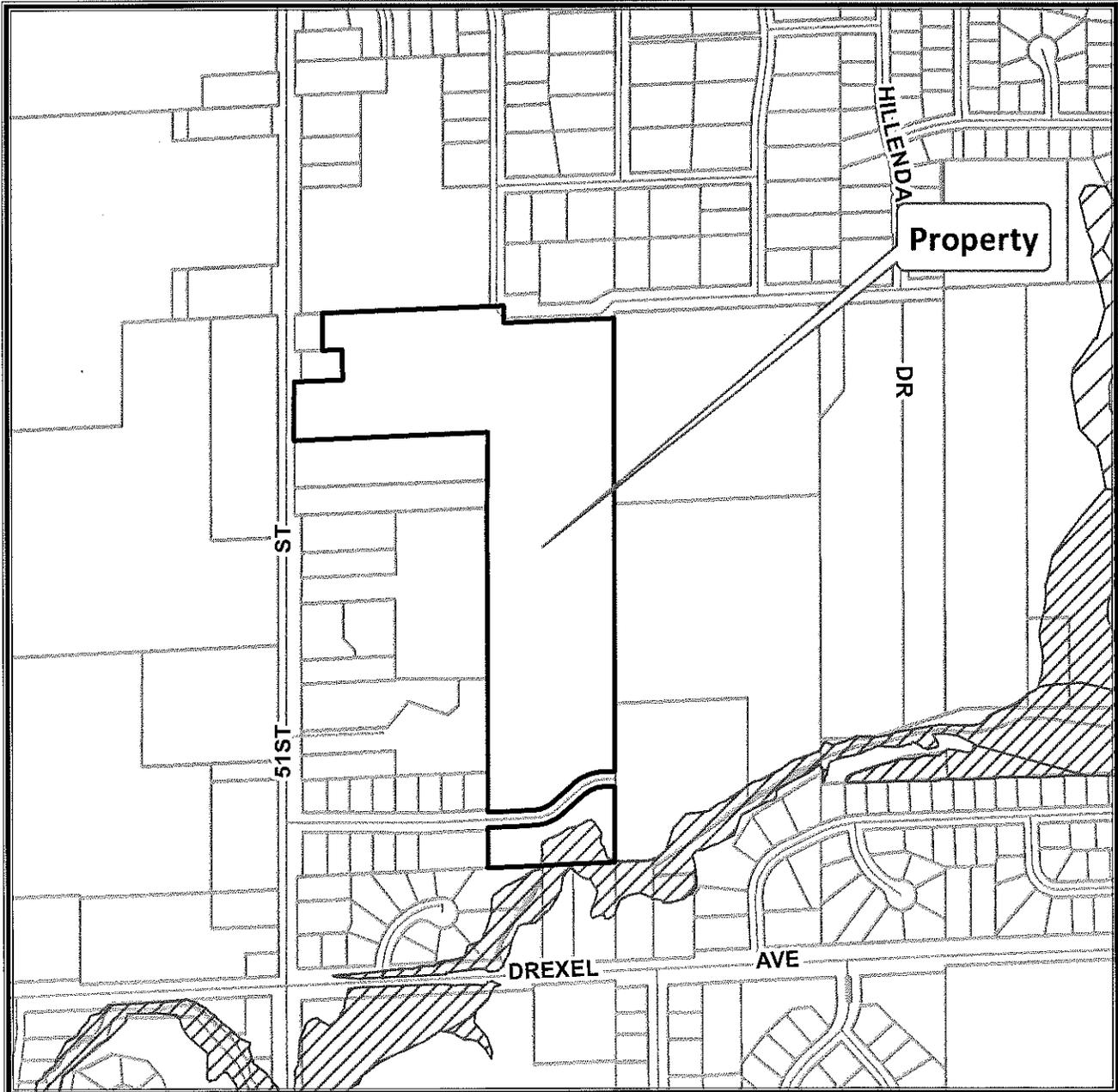
The submittal of this application was at the request of the Department of City Development and staff supports the approval at this time.

COUNCIL ACTION REQUESTED

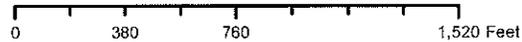
A motion to adopt Ordinance 2016-_____, an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a portion of a certain parcel of land from C-1 Conservancy District to R-6 Suburban Single-Family Residence District (a portion of the property at 7501 South 49th Street) (approximately 1.867 acres) (Rick J. Przybyla, President of Creative Homes, Inc., Applicant).



7501 S. 49th Street
TKN: 788 9981 001



Planning Department
(414) 425-4024



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



2016 Aerial Photo



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of July 21, 2016

Rezoning and Preliminary Plat

RECOMMENDATION: City Development Staff recommends approval of the Rezoning and Preliminary Plat Applications for the development of six single-family residential lots, subject to the conditions as noted in the attached draft ordinance and resolution.

Project Name:	Evergreen Park Estates Rezoning and Preliminary Plat
Project Address:	7501 South 49 th Street
Applicant:	Rick Przybyla, Creative Homes, Inc.
Owners (property):	Franklin Oasis, LLC
Current Zoning:	R-6 Suburban Single-Family Residence District and C-1 Conservancy District
Proposed Zoning:	R-6 Suburban Single-Family Residence District
Use of Surrounding Properties:	Single-family residential to the north and south, Pleasant View Elementary School and Pleasant View Neighborhood Park to the east and single-family and multi-family residential to the west
Applicant Action Requested:	Recommendation of approval of the Rezoning and Preliminary Plat

Introduction:

Please note:

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

On June 20, 2016, the applicant submitted an application for a Rezoning and Preliminary Plat for property located at 7501 South 49th Street. The preliminary plat proposes to subdivide the existing 32.67-acre property into six R-6 single-family residential lots and five outlots. The five outlots are reserved for future single-family residential lots, future storm water management facilities and/or consist of protected natural resource features. A concept plan of the future lot layout is attached.

At the request of Department of City Development staff, based upon Section 15-1.0111 of the Unified Development Ordinance (below), the applicant also submitted a Rezoning Application to rezone a portion of the property located at 7501 South 49th Street from C-1 Conservancy District to R-6 Suburban Single-Family Residence District.

SECTION 15-1.0111 REPEAL

A. Repeal of Zoning Ordinance. The City of Franklin Ordinance No. 221 adopted on February 6, 1968 and subsequent amendments thereto, relating to the zoning of land is hereby repealed and all other Ordinances or parts of Ordinances of the City of Franklin inconsistent or conflicting with this Ordinance, to the extent of the inconsistency or conflict only, are hereby repealed, excepting Section 8.5 of Ordinance No. 221 (B-4 Regional Shopping District) and Section 12.1 of Ordinance No. 221 (C-1 Conservancy District), which shall remain in effect until such time, after duly held public hearing, as the Common Council rezones the lands in a B-4 or C-1 zoning pursuant to Ordinance No. 221 to a zoning district provided for within this Ordinance. Immediately upon approval of said rezonings, the aforementioned Sections 8.5 and 12.1 shall be repealed without further public hearing.

Project Description/Analysis:

Rezoning:

At the request of staff, the applicant submitted a Rezoning Application to rezone the C-1 Conservancy District portion of the subject property to R-6 Suburban Single-Family Residence District.

The C-1 portion of land is approximately 1.867 acres. The natural resource features required for protection located upon the property, including the C-1 District portion of land, will be protected in perpetuity within a Conservation Easement upon approval of a Final Plat.

Preliminary Plat:

The subject property is located between West Evergreen Street and the future extension of West Marquette Avenue, east of South 51st Street (Taxkey No. 788-9981-001). The property currently contains one single-family home and is approximately 32.67 acres.

The proposed Evergreen Park subdivision layout includes six residential lots and five outlots. One lot is located south of West Evergreen Street (Lot 1), three lots north of West Evergreen Street (Lots 2, 3 and 4) and two lots east of South 51st Street (Lots 5 and 6). The lots range in size from about 18,024 square feet to approximately 37,200 square feet, all exceeding the R-6 Residence District minimum of 11,000 square feet. The average or mean lot size is about 27,312.53 square feet. Lots 1 through 4 will be accessible from West Evergreen Street and Lots 5 and 6 will have access from South 51st Street.

For simplicity's sake and to try to keep the subdivision plat uncluttered, staff suggests that the applicant combine the four outlots north of Evergreen Street into one outlot. As Outlot 1 is likely undevelopable due to the extent of floodplain and wetlands, staff suggests that the applicant remove the note from Outlot 1 which states "Retained by Developer for Future Development". Should the applicant envision different phases of development, owners and/or uses for the four outlots, and have such detail available at this time, staff suggests that one outlot be created solely for the natural resource features to be protected, and such other outlots identified and noted accordingly.

A storm water pond exists to the south east of West Evergreen Street and the proposed subdivision development. The storm water pond design anticipated six residential lots abutting

West Evergreen Street and was sized and constructed accordingly; therefore, no additional storm water management facilities are required for those lots. Storm water calculations must be submitted for Lots 5 and 6; however, it is anticipated that storm water management facilities will not be required at this time. Staff recommends that any land disturbance and impervious surface within Lots 5 and 6 be made part of and included in the storm water calculations for any future phase of development upon the subject property.

Staff recommends that the applicant shall submit a revised Preliminary Plat application for Department of City Development review and approval, prior to submittal of a Final Plat, which includes:

- delineation on the revised preliminary plat of all 30-foot wetland buffers, all protected woodlands, all floodplain and floodway, and the conservation easement boundary;
- Site Intensity and Capacity worksheets;
- a draft copy of the declaration of deed restrictions and protective covenants;
- a grading and drainage plan;
- a draft Subdivision Development Agreement; and
- storm water management calculations.

Natural Resource Protection Plan:

A Natural Resource Protection Plan (NRPP) is required as part of the Rezoning and Preliminary Plat Application submittals. According to the project narrative, the site contains wetlands and woodlands. The site also contains floodplains and wetlands south of West Evergreen Street, which delineations are absent or are based on out-of-date information. Staff recommends that the applicant shall identify all natural resource features that require protection per Table 15-4.0100 of the Unified Development Ordinance and submit a revised project narrative or supplemental letter that lists all protected natural resource features that are located within the property, for Department of City Development review and approval as part of a revised Preliminary Plat application. Staff also recommends that the applicant shall submit a separate Natural Resource Protection Plan map exhibit that illustrates the entire site, and the delineations and areas (square footage) of all natural resource features onsite, pursuant to the requirements of Section 15-7.0201 of the Unified Development Ordinance, for Department of City Development review and approval as part of a revised Preliminary Plat application.

The wetlands were delineated by Dave Meyer of Wetland and Waterway Consulting on November 11, 2015. A full and complete wetland delineation report is on file with the Department of City Development. The cover letter of that report is attached. Dave Meyer is a Wisconsin Department of Natural Resources (WDNR) assured delineator; therefore, Department of City Development staff did not require separate review by a City consultant.

The applicant has identified two wetlands on the property. The wetlands are illustrated on the Preliminary Plat. A large wetland runs through the middle of the property and a smaller wetland exists to the east of the properties located at 7582 and 7610 S. 51st Street. The Wisconsin Department of Natural Resource Features Water Surface Data Viewer identifies the larger wetland as an intermittent stream; therefore, staff recommends that the applicant shall obtain a navigability determination from the Wisconsin Department of Natural Resources as part of a

revised Preliminary Plat application. If determined to be navigable, the applicant shall revise the Preliminary Plat, Natural Resource Protection Plan and Conservation Easement accordingly, including but not limited to, illustrating the 75-foot shore buffer.

The Natural Resource Protection Plan illustrates tree lines on the subject property; however, it is unclear if these areas meet the definitions of a grove, mature woodland or young woodland. Therefore, it is also not clear as to the extent these areas are required to be protected. Staff recommends that the applicant shall clearly and accurately identify on the Preliminary Plat, the Natural Resource Protection Plan, and the Conservation Easement all woodlands required for protection as defined by the Unified Development Ordinance, for Department of City Development review and approval as part of a revised Preliminary Plat application.

Staff recommends, pursuant to Section 15-8.0204 of the Unified Development Ordinance, that the applicant shall identify all significant mature or specimen trees and indicate the proposed method for preserving such trees, for Department of City Development review and approval as part of a revised Preliminary Plat application. Please note that in particular, such trees are located north of Evergreen Street along the eastern property boundary adjacent to Pleasant View Park.

Staff recommends, pursuant to City policy, that the applicant shall revise all building setback lines to be a minimum of six feet from the conservation easement when protected groves or woodlands are present, for Department of City Development review and approval, as part of a revised Preliminary Plat application.

The applicant has not yet provided a written conservation easement for staff review. Staff recommends that the applicant shall prepare a written conservation easement document for submittal as part of the Final Plat Application for Common Council review and approval.

Furthermore, staff suggests:

- that whenever possible, the conservation easement boundaries shall be located entirely within outlots, opposed to on individual lots.
- if a conservation easement exists on an individual lot, staff suggests marking the location of the conservation easement onsite utilizing signage or boulders.
- that the 50-foot wetland setback be included within conservation easement and shown as such on the Preliminary Plat.

Signage:

The applicant did not provide any signage information for this phase of the development. Staff recommends that any proposed subdivision monument sign(s) shall be subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Inspection Department.

Comprehensive Master Plan:

The 2025 Future Land Use Map designates the property at 7501 South 49th Street as Residential and Areas of Natural Resource Features. The proposed single-family residential use, along with

the protection of natural resources features within a conservation easement, is consistent with the City of Franklin 2025 Comprehensive Master Plan.

Staff Recommendation:

City Development Staff recommends approval of the Rezoning and Preliminary Plat Applications for the development of six single-family residential lots, subject to the conditions as noted in the attached draft ordinance and resolution.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2016-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE (ZONING MAP) TO REZONE A PORTION OF A CERTAIN PARCEL
OF LAND FROM C-1 CONSERVANCY DISTRICT TO
R-6 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT
(A PORTION OF THE PROPERTY AT 7501 SOUTH 49TH STREET)
(APPROXIMATELY 1.867 ACRES)
(RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC., APPLICANT)

WHEREAS, Rick J. Przybyla, President of Creative Homes, Inc. having petitioned for the rezoning of a portion of a certain parcel of land from C-1 Conservancy District to R-6 Suburban Single-Family Residence District, such land being located at 7501 South 49th Street; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 21st day of July, 2016, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

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

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

SECTION 1: §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the property described below be changed from C-1 Conservancy District to R-6 Suburban Single-Family Residence District:

Part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more particularly described as follows: Commencing at the southwest corner of said Southeast 1/4 of Section 11, thence N 1° 31' 23.74" E, 666.07' along the west line of said 1/4 Section, thence N 90° 00' 00" E, 805.92' to a point on the north right-of-way line of Evergreen Drive, thence N

88° 50' 50.04" E, 185.72' along said right-of-way, thence 12.80' along a curve on said right-of-way with a chord bearing of N 85° 58' 15.14" E and radius of 125.04', to the point of beginning of the lands to be described: N 1° 25' 31.05" W, 185.37' thence; N 23° 34' 09.50" W, 56.87' thence; N 48° 19' 21.01" W, 127.24' thence; N 1° 30' 31.15" W, 50.80' thence; N 24° 17' 36.81" E, 271.62' thence; N 8° 51' 54.18" E, 104.16' thence; N 3° 20' 22.82" E, 103.49' thence; N 12° 00' 34.31" E, 238.00' thence; N 20° 23' 56.45" E, 142.07' thence; N 38° 58' 43.10" E, 40.40' thence; S 63° 55', 22.59" E, 36.49' thence; S 3° 04' 08.17" W, 37.48' thence; S 19° 43' 53.47" W, 122.82' thence; S 12° 01' 21.00" W, 154.05' thence; S 0° 49' 08.88" W, 46.78' thence; S 18° 02' 00.44" W, 58.33' thence; S 8° 09' 00.75" W, 226.56' thence; S 20° 27' 25.27" W, 78.46' thence; S 30° 09' 57.90" W, 155.81' thence; S 3° 22' 09.03" E, 22.76' thence; S 49° 39' 30.33" E, 105.30' thence; S 21° 31' 02.24" E, 94.82' thence; S 1° 48' 18.19" W, 175.43' to a point on the north right-of-way of Evergreen Drive, thence; 48.77' along said right-of-way along a curve with a chord bearing of N 71° 51' 43.53" E and radius of 125.03' to the point of beginning. Said lands containing 1.867 acres more or less. Tax Key No. (a part of) 788-9981-001.

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: i) its passage and publication; and ii) Common Council approval of and the recording of a Preliminary Plat, the application for which is on file and pending upon the date of adoption of this Ordinance.

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

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

ORDINANCE NO. 2016-____
Page 3

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

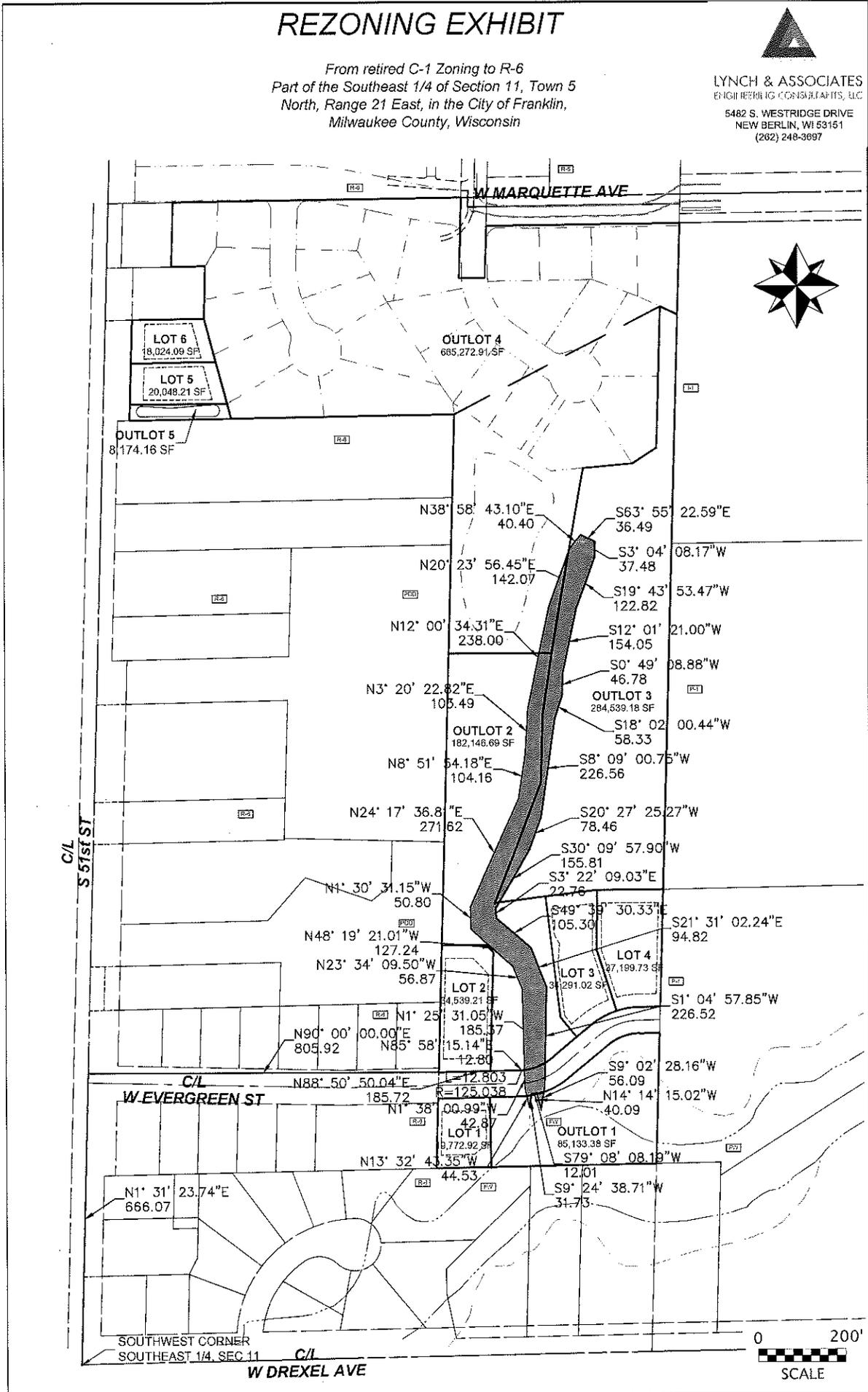
AYES _____ NOES _____ ABSENT _____

REZONING EXHIBIT

From retired C-1 Zoning to R-6
 Part of the Southeast 1/4 of Section 11, Town 5
 North, Range 21 East, in the City of Franklin,
 Milwaukee County, Wisconsin



LYNCH & ASSOCIATES
 ENGINEERING CONSULTANTS, LLC
 5482 S. WESTRIDGE DRIVE
 NEW BERLIN, WI 53151
 (262) 248-3697





LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

Legal Description of land that is part of the Evergreen Park Estates to be rezoned from the retired C-1 district to R-6:

Part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the southwest corner of said Southeast 1/4 of Section 11, thence N 1° 31' 23.74" E, 666.07' along the west line of said 1/4 Section, thence N 90° 00' 00" E, 805.92' to a point on the north right-of-way line of Evergreen Drive, thence N 88° 50' 50.04" E, 185.72' along said right-of-way, thence 12.80' along a curve on said right-of-way with a chord bearing of N 85° 58' 15.14" E and radius of 125.04', to the point of beginning of the lands to be described:

N 1° 25' 31.05" W, 185.37' thence;
N 23° 34' 09.50" W, 56.87' thence;
N 48° 19' 21.01" W, 127.24' thence;
N 1° 30' 31.15" W, 50.80' thence;
N 24° 17' 36.81" E, 271.62' thence;
N 8° 51' 54.18" E, 104.16' thence;
N 3° 20' 22.82" E, 103.49' thence;
N 12° 00' 34.31" E, 238.00' thence;
N 20° 23' 56.45" E, 142.07' thence;
N 38° 58' 43.10" E, 40.40' thence;
S 63° 55', 22.59" E, 36.49' thence;
S 3° 04' 08.17" W, 37.48' thence;
S 19° 43' 53.47" W, 122.82' thence;
S 12° 01' 21.00" W, 154.05' thence;
S 0° 49' 08.88" W, 46.78' thence;
S 18° 02' 00.44" W, 58.33' thence;
S 8° 09' 00.75" W, 226.56' thence;
S 20° 27' 25.27" W, 78.46' thence;
S 30° 09' 57.90" W, 155.81' thence;
S 3° 22' 09.03" E, 22.76' thence;
S 49° 39' 30.33" E, 105.30' thence;
S 21° 31' 02.24" E, 94.82' thence;
S 1° 04' 57.85" W, 226.52' thence;
S 9° 02' 28.16" W, 56.09' thence;
N 14° 14' 15.02" W, 40.09' thence;
S 79° 08' 08.19" W, 12.01' thence;
S 9° 24' 38.71" W, 31.73' thence;
N 13° 32' 43.35" W, 44.53' thence;
N 1° 38' 00.99" W, 42.87' to a point on the north right-of-way of Evergreen Drive, to the point of beginning.

Said lands containing 1.867 acres more or less.

Owners' Names and Addresses within 200 feet

TAXKEY	PARCEL_KEY	OWNERNAME1	OWNERNAME2	OWNERADDR	OWNERCTYST	OWNERZIP
78800047000	788-0047	CHRISTOPHER J WILSON	PAULINE WILSON	4854 W EVERGREEN ST	FRANKLIN, WI	53132
78800053000	788-0053	%CHRISTOPHER WILSON WINTERHAVEN HOME OWNER'S ASSOCIATION		4854 W EVERGREEN ST	FRANKLIN, WI	53132
7889986011	788-9986-011	FRANCISAN SISTERS OF ST CLARE INC		7728 S 51ST ST	FRANKLIN, WI	53132
7889986012	788-9986-012	C/O HORIZON DEVELOPMENT CLARE MEADOWS OF FRANKLIN II LLC		5201 E TERRACE DR #300	MADISON, WI	53718
7889994000	788-9994	MILWAUKEE METROPOLITAN SEWERAGE DISTRICT		260 W SEEBOTH ST	MILWAUKEE, WI	53204-1446
7889995000	788-9995	HENRY O REYES	PATRICIA CABRAL	4720 W DREXEL AVE	FRANKLIN, WI	53132
7889996000	788-9996	CHERYL L UTPHALL		4714 W DREXEL AVE	FRANKLIN, WI	53132
7889999002	788-9999-002	FRANKLIN CITY OF		9229 W LOOMIS RD	FRANKLIN, WI	53132
7880007000	788-0007	CARYL A CHMIELEWSKI		7801 S STONEBROOK CT	FRANKLIN, WI	53132
7889986009	788-9986-009	CLARE MEADOWS LLC		2601 OLD CAMDEN SQ SUITE 111	MADISON, WI	53718
7889980000	788-9980	FRANKLIN SCHOOL DIST #5	PLEASANT VIEW SCHOOL	8255 W FOREST HILL AVE	FRANKLIN, WI	53132
7889981001	788-9981-001	%CHRISTINE BERINGER		9055 W ALLERTON AVE	GREENFIELD, WI	53228
7889981001	788-9981-001	%CHRISTINE BERINGER		9055 W ALLERTON AVE	GREENFIELD, WI	53228
7889981001	788-9981-001	%CHRISTINE BERINGER		9055 W ALLERTON AVE	GREENFIELD, WI	53228
7889981001	788-9981-001	%CHRISTINE BERINGER		9055 W ALLERTON AVE	GREENFIELD, WI	53228

BLANK PAGE

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/04/16</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION AUTHORIZING THE INSTALLATION OF A SHED WITHIN THE 40 FOOT LANDSCAPE PLANTING BUFFER PLAT RESTRICTION, UPON LOT 9 IN VICTORY CREEK ESTATES SUBDIVISION (4089 WEST WHISPERING RIDGE PASS) (WILLIAM GEBHARD AND MELISSA BANIA (GEBHARD), APPLICANTS)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6.5.</i></p>

At its September 22, 2016 meeting, the Plan Commission recommended approval of a resolution authorizing the installation of a shed within the 40 foot Landscape Planting Buffer plat restriction, upon Lot 9 in Victory Creek Estates Subdivision (4089 West Whispering Ridge Pass) (William Gebherd and Melissa Bania (Gebherd), Applicants).

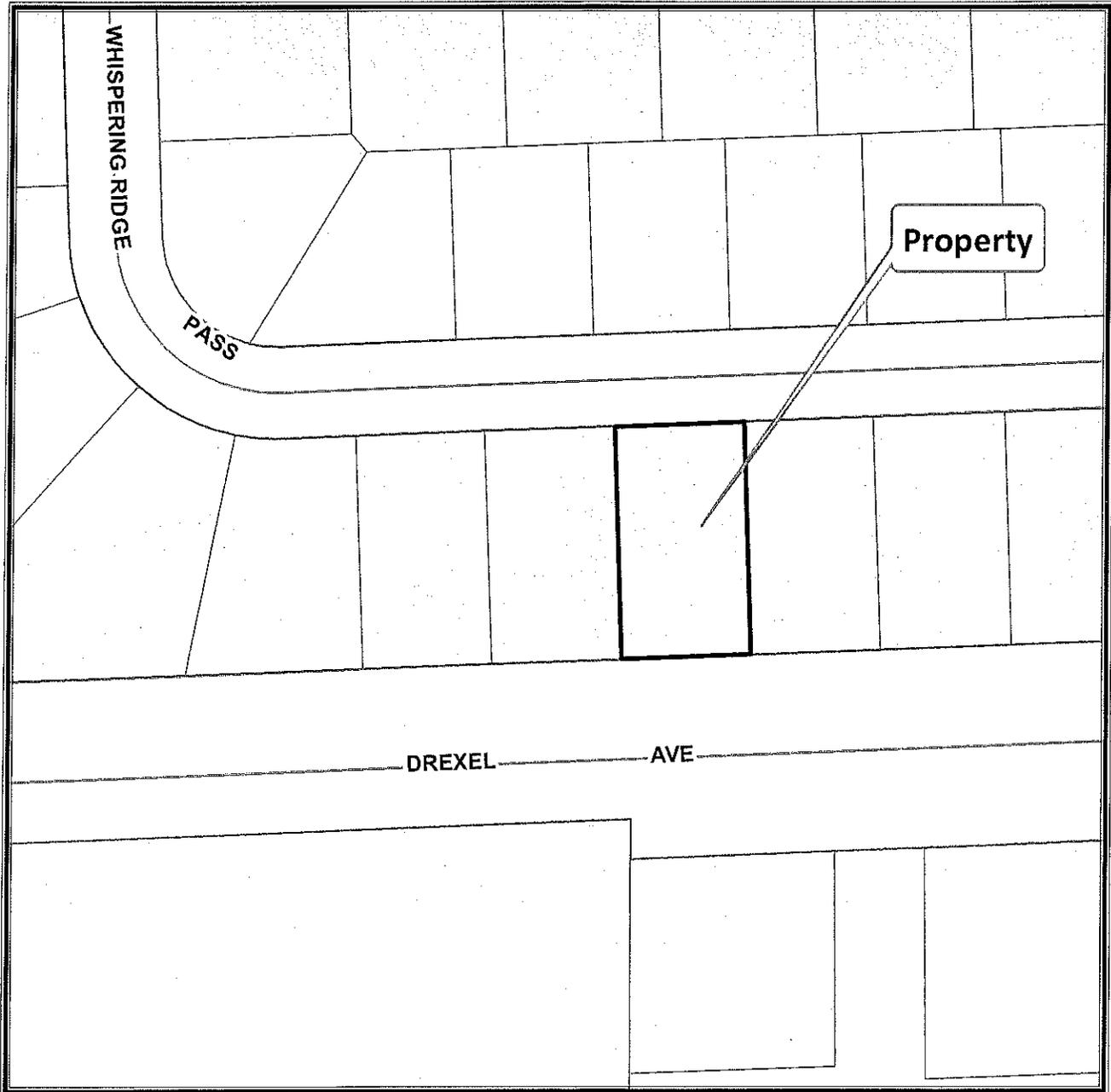
Please be aware that Department of City Development staff is recommending denial of the subject application. The attached staff report provides additional details regarding staff's recommendation.

COUNCIL ACTION REQUESTED

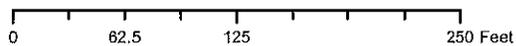
A motion to adopt Resolution No. 2016-_____, authorizing the installation of a shed within the 40 foot Landscape Planting Buffer plat restriction, upon Lot 9 in Victory Creek Estates Subdivision (4089 West Whispering Ridge Pass) (William Gebherd and Melissa Bania (Gebherd), Applicants).



4089 W. Whispering Ridge Pass
TKN: 787 0009 000



Planning Department
(414) 425-4024



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



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of September 22, 2016

Installation of Shed within 40 foot Landscape Buffer

RECOMMENDATION: Department of City Development Staff recommends denial of the request to allow a shed to remain within the 40-foot Landscape Buffer upon Lot 9 of the Victory Creek Estates Subdivision.

Project Name:	Shed Installation within 40 foot Landscape Buffer
Project Address:	4089 West Whispering Ridge Pass
Applicant:	William and Melissa Gebhard
Owners (property):	William and Melissa Gebhard
Current Zoning:	R-6 Suburban Single-Family Residence District
Use of Surrounding Properties:	Single-family residential to the north, south, east and west
Applicant Action Requested:	Recommendation of approval to allow a shed within the 40-foot Landscape Buffer of the Victory Creek Estates Subdivision

Introduction/Project Description:

On August 22, 2016, the applicant submitted a Miscellaneous Application requesting permission to allow a shed to remain within the 40-foot Landscape Buffer denoted on the Final Plat of the Victory Creek Estates Subdivision for Lot 9, located at 4089 West Whispering Ridge Pass.

The Victory Creek Estates Subdivision Final Plat was approved by the Common Council on August 14, 2001 by Resolution No. 2001-5257 and contains a 40 foot Landscape Buffer for all lots abutting West Drexel Avenue.

The applicant recently constructed a shed within this area and is requesting release of the plat restriction to allow the shed to remain in its current location. According to the applicant, the shed is setback approximately 9-feet from the south or rear property line abutting W. Drexel Avenue and about 19' from the east or side property line. The Building Permit plans submitted by the applicant and approved by the City illustrated the shed at 9-feet from the Landscape Buffer, not the rear property line.

The applicant has provided the attached narrative stating the reasons for their request as well as emails in support of the shed from the property to the south on the other side of W. Drexel Avenue and from Angela Beadle, Treasurer of the Victory Creek Estates Homeowners Association. The applicant is also proposing landscaping to the rear and side of the shed in addition to the plantings already installed.

Condition No. 3 of Resolution No. 99-4951, approving the Preliminary Plat for Victory Creek Estates Subdivision:

- Lots 1, 5, 6, 7, 8, 9, 10, 11, 12, 25 and 26 shall be designed to provide greater depth to accommodate 40 landscape buffer and double sided lots and lots shall be a minimum of 150 feet deep at the shortest lot line, prior to Final Plat submittal.

In review of aerial photography, there are some existing encroachments (see below). Note that building permits were not found on file for the shed on Lot 5 or for the split rail fencing on Lots 7, 8, 11 and 13.

- Lot 5, 3979 W. Whispering Ridge Pass - shed
- Lot 7, 4037 W. Whispering Ridge Pass (and partly extending onto Lot 8, 4089 W. Whispering Ridge Pass) – split rail fence
- Lot 11, 4135 W. Whispering Ridge Pass – split rail fence
- Lot 13, 4169 W. Whispering Ridge Pass – split rail fence
- Lot 26, 7883 Victory Creek Court – play structure

There are also several properties listed below that have structures located in compliance with and outside of the 40-foot Landscape Buffer.

- Lot 5, 3979 W. Whispering Ridge Pass – play structures
- Lot 10, 4113 W. Whispering Ridge Pass – fence or retaining wall
- Lot 12, 4157 W. Whispering Ridge Pass – play structure
- Lot 13, 4169 W. Whispering Ridge Pass – play structure

Currently and at the time of the subject plat approval, Section 15-5.0102 of the UDO requires Landscape Bufferyard Easements when lots within a proposed Subdivision back upon right-of-way of an existing or proposed limited access arterial street or highway. More specifically, a planting strip must be a minimum of thirty feet in width and is reserved for the planting of trees and shrubs, and the building of structures is prohibited.

Staff Recommendation:

Department of City Development Staff recommends denial of the request to allow a shed to remain within the 40-foot Landscape Buffer upon Lot 9 of the Victory Creek Estates Subdivision.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING THE INSTALLATION OF A SHED
WITHIN THE 40 FOOT LANDSCAPE PLANTING BUFFER PLAT RESTRICTION,
UPON LOT 9 IN VICTORY CREEK ESTATES SUBDIVISION
(4089 WEST WHISPERING RIDGE PASS)
(WILLIAM GEBHARD AND MELISSA BANIA (GEBHARD), APPLICANTS)

WHEREAS, the Victory Creek Estates Subdivision Plat prohibits the building of structures within the 40 foot "Landscape Planting Buffer" described thereon; and

WHEREAS, William Gebhard and Melissa Bania (Gebhard) having applied for a release of the 40 foot "Landscape Planting Buffer" easement restriction upon their property to the extent necessary to install a shed within the existing tree line located on the rear (south) side of the property which abuts West Drexel Avenue to the south, and within the easement upon the property located at 4089 West Whispering Ridge Pass, such property being zoned R-6 Suburban Single-Family Residence District, bearing Tax Key No. 787-0009-000, is more particularly described as follows:

Lot 9 in Victory Creek Estates, Part of the Southeast 1/4 of the Southeast 1/4 of Section 11 and part of the Southwest 1/4 of the Southwest 1/4 of Section 12, All in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the 40 foot "Landscape Planting Buffer" easement restriction upon the Final Plat for Victory Creek Estates Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

WHEREAS, Wis. Stats. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and

WHEREAS, the Common Council having considered the request for the release of the 40 foot "Landscape Planting Buffer" easement restriction only so as to allow for the subject shed installation, and having considered the proposed location of and type of shed to be installed upon the subject property in conjunction with existing and required landscaping on the property, and that the proposed shed will not be readily visible from the adjoining highway or create any adverse impact upon the aesthetic or buffering purposes of the landscape bufferyard.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed shed of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of William Gebhard and Melissa Bania (Gebhard) filed on August 19, 2016, be and the same is hereby authorized and approved and that the "Landscape Planting Buffer" easement restriction as it would otherwise apply to such installation upon the subject property only, is hereby waived and released.

BE IT FURTHER RESOLVED, that the applicant shall further obtain all required permit(s) for the installation of the subject shed and that the subject shed shall be installed pursuant to such permit(s) within one year of the date hereof, or all approvals granted hereunder shall be null and void.

BE IT FINALLY RESOLVED, that the City Clerk be and the same are hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County.

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

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 _____



Building Permit

For

Accessory

Permit Number: I20161614



Property Location: 4089 W Whispering Ridge Pass

Issue Date: 07/05/2016

Expiration Date: 07/05/2017

Estimated Cost: \$ 2,446.00

Tax Key #: 787-0009-000

Subdivision: Victory Creek Estates

Lot: 9

Project Description: 8' x 10' Accessory Building with manufactures hot dipped galvanized steel floor system.

Property Owner:

Bania, Melissa
4089 W Whispering Ridge Pass
Franklin WI 53132
Gebhard, William
4089 W Whispering Ridge Pass
Franklin WI 53132

Contractor:

Tuff Shed
6280 S Howell Ave
Milwaukee WI 53207

IT IS HEREBY AGREED between the Owner or their agent and the City of Franklin, that for and in consideration of the premises and to construct, erect, alter or install and occupy the building as above described, to be issued by the Inspector of Buildings, that the work shall be done in accordance with the description set forth in the statement.

THE OWNER ALSO AGREES to observe and maintain the legal requirements of setbacks, courts, side yards and rear yards as provided by the Franklin Building and Uniform Development Ordinance as amended from time to time.

Fees	Amount	Balance Due
Building Permit Fee	\$ 50.00	\$ 52.00 ✓
Technology Fee	\$ 2.00	
Total	\$ 52.00	

Permit Issued By:

Owner or Agent:

FRANKLIN CITY
Date 07/07/16 4:24:09 PM
Ref: 4089 W WHISPERING RIDGE PASS
Recd: 53132
425-0084



Owner:

Bania, Melissa
4089 W Whispering Ridge Pass
Franklin WI 53132

Gebhard, William
4089 W Whispering Ridge Pass
Franklin WI 53132

Applicant:

Gebhard, William
4089 W Whispering Ridge Pass
Franklin WI 53132

Permit Number: I20161614
Permit Application Date: June 22, 2016
Application Number: A20161866
Permit Type: Accessory

Property Address: 4089 W Whispering Ridge Pass

BUILDING INSPECTION REVIEW	Status: Approved with conditions
	Plan Reviewer: Fred Baumgart

General requirements shall be followed on the garages and accessory buildings handout. Check plans for review comments. No changes shall be made from the approved plans. Plans shall be resubmitted for approval of the changes.

1. Accessory Buildings may not be located in an easement.
2. Studs may have a maximum spacing of twenty-four (24) inches on center.
3. Diagonal corner bracing shall be installed on both walls at each corner. Diagonal corner bracing may be applied on the inside surface of studs.
4. Corner posts may consist of two (2) two by four (2 X 4) inch studs or a single four by four (4 X 4) inch stud.
5. Collar beams at the top plate and collar ties in the upper one third of the roof shall be installed with a maximum spacing of forty-eight (48) inches on center. Collar beams may be two by six (2 x 6) inch. Collar ties shall be at least two by four (2 x 4) inch for roof slopes less than four (4) inches per foot. A one by six (1 x 6) inch collar tie may be used for roof slopes four (4) inches per foot or greater.
6. Detached garage roofs shall be framed in accordance with the applicable requirements of section SPS 321.27. Roof framing members spanning more than 6 feet measured from the outermost edge of the roof shall be permanently fastened to the top plate of load bearing walls using engineered clips, straps, or hangers.
8. Accessory building corners must be properly anchored to the ground.
9. Tar Paper is required under shingles.
10. Headers required above windows and doors on non-gable sides.
11. The maximum building height is 15' and limited to not more than one story.
12. The building has been reviewed and the following requirements are required by code but are on the plans submitted.. Provide 2 X 4 collar ties a minimum of 48" o/c. Uplift clips must be provided at the ends of all rafters or "trusses". Two (2) 2 x 4 corner studs or one (1) 4 x 4 is required, a single 2 x 4 corner stud is not allowed by code.
13. The Hot dipped galvanized floor system used by this building manufacturer has been approved for use per Section 30.60 New Materials and Methods of the Wisconsin Uniform Building Code.

Inspections are required as follows:

1. Building location inspection floor inspection before pouring concrete. Locate and clearly identify corner lot markers relevant to accessory building location. Iron stakes must be visible to inspector.
2. Building final inspection.

Accessory Buildings

Accessory buildings may not be located in an easement.

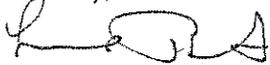
Check plans for review comments.

Inspections are required as follows:

1. Building location inspection if placing on wood floor, or
2. Slab inspection, before pouring concrete.
3. Building final inspection.
4. Accessory buildings not required to be on a slab, must be properly anchored to the ground.
5. No changes shall be made from the approved plans. Plans shall be resubmitted for approval of the changes.

Please direct any questions concerning the above comments to the individuals indicated at the beginning of each section.

Sincerely,



Frederick Baumgart
Inspection Department

CITY OF FRANKLIN
BUILDING PERMIT APPLICATION
 9229 W. LOOMIS ROAD, FRANKLIN, WI 53132
 Phone (414) 425-0084 Fax (414) 425-7513

Application No. A20161846

Permit No. _____

Parcel No. _____

Property Owner's Name owner resides or will reside at job address*
William Gebhard

Phone
414-416-5737

Mailing Address City Zip
4089 W Whispering Ridge Pass Franklin 53132

Email Address
billgeb2@live.com

Contractor Name
Tuff Shed

*Dwelling Contractor Cert# _____

Dwelling Contr. Qualifier's Name (if work is on 1 or 2 family dwellings)

*Dwelling Contractor Qualifier Cert# _____

Mailing Address City Zip
6250 S Howell Ave Milwaukee 53207

Email Address
Contact: Craig Kelly

Phone
414-719-4396

Fax _____

Applicant (if other than owner or contractor)

Phone _____

Mailing Address City Zip

Email Address

Phone

Fax

Job/Building Address
4089 W. Whispering Ridge Pass

Project/Business Name (if applicable)

Unit or Suite No.

Project Type: 1 & 2 Family Commercial Industrial Institutional Multi Family - # of Units _____

PERMIT TYPE:

- New (other than 1 & 2 family) FRANKLIN 10.COM.
- Addition
- Alteration JUN 22 2016
- Demolition
- Building Damage Repair INSPECTION DEPT.
- Building Move
- Reroofing ---- Complete Tear Off ---- Over One Layer-----Type of Material _____
- Foundation Repair - Wall Height _____ Size of Reinforcement Beams _____
- Occupancy -- \$200 plus \$5 Technology Fee Other _____
- Hot Tub/Spa On Slab On Deck
- Fence - Type and Height _____
- Pool Above Ground _____ Ht. Above Grade In Ground
- Deck Attached Detached Pool
- Accessory Building On Slab On Wood Floor
- Residing - Type of Material _____

Project Description: 8' x 10' Shed / steel based Estimate of Cost \$ 2446.00

Cautionary Statement To Owners Obtaining Building Permits clearing (do not include Plumbing, Electric, HVAC in cost) to be determined
 101.65(lr) of the Wisconsin Statutes requires municipalities that enforce the Uniform Dwelling Code to provide an owner who applies for a building permit with a statement advising the owner that: If the owner hires a contractor to perform work under the building permit and the contractor is not bonded or insured as required under s. 101.654 (2) (a), the following consequences might occur: (a) The owner may be held liable for any bodily injury to or death of others or for any damage to the property of others that arises out of the work performed under the building permit or that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit. (b) The owner may not be able to collect from the contractor damages for any loss sustained by the owner because of a violation by the contractor of the one- and two- family dwelling code or an ordinance enacted under sub. (1) (a), because of any bodily injury to or death of others or damage to the property of others that arises out of the work performed under the building permit or because of any bodily injury to or death of others or damage to the property of others that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

CONTACT PERSON (print) William Gebhard PHONE 414-416-5737 *

APPLICANT'S SIGNATURE [Signature] DATE 6/21/2016

*FAILURE TO OBTAIN PERMIT PRIOR TO STARTING WORK - FIRST OFFENSE TRIPLE FEES, SUBSEQUENT OFFENSES QUADRUPLE FEES
 SEPARATE PERMITS REQUIRED FOR PLUMBING, ELECTRICAL AND HVAC

• Site plan

TUFF SHED

1-800-BUY-TUFF

- SALES ORDER #: _____
 QUOTE SHEET (valid until: _____)
 CHANGE ORDER (attach to the Original Sales Order)

Sales Consultant: CRAIG KELLY
 Phone: (914) 719 4396

SOLD TO/PREPARED FOR:

Date: 6/17/16 PO #: _____
 Name: BILL & MARISA REBHARD
 Street: 4089 W. WHISPERING ROSE PASS
 City: FRANKLIN State: WF ZIP: 53132
 Home/Cell Phone: (914) 416 5737
 Work Phone: (_____) _____
 email: billgeb2@live.com

DELIVER TO:

Proposed Delivery/Install Date: 6/1
 Name: _____
 Street: _____
 City: _____ State: _____ ZIP: _____
 Home/Cell Phone: (_____) _____
 Work Phone: (_____) _____
 email: _____

Method of payment: Check (check number): _____ Cash: \$ _____
 Credit (card number): _____ Exp. Date: _____ / _____ CID: _____
 Billing Address: Street: _____ City: _____ State: _____ ZIP: _____
 How did you hear about TUFF SHED? Referral TV Internet Drive By Other (Please specify): _____

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
Building (Series/Model/Size):	<u>8x10 GARDEN RANCH</u>			<u>1781</u>
Paint Colors (Base/Trim/Accent):				
Shingles (Type/Color):				
Drip Edge (Color):				
Optional Upgrades:	<u>16" SHELF</u>	<u>16</u>	<u>4.15</u>	<u>49</u>
NOTES:	<u>SCREEN URWT</u>			<u>17</u>
	<u>STEEL FLOOR UPGRADE</u>	<u>80</u>	<u>1.25</u>	<u>100</u>
	<u>SMART FLOOR</u>	<u>80</u>	<u>1</u>	<u>80</u>
				<u>194</u>
	<u>ANCHOR ANCHORS SUPPLIED & INSTALLED</u>			<u>356</u>
	<u>DIMENSIONAL SHROVE</u>			<u>60</u>

Please note: Paved building price DOES NOT INCLUDE CONCRETE. Sheds include a standard floor system that typically does not require a concrete pad. Garages require a concrete foundation, which must be purchased separately. Depending on the structure's size and intended use, a concrete foundation may be recommended or required at additional cost. Consult your sales consultant for more details. Installation is included in building price unless otherwise noted. Additional delivery fees may apply. Quote assumes a clear and level building site. For change orders, indicate the addition and/or subtraction of items/features. Full payment required on changes resulting in additional costs.

TUFF SHED, Inc. is not responsible for leveling or site preparation unless indicated on the sales order. TUFF SHED, Inc. is not responsible for acquiring any necessary building permits, or for compliance with zoning ordinances or restrictive covenants. Customer should contact local authorities concerning these matters, if not indicated above, and site preparation is not completed at time of delivery, a minimum charge of \$100.00 will be assessed. Any cancellation of this order must be made five business days prior to scheduled delivery date for full refund. If cancellation notice is less than five business days from scheduled delivery date, a 15% restocking fee will be assessed and withheld prior to refunding of deposit.

Subtotal:	<u>2381</u>
Delivery:	<u>1507</u>
Tax:	<u>95</u>
Estimate Total:	<u>2446</u>
Payment:	<u>2446</u>
Balance Due:	
(upon delivery)	

Customer's Signature: _____ Date: 6/17/2016

By signing, customer acknowledges they have read and understand the terms and conditions contained herein, and in the Builder's Helper, and What to Expect forms.
 © 2013 TUFF SHED, Inc. TUFF SHED and the logo are registered trademarks of TUFF SHED, Inc.

SO #: _____

Sales Consultant: CLAY KELLY

Customer Name: REBARD

GARDEN

8 10

SCREEN VENT

OVERHEAD VIEW

Base Paint: ALMOND BAITOE Options (List): STEEL BASE

Trim Paint: GROUND COFFEE SMART FLOOR

Accent Paint(AP): _____ SCREEN VENT

AP Location: _____ SIDE 16" 2x 8'

Shingle: BROWNWOOD DIMENSIONAL SHINGLE

Drip/Vent Color: BROWN

- Customer or responsible individual will be at site at time of delivery? YES NO AK
- Is site clean and level? (Customer understands a leveling fee may apply if site is more than 4" out of level.) YES NO AK
- Is there 18" clearance around all 4 sides of the building? YES NO AK
- Is there clear access to the building site? YES NO AK
- Is there a 110-volt/20 AMP power outlet within 100'? YES NO AK
- Customer understands building permits, fees and all related cost of site readiness are customer's responsibility? YES NO AK
- Customer has been presented the "What to Expect" document? YES NO AK
- Customer understands that changes, cancellations or postponement will result in restocking/rescheduling fee? YES NO AK
- Is this a NO FLOOR option? YES NO AK
- Does the Customer plan to insulate this building? YES NO AK
- How close to the build site can we park our vehicle? 20 ft. AK

Special Instructions:

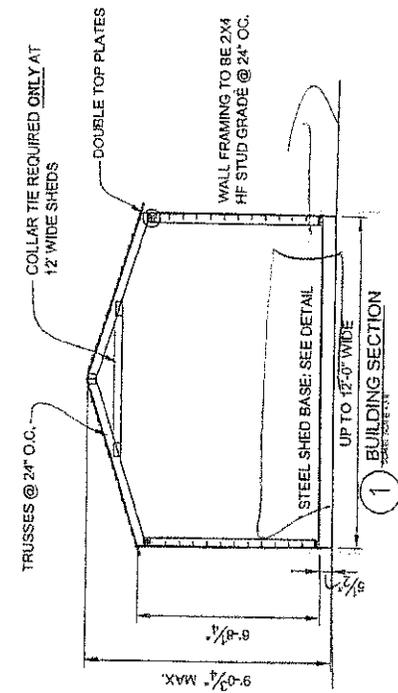
STRAPS INSTALLED PER H.O. INSTRUCTION

STEEL FLOOR / SMART FLOOR AUGER ANCHORS

CUSTOMER APPROVAL:

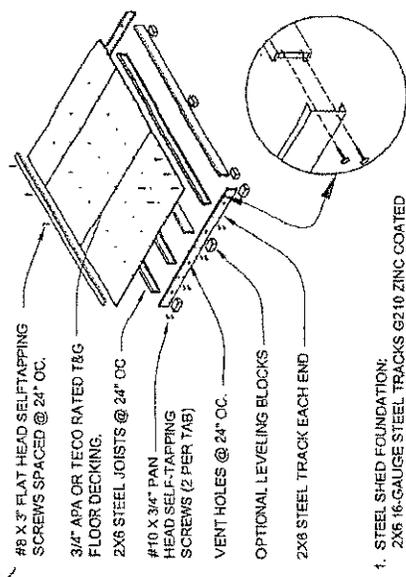
Signature: _____ Date: 6/17/2016

RANCH SHED UP TO 12' x 24' PREMIER SERIES



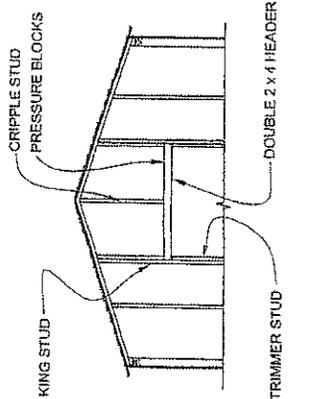
NAILING
ROOF:
ATTACH 15/32" CDX PLYWOOD SHEATHING TO TRUSSES WITH 6d NAILS @ 6" O.C. AT EDGES, 6d NAILS @ 12" O.C. IN FIELD.
WALLS:
ATTACH 1/2" DURATEMP TO WALL FRAMING WITH 6d NAILS @ 6" O.C. AT EDGES, 6d NAILS @ 12" O.C. IN FIELD.
HEADER:
HEADER TO STUD - 4.84 TOENAIL OR 4-1/4" END NAIL DOUBLED HEADER - 16d @ 16" STAGGERED FACE NAIL

EARTH ANCHORS FOR THIS BUILDING ARE OPTIONAL. IF REQUIRED BY YOUR LOCAL MUNICIPALITY, ANCHORS ARE AVAILABLE AT TUFF SHED. SEE SALESPERSON FOR PRICING.



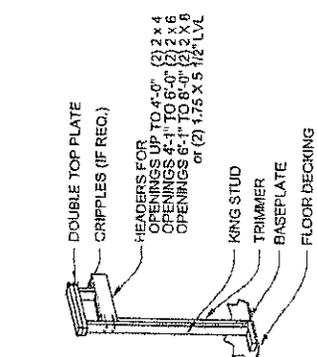
- STEEL SHED FOUNDATION:
2X6 16-GAUGE STEEL TRACKS G210 ZINC COATED
2X6 16-GAUGE STEEL JOISTS G210 ZINC COATED @ 24" O.C.
(SUPPLIER: ALLIED STUCCO (JOIST: 600S162-064 / TRACK: 600T125-064) IC80 ER-4843P).
- 3/4" APA OR TECO RATED TONGUE AND GROOVE FLOOR DECKING. 24" MAX PANEL SPAN. STAGGER PANEL LAYOUT
- FASTEN PLYWOOD TO JOISTS WITH #8 X 1-5/8" SELF-TAPPING SCREWS SPACED @ 12" O.C. NO BLOCKING REQUIRED.
- FASTEN SOLE PLATE THROUGH FLOOR PLYWOOD INTO JOISTS AND TRACKS WITH 3/16" X 3" GALV HEX HEAD SCREWS @ 24" O.C.
- ALLOWABLE FLOOR LIVE LOAD: 75 PSF FOR STEEL JOISTS CONTINUOUSLY SUPPORTED. 50 PSF FOR JOISTS ON BLOCKS AS SHOWN.
- SUGGESTED SIZES: 1-1/4" X 8" X 16", 4" X 8" X 16", OR 8" X 8" X 16" BLOCKS UNDER JOISTS @ 10" O.C. MAXIMUM. BLOCKS UNDER TRACK SPACED @ 5'-0" O.C. MAXIMUM.

4 SHED BASE DETAIL



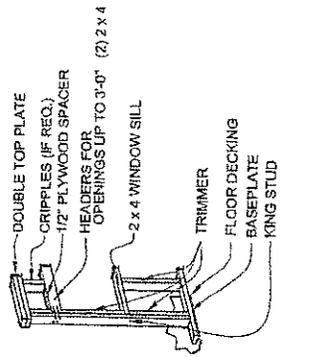
FOR OPENINGS UP TO 8'-0" WIDE

3 HEADER DETAIL FOR NON LOAD BEARING WALLS



FOR OPENINGS UP TO 8'-0" ON PREMIER SERIES SIDEWALLS

2B DOOR HEADER DETAIL FOR LOAD BEARING WALLS



FOR WINDOW OPENINGS UP TO 8'-0" ON PREMIER SERIES SIDEWALLS

2A WINDOW HEADER DETAIL FOR LOAD BEARING WALLS

BUILDING CODE: 2000 IBC

DESIGN LOADING
WIND SPEED & EXPOSURE 90 C.
ROOF LIVE LOAD 30 PSF.
ROOF DEAD LOAD 10 PSF.

FOR SHEDS WHICH OTHERWISE MEET THE PREScriptive REQUIREMENTS OF THE 2000 IBC. ALL SHEDS CONSTRUCTED ACCORDING TO STANDARD CONVENTIONAL CONSTRUCTION METHODS

THESE DRAWINGS AND THE DESIGN ARE THE PROPERTY OF TUFF SHED, INC. THESE DRAWINGS ARE FOR A BUILDING TO BE SUPPLIED AND BUILT BY TUFF SHED. ANY OTHER USE IS FORBIDDEN BY TUFF SHED, INC. & THE ENGINEER OF RECORD.

Drawn By: SAH
Date: 07/13/04
Checked By:
Date:
Revised:
Revised:

THE BUILDING SECTIONS SHEET: 1

SHED BINS
HEADER FRAMING
DETAILS
GENERAL NOTES

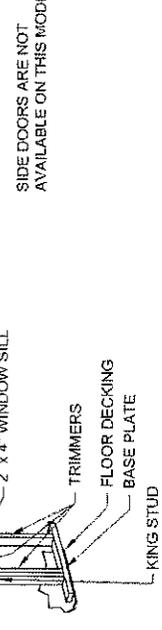
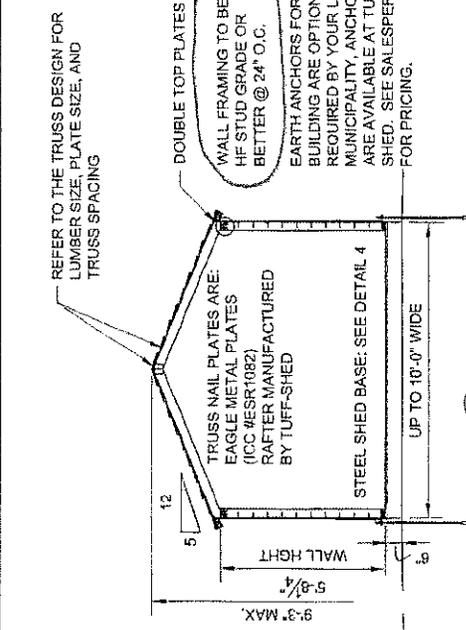
Scale: AS NOTED Sheet 1 of 1

TUFF SHED
Storage Buildings & Garages

P.O. # _____
Inv. # _____
Customer: _____
Site Address: _____
Building Size: _____

420-050-01

GR SHED UP TO 10' WIDE x UP TO 12' LONG GARDEN SERIES



NOTES:

1. BUILDING CODE: 2003 IRC & IBC
2. DESIGN LOADING:
WIND SPEED & EXPOSURE: 90C
ROOF LIVE LOAD: 30 PSF
ROOF DEAD LOAD: 10 PSF
3. FOR SHEDS WHICH OTHERWISE MEET THE PRESCRIPTIVE REQUIREMENTS OF THE 2003 IRC & IBC ALL SHEDS CONSTRUCTED ACCORDING TO STANDARD CONVENTIONAL CONSTRUCTION METHODS.

NAILING:

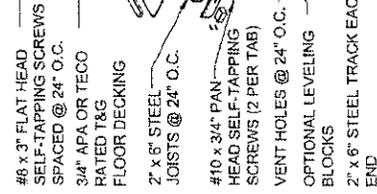
ROOF: ATTACH 15/32" CDX PLYWOOD SHEATHING TO TRUSSES WITH:
8d NAILS @ 5" O.C. AT EDGES
8d NAILS @ 12" O.C. IN FIELD

WALLS:

ATTACH 1/2" DUPATEMP TO WALL FRAMING WITH:
8d NAILS @ 6" O.C. AT EDGES,
8d NAILS @ 12" O.C. IN FIELD

HEADER:

ATTACH HEADER TO STUD WITH:
4-8d TOENAIL OR 4-16d END NAIL DOUBLED HEADER-16d @ 16" STAGGERED FACE NAIL



1. STEEL SHED FOUNDATION:

- 2" x 6"-16 GAUGE STEEL TRACKS G140 ZINC COATED @ 24" O.C. (SUPPLIER: ALLIED STUCCO JOIST: 600S137-054 / TRACK: 600T125-054) ICC ER-4943P.
- 3/4" APA OR TECO RATED TONGUE AND GROOVE FLOOR DECKING, 24" MAX PANEL SPAN. STAGGER PANEL LAYOUT.
- FASTEN FLOOR DECKING TO JOIST & TRACKS USING #8 x 1-5/8" MINIMUM LONG SELF-DRILLING SCREWS @ 12" O.C. NO BLOCKING REQUIRED. ALL EDGES SHALL LIE ON FLOOR JOISTS. STAGGER PANEL LAYOUT PER APA CONDITION 1.
- FASTEN SOLE PLATE THROUGH FLOOR DECKING INTO JOISTS OR TRACKS WITH #8 x 3" GALVANIZED SELF-DRILLING SCREWS @ 24" O.C.
- ALLOWABLE FLOOR LIVE LOAD: 75 PSF FOR STEEL JOISTS CONTINUOUSLY SUPPORTED. 50 PSF FOR JOISTS ON BLOCKS AS SHOWN.
- USE OPTIONAL CONCRETE BLOCKS AS REQUIRED TO LEVEL BUILDING:
SUGGESTED SIZES: 2' x 8" x 16", 4' x 8" x 16", OR 6' x 8" x 16". BLOCKS UNDER JOISTS SPACED @ 10'-0" O.C. MAXIMUM. BLOCKS UNDER TRACK SPACED @ 5'-0" O.C. MAXIMUM.

4 SHED BASE DETAIL
SCALE: N.T.S.

3 HEADER DETAIL FOR NON-LOAD BEARING WALLS
SCALE: N.T.S.

2B DOOR HEADER DETAIL FOR LOAD BEARING WALLS
SCALE: N.T.S.

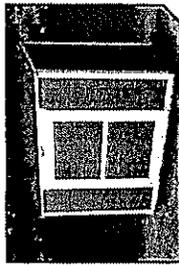
2A WINDOW HEADER DETAIL FOR LOAD BEARING WALLS
SCALE: N.T.S.

TUFF SHED Storage Buildings & Garages TUFF SHED, INC. 11441 W. MELROSE AVE. FRANKLIN PARK, IL 60151 STORE 020	Order # _____ Customer _____ Site Address _____ Building Size: _____ (length x width - sq. ft. area)	THESE DRAWINGS AND THE DESIGN ARE THE PROPERTY OF TUFF SHED, INC. THESE DRAWINGS ARE FOR A BUILDING TO BE SUPPLIED AND BUILT BY TUFF SHED. ANY OTHER USE IS FORBIDDEN BY TUFF SHED, INC. & THE ENGINEER OF RECORD.	DRAWINGS BY: TUFF SHED, INC. IN HOUSE DRAFTING DEPARTMENT 1777 S. HARRISON STREET DENVER, COLORADO 80210 (303) 753-TUFF TUFF SHED, INC. ASSUMES ALL RESPONSIBILITY FOR THE CONTENT OF THESE DRAWINGS AND THE CONSTRUCTION OF THE BUILDING SHOWN HEREIN.	TITLE BUILDING SECTIONS SHED BASE DETAILS HEADER FRAMING DETAILS NOTES - 2003 IRC/IBC-90C	DRAWING NO. 420-GR-01
	P.O. # _____ Drawn By: SAH Date: 08/27/08 Checked By: _____ Date: _____ Scale: N.T.S.	REV. LEVEL 01 SHEET 1 PAGE 1 OF 1			

GOOD

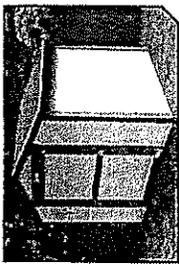
The Garden Series®

The entry price point product available at TUFF SHED factory-direct retail locations. Garden Series sheds offer TUFF SHED quality for even the budget-minded customer.



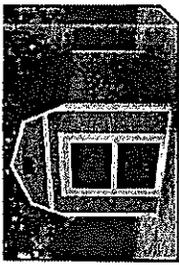
Garden Hitch

- Our Smallest Standard Shed Size
- Single Slope 3/12 Roof Pitch & 3-Tab Shingles
- 5'8" & 5'5" (on tall wall) Clear Interior Height
- 5'9" Tall Door Placed on Front (Short) Wall
- 4" Black Sidelwall Eave, 3/4" Flat Sidewall Eave



Garden Ranch

- Our Lowest Priced Factory-Direct Ranch
- Ranch Style 4/12 Roof Pitch & 3-Tab Shingles
- 6" Clear Interior Sidelwall Height
- 6" Tall Door Placed on End Wall
- 4" Black Sidelwall Eave



Garden Barn

- Our Lowest Priced Factory-Direct Barn
- Barn Style 4/12 Roof Pitch & 3-Tab Shingles
- 6" Clear Interior Sidelwall Height
- 6" Tall Door Placed on End Wall
- 3" Flat Sidelwall Eave

All buildings shown with optional features.

Building Models

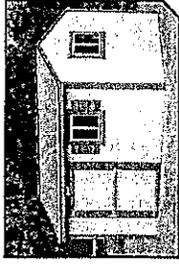
PROFESSIONAL INSTALLATION INCLUDED!

WxLxH*	Base w/Paint	Monthly*	Base w/Paint	WxLxH*	Base w/Paint	Monthly*
4'x6'x7'6"	\$959	\$1,009	\$20	6'x6'x7'5"	\$1,129	\$23
6'x6'x7'5"	\$1,329	\$1,462	\$27	6'x8'x7'5"	\$1,459	\$29
6'x10'x7'5"	\$1,489	\$1,616	\$30	6'x10'x9'1"	\$1,599	\$33
6'x12'x7'5"	\$1,649	\$1,814	\$34	6'x12'x9'1"	\$1,819	\$37
8'x6'x7'5"	\$1,429	\$1,572	\$28	8'x6'x9'1"	\$1,679	\$34
8'x10'x7'5"	\$1,619	\$1,781	\$33	8'x10'x9'1"	\$1,879	\$38
8'x12'x7'5"	\$1,659	\$2,023	\$38	8'x12'x9'1"	\$2,109	\$43
10'x6'x9'1"	\$1,959	\$2,139	\$40	10'x6'x11'7"	\$2,279	\$48
10'x10'x9'1"	\$2,149	\$2,441	\$46	10'x10'x11'7"	\$2,469	\$55
10'x16'x9'1"	\$2,679	\$2,947	\$55	10'x16'x11'7"	\$3,209	\$67

BETTER

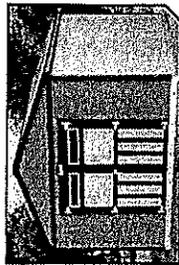
The Premier

Step up to TUFF SHED's original line of sheds, legendary for their durability and patented features. The bottom line: Customers get more with Premier Series bu



Standard Ranch

- A Mainstay of Our Product Line from the Beginning
- Ranch Style 4/12 Roof Pitch & 3-Tab Shingles
- 6'5" Clear Interior Sidelwall Height
- 6" Tall Door Placed on Any Wall
- 4" Boxed Eave on Sidelwalls



Tall Ranch

- Taller Version of Our Popular Premier Ranch
- Ranch Style 4/12 Roof Pitch & 3-Tab Shingles
- 7'5" Clear Interior Wall Height
- 6'7" Tall Door Placed on Any Wall
- 4" Boxed Eave on Sidelwalls



Tall B

- Classic Barn Design
- Barn Style 5/12 Rc
- 6'5" Clear Interior
- 6'7" Tall Door
- 3" Flat Sidelwall Eave

Building Models

WxLxH*	Base w/Paint	Monthly*	Base w/Paint	WxLxH*	Base w/Paint	Monthly*	Base w/Paint	WxLxH*	Base
6'x6'x6'3"	\$1,459	\$1,655	\$30	6'x6'x5'3"	\$1,699	\$36	6'x6'x4'3"	\$1,869	\$1,829
6'x6'x8'3"	\$1,659	\$1,825	\$34	6'x6'x6'3"	\$1,979	\$41	6'x6'x10'3"	\$2,177	\$2,109
6'x10'x6'3"	\$1,919	\$2,111	\$39	6'x10'x9'3"	\$2,219	\$46	6'x10'x12'3"	\$2,441	\$2,359
6'x12'x6'3"	\$2,169	\$2,363	\$45	6'x12'x9'3"	\$2,470	\$51	6'x12'x12'3"	\$2,727	\$2,629
8'x6'x6'3"	\$1,319	\$2,177	\$41	8'x6'x8'3"	\$2,319	\$48	8'x6'x11'3"	\$2,551	\$2,469
8'x10'x6'3"	\$2,259	\$2,463	\$46	8'x10'x8'3"	\$2,679	\$53	8'x10'x11'3"	\$2,927	\$2,749
8'x12'x6'3"	\$2,519	\$2,727	\$52	8'x12'x8'3"	\$2,909	\$60	8'x12'x11'3"	\$3,209	\$3,069
8'x14'x6'3"	\$2,739	\$2,979	\$57	8'x14'x8'3"	\$3,269	\$66	8'x14'x11'3"	\$3,579	\$3,379
8'x16'x6'3"	\$2,959	\$3,263	\$63	8'x16'x8'3"	\$3,519	\$72	8'x16'x11'3"	\$3,769	\$3,569
10'x6'x6'3"	\$2,169	\$2,763	\$48	10'x6'x8'3"	\$2,989	\$61	10'x6'x11'3"	\$3,269	\$3,069
10'x10'x6'3"	\$2,919	\$3,211	\$60	10'x10'x8'3"	\$3,329	\$68	10'x10'x11'3"	\$3,629	\$3,429
10'x14'x6'3"	\$3,369	\$3,728	\$74	10'x14'x8'3"	\$3,809	\$78	10'x14'x11'3"	\$4,109	\$3,869
10'x16'x6'3"	\$3,629	\$3,982	\$78	10'x16'x8'3"	\$4,069	\$83	10'x16'x11'3"	\$4,369	\$4,169
12'x6'x6'3"	\$1,359	\$4,859	\$90	12'x6'x8'3"	\$4,769	\$98	12'x6'x11'3"	\$5,259	\$4,959
12'x10'x6'3"	\$3,369	\$4,739	\$70	12'x10'x8'3"	\$4,269	\$80	12'x10'x11'3"	\$4,769	\$4,569
12'x14'x6'3"	\$4,179	\$4,597	\$86	12'x14'x8'3"	\$4,719	\$97	12'x14'x11'3"	\$5,219	\$5,019
12'x16'x6'3"	\$4,633	\$4,953	\$101	12'x16'x8'3"	\$5,529	\$113	12'x16'x11'3"	\$6,009	\$5,809
12'x20'x6'3"	\$5,719	\$6,201	\$117	12'x20'x8'3"	\$6,369	\$131	12'x20'x11'3"	\$6,919	\$6,719
12'x26'x6'3"	\$6,629	\$6,962	\$130	12'x26'x8'3"	\$7,069	\$144	12'x26'x11'3"	\$7,749	\$7,549
13'x20'x6'3"	\$7,039	\$7,743	\$144	13'x20'x8'3"	\$7,739	\$160	13'x20'x11'3"	\$8,589	\$8,389
16'x24'x6'3"	\$7,169	\$8,856	\$147	16'x24'x8'3"	\$8,269	\$168	16'x24'x11'3"	\$9,149	\$8,949
16'x24'x11'3"	\$8,269	\$9,030	\$168						

STANDARD FEATURES QUALITY FROM THE START

ROOFING

- ✓ Precision Cut Rafter/Trusses Joined w/Steel Plates
- ✓ Owens Corning® Shingles w/25 Year Mfg's Warranty
- ✓ 15# Roofing Felt
- ✓ Baked Enamel Steel Drip Edge
- ✓ 7/16" OSB Roof Decking
- ✓ 4" (rauch or lean-to) or 3" (barn) Sidelwall Eaves
- ✓ 4/12 Roof Pitch

FLOORING

- ✓ 3/4" Tongue & Groove Sturdy Floor Decking
- ✓ Aluminum Threshold at Door
- ✓ 2x6 Treated Wood Floor Joists

WALLS

- ✓ 2x4 Framing, 24" On-Center
- ✓ Double Top Plates on Sidelwalls
- ✓ Treated LP® SmartSide Siding & Trim w/50 Year Warranty

DOORS

- ✓ Patented, Steel-Reinforced 4'x6' Doors, Sheeted on Both Sides
- ✓ 5" Patented, Locking "L" Handle
- ✓ Patented, Heavy-Duty Steel Hinges

WARRANTY

- ✓ Honest, straight-forward, top-to-bottom warranties from a company you can trust, established 1981.
- ✓ Garden Series - 5 Years



PLUGS GET THESE PREMIER SERIES LIFE

ROOFING

- ✓ 7/16" LP® SilverTech Radiant Heat Barrier: Roof Decking
- ✓ Upgraded Boxed Sidelwall Eaves w/4" Fascia (ranches)

FLOORING

- ✓ 3/4" Treated LP® ProStruct Floor Decking w/SmartFinish
- ✓ 6" Tall Galvanized Steel Floor Joists

WALLS

- ✓ Taller Walls w/2x4 Framing, 16"
- ✓ LP® SilverTech® Radiant Heat Bar

DOORS

- ✓ Larger, 6" Patented, Locking "L"
- ✓ Taller 6'-7" Door (Tall Ranch & Tz

December 2, 2002

PLAT OF SURVEY

Survey No. 020543

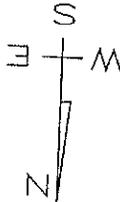
Kaerek Homes - 5938

LOCATION: 4089 W. Whispering Ridge Pass, Franklin, Wisconsin

Gregory & Nancy Maciejewski

LEGAL DESCRIPTION:

Lot 9 in **VICTORY CREEK ESTATES**, Part of the Southeast 1/4 of the Southeast 1/4 of Section 11 and part of the Southwest 1/4 of the Southwest 1/4 of Section 12, All in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.



SCALE 1"=30'

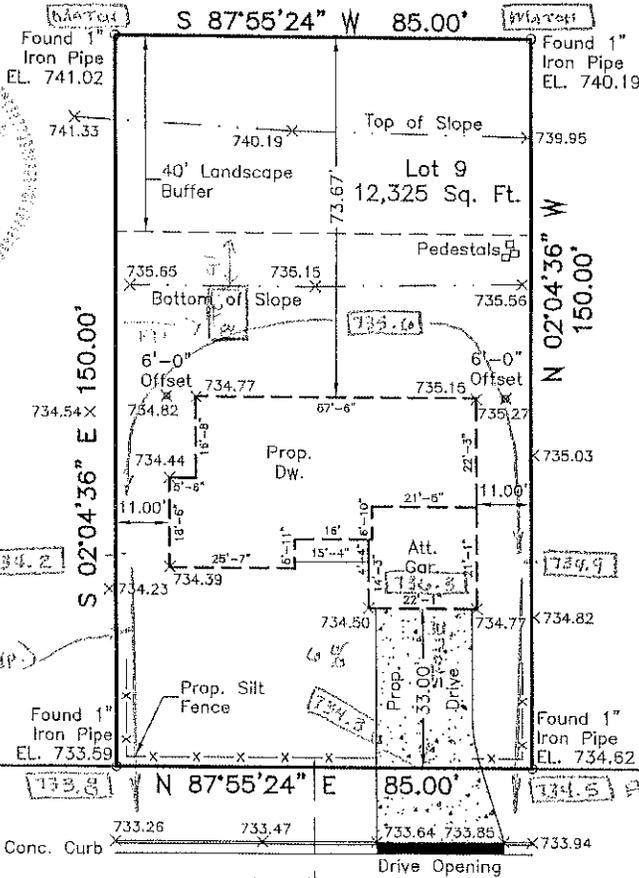
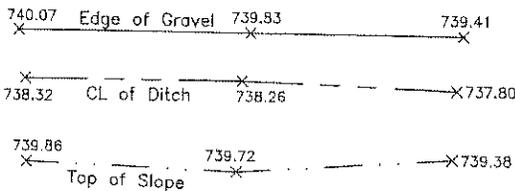
WEST DREXEL AVENUE

(105' R.O.W.)

Prop. Finish
Yard Grade

736.4

(per Grading Plan)



APPROVED
 I HEREBY CERTIFY THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.
 ATTORNEY FOR PROTRACTOR
 WILLIAM R. HENRICHS
 1-6-03
 CITY ENGINEER PER DATE

WEST WHISPERING RIDGE PASS

(60' R.O.W.)

LANDCRAFT SURVEY AND ENGINEERING, INC.

REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS

2077 South 116th Street, West Allis, WI 53227

PH. (414) 604-0674 FAX (414) 604-0677

LANDCRFT@EXECPC.COM

NOTE: Proposed finished yard as shown on this drawing is a suggested grade and should be verified by the owner and/or the builder and approved by the building inspector. Erosion control measures are suggested and must be verified/adjusted by the builder and/or building inspector based on site conditions.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED *William R. Henrichs*
William R. Henrichs, Registered Land Surveyor S-2419

Request for Release of 40' Landscape Buffer

.....

4089 W Whispering Ridge Pass
Property Owners: William Gebhard & Melissa Bania (Gebhard)

.....

Franklin

SEP 09 2016

City Development

Request For Release of 40' Landscape Buffer

4089 W Whispering Ridge Pass

Brief Description/Background of Project

William Gebhard and Melissa Bania (Gebhard) were interested in putting up a top quality/constructed shed on their property. The optimal, most desired, and aesthetically please location of structure is the towards the back property line (approximate location is 9' from back property line and 19' from east property line). The desired location was determined as the backyard is mainly downward sloping (towards house) that would make a shed in any other location, given other permissible restrictions, unacceptable to locate a structure of any significant size that would provide benefit to them for optimal use. The proposed structure is an 8' x 10' shed, constructed by TuffShed (national company, with local office).

At the presentation of this proposal the shed has actually been installed (as pictures will show). In June 2016, William Gebhard went to the Franklin building inspection department to get a permit for the structure. At this time, the landscape barriers were not known by William. William presented his plan to the clerk accepting the information, Mary. All necessary shed documents were presented or questioned and then delivered on site of faxed by Tuff Shed. William also presented his drawing (Appendix E), to the clerk. His drawing was not to scale so the structure was redrawn on the Plat of Survey printed by the clerk on site. William's intention the entire process was to place at the back of yard, as his drawing indicated. To further prove that point one large tree was removed in the back of the yard to make room (this could be seen in the attached photos of the property as the tree was similar to the two large trees still in place that reside on both sides of the shed). William was to emphasize this point because this was the first interaction with the building inspection department and was always looking for support from the clerk who was from the start not the most pleasant so the redrawing of the structure in the spot indicated William was assuming that was consistent with his drawing and assuming the dotted line the structure was in front of was the start of the city owned green area that buffers Drexel, not the continuation of his own backyard. To further explain, William did ask that is the top of the hill to the clerk to ensure and the clerk acknowledged the question and continued to draw.

After this initial visit on 06/22/2016, permit was then approved on 07/12/2016, permit #120161614. On that date, William contact TuffShed to get the shed installed. The installation occurred on 07/21/2016, and the final product is show in the attached photos of property.

Request

William Gebhard and Melissa Bania (Gebhard) are looking to release the landscape barrier restrictions for the 4089 W Whispering Ridge property to accept the current location of the shed.

Arguments for structure (shed) proposal:

First argument is the unsupportive and inaccurate assistance of the building inspection clerk. Again, William had no experience in the process and exact drawings needed for permit approval. He expressed these concerns to the clerk as he presented his case, looking for support to ensure the application was accurate to have an approved project. The support did not occur from the clerk and William, with limited knowledge of the second hand drawing, assumed it was all according to his intent/expectations. Understanding that if it would have been drawn accurately at this time, in the buffer, the application would have been denied and the shed would not have been constructed immediately and this proposal would have been drafted first to limit expenses of the structure.

Beyond the first argument, with the shed currently in place and now understanding the purpose of a landscape barrier, William and Melissa have received testimonials from neighbors as to the current location and quality of the structure. First, Mr. Kawczynski, located directed across Drexel Ave, in direct sight of the structure provided his opinion (Appendix D). Second testimonial is Angela Beadle, treasurer of the Victory Creek Estates Home Owners Associate (HOA). She has reviewed and approved the structure as to the quality compared against other neighbors that may have a lower quality plastic shed. The HOA does not have any restrictions on sheds but does have restrictions on fencing. The third is a direct side neighbor of the property who had even talked with William after construction to how nice it is 4113 W Whispering Ridge Pass, owner Ka Sup.

Third argument is to respect the landscape buffer with the shed in its current location by continuing to plant landscaping to surround the structure. As previously mentioned, a tree was removed ahead of construction to accommodate the structure. So previous to this process that end of the yard only consisted of the three trees. Now with the shed in place, and as can be seen by the current pictures of the property extensive, phase I, landscaping has been done this year. First, is the five medium sized arborvitae's in the rear of the structure. These five shrubs will come together and grow in height to completely engulf the shed in the next few years and provide year round coverage. Second, was the planting of four Royal Star Magonia shrubs across the rear of shed and yard. These grow in size to 10 to 15' and that will continue to provide Drexel coverage of the structure/yard. Of course, these will be well manicured at all times to continue to be aesthetically pleasing to neighbors and passersby. Lastly, two grass looking shrubs were planted in the front corners of the structure. This completes all that has been done after construction of the shed. This pace was quicker to ensure the quality of shrubs still available for purchase was high. All of that is in addition to the two existing trees that already provide coverage of structure/yard from the side.

Revised Phase II: As requested we are revising the second phase. If nursery stock allows and as of August 31st Nature's Nook does have some more mature arborvitae's in stock

otherwise phase II will begin next year. The five medium sized arborvitae's will be dug up, as rooting as not yet occurred and moved up (further away from shed) to replace that row with more mature arborvitae's. An example of the choices are in Appendix D, which are nursery stock that was at Nature's Nook on August 31, 2016. The plan would be to put four to six that would create an U-shape around the shed with the five medium sized in a zig zag pattern to fill in gaps as it would be viewed from Drexel Avenue. It is further being considered to plant the new landscaping, the greenery going in facing Drexel Ave, to be in a landscaping berm to provide an extra 12-18" lift for the greenery to engulf the shed more immediately even further.

Additional greenery will be planted in front of the existing trees and on the sides of the structure to further engulf the structure from the sides and neighbors. This continues to demonstrate William and Melissa are indeed looking to respect the buffer intent of landscaping in a manner that will be aesthetically pleasing to everyone and future opportunities that may exist. Outline of these plans is in Appendix D.

The fourth argument is that the opportunity of constructing a shed on this property is limited by the nature/layout of the yard. William and Melissa moved into this property October 2014 so some of the design on the existing yard was outside of their control (e.g. sidewalks, sloping of yard, etc.). Many changes have been made on the top of the hill in the backyard to make the yard more aesthetically pleasing and private. This applies not just to the east side of the yard (where the shed is located) but on the west side of the yard where several shrubs and greenery were planted last year, 2015. This goes to the intent of the both of them to make all improvements in a nature that may increase value and attractiveness for future opportunities. So the current placement of the structure goes to being the most aesthetically pleasing location that offers the most value to the property. With it being in the rear of the yard it additionally offers increased noise reduction as the sound waves are less able to travel through a structure as they are able to through landscaping and additional year round privacy and protection towards William and Melissa, along with their child, when utilizing their backyard, especially during the warmer months of the year. The structure would be unable to effectively and aesthetically be placed in any other area of the backyard with the 40' landscape barrier in place because of the slope yard possesses.

Conclusion

William and Melissa are requesting a release of the 40' landscape buffer that exists at their property, 4089 W Whispering Ridge Pass. This release will be used to continue to get approval of an existing structure (shed) that was recently constructed within that buffer.

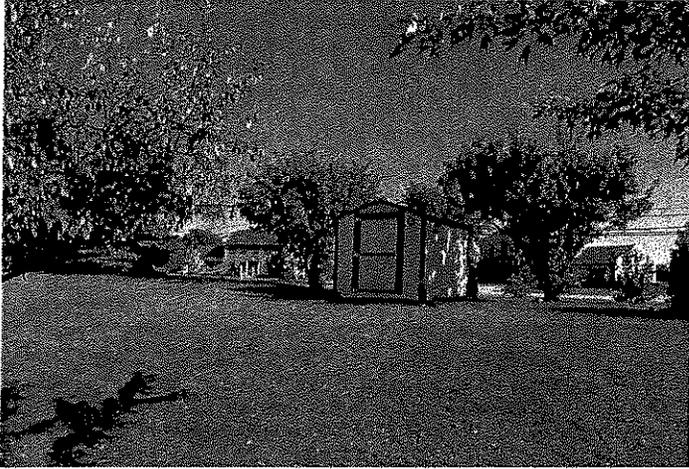
William and Melissa's intent has always been to construct a shed that would be in the most aesthetically pleasing location that looks to add value and provide privacy, protection, and noise reduction to their yard that can be experienced when they are in

their yard with their child(ren). Through this process of approval, certain guidelines were not known to them and the understanding of this was never explained to them even after their intent was expressed during the building inspection permit process was started. The lack of support for new taxpaying residents to this process was not adequately provided by the clerk upon application submission that has now created a constructed structure in a landscape buffer. They have received positive feedback from surrounding neighbors and HOA representation that could have otherwise refused of written against the current location as the landscape barrier was explained to all of them by William upon requesting they submit their opinions on the existing structure. Further, William and Melissa look to increase the landscaping surrounding the structure to still respect the spirit of the landscape buffer.

Lastly, as shown in Appendix C, there is another shed that is located in that property's landscape barrier along W Whispering Ridge Pass in Victory Creek Estates. This would demonstrate another release or a property owner not respecting the process of attaining proper permits/approval. Which further shows William and Melissa's intent of abiding by all requirements of the city while in conjunction looking to maximize value in their property. The aforementioned structure on the neighbor's property at this time is fully engulfed from Drexel which is where William and Melissa's will be in a couple years as their landscaping takes root and grows.

Appendix A – Yard Views of Shed

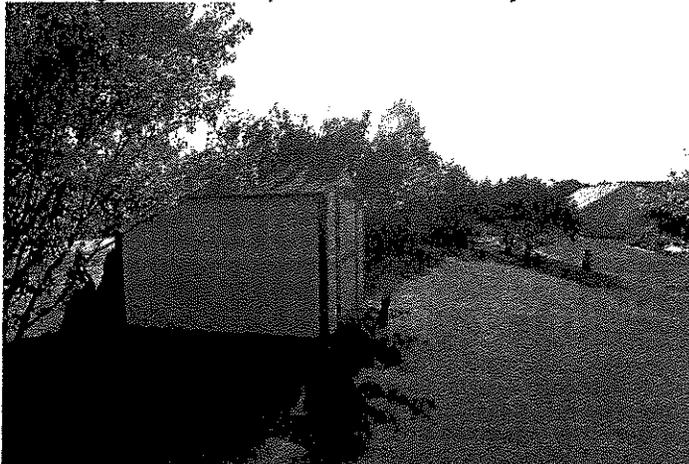
From Back of the house looking (South) to shed



On top of hill in yard, looking east towards shed (landscape protecting view)



Looking West on top of the hill in the yard

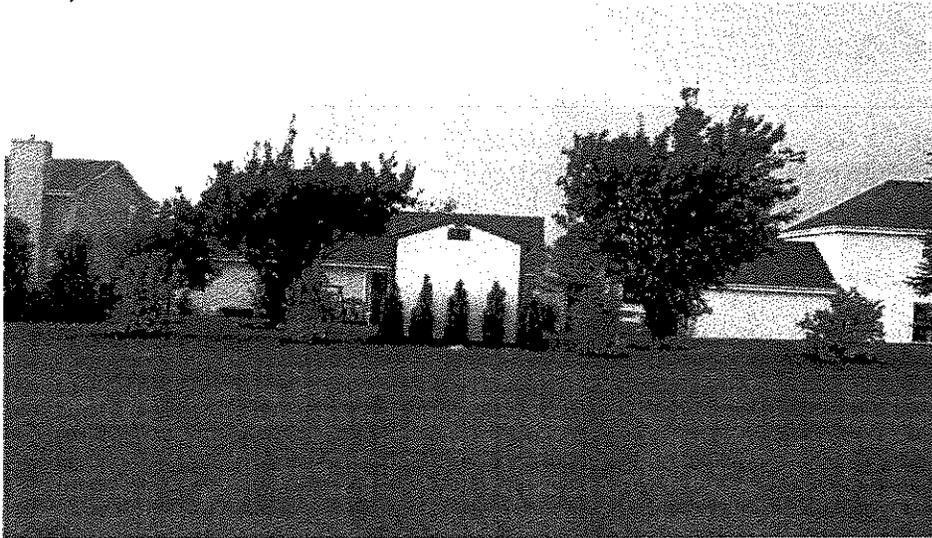


Appendix B – Views from Behind Shed/Drexel Ave

View looking North towards shed from across Shed (neighbor testimonial included – Appendix D)



View from Drexel, looking North toward shed (newly planted landscaping protecting shed)

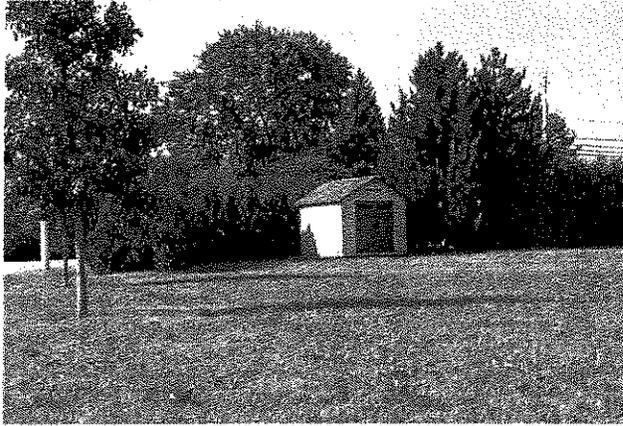


Views looking East and West, respectively, from rear of shed

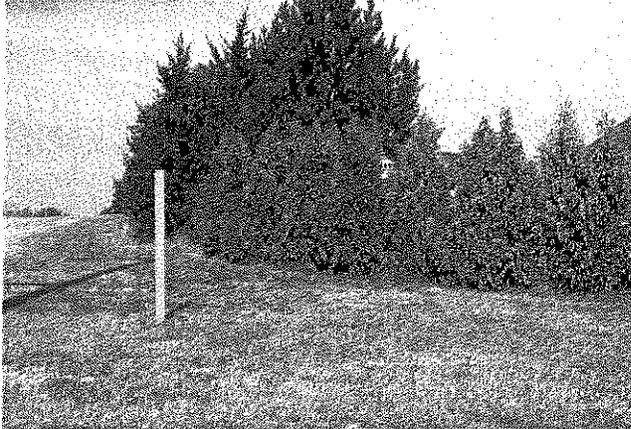


Appendix C

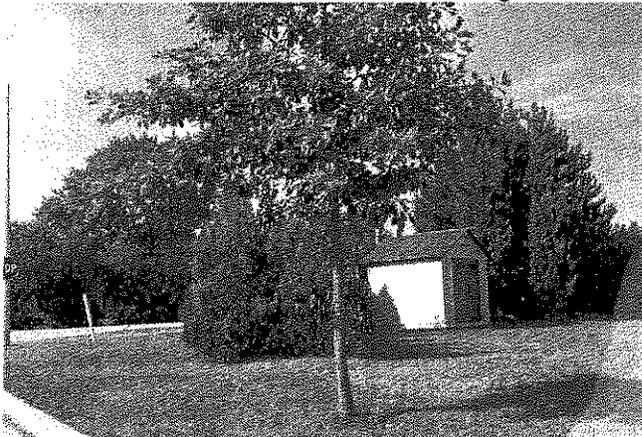
Whispering Ridge Pass neighbor with shed



From rear (south and east) of Whispering Ridge neighbor's shed



Closer view (with Drexel Ave in background) of neighbors shed



Appendix D – Neighbor Testimonials

Neighbor from across Drexel (rear of shed)

Yard shed



Rick Kawczynski

May 2016
You 0

Reply 1

To whom it may concern,

I am writing in regard to my neighbor's yard shed. I would like to commend him for putting up such a nice wood frame structure when he could have bought a plastic shed from Menards and had none of the headaches associated with the construction of the structure he chose to build. It is my understanding that he went over and above to try to comply with the building inspection department when such action was not really necessary. As neighbors, we support him in any and all actions regarding the placement of the shed on his property be it legal, political, or otherwise.

Sincerely,

Rick and Jeanine Kawczynski

3961 West Drexel Ave
Franklin, WI 53132

Treasurer of HOA Victory Creek Estates

Approval Letter



Angela Beadle

July 2016
You 0

Reply 1

Documents



Shed Approval Letter.docx
15 KB

Download Save to OneDrive - Personal

August 12, 2016

Dear City of Franklin and City Planning Commission,

I, Angela Beadle, resident of the Victory Creek Estates Subdivision and neighbor of the Gerhard's would like to express my support of the current placement of their shed. I attest that I have no objection to the current placement on their property. Victory Creek Estates HOA does not allow for fence installation and the current placement is a buffer for noise and sound that can be a concern for the homeowners on Whispering Ridge Pass that have backyards that back up on West Drexel Ave.

Thank you for your consideration,

Angela Beadle
7847 S. Victory Creek Ct.
Franklin, WI 53132
414-858-0072

Appendix D – Phase II Landscaping (Rear of shed)

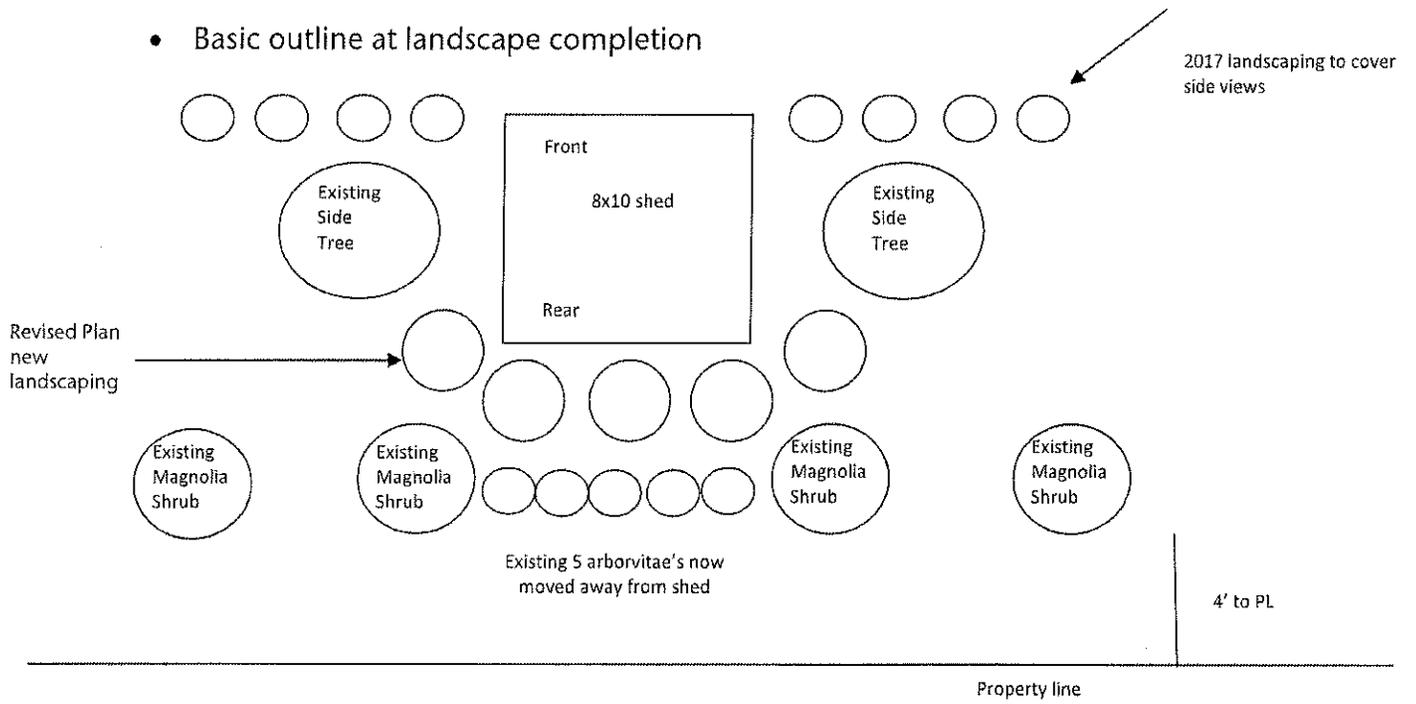
- Prospective type of evergreen #1 7'- 10' in height



- Prospective type of evergreen #2 – 6'-10' in height and wider

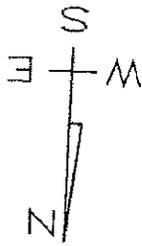


- Basic outline at landscape completion



Notes: Magnolia Shrub grows to 10'x15', fast grower 2-3 seasons
Existing Arborvitae's grow to 10' in 5 -6 years, at 5' presently in height

Lot 9 in VICTORY CREEK ESTATES, Part of the Southeast 1/4 of the Southeast 1/4 of Section 11 and part of the Southwest 1/4 of the Southwest 1/4 of Section 12, All in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.



SCALE 1"=30'

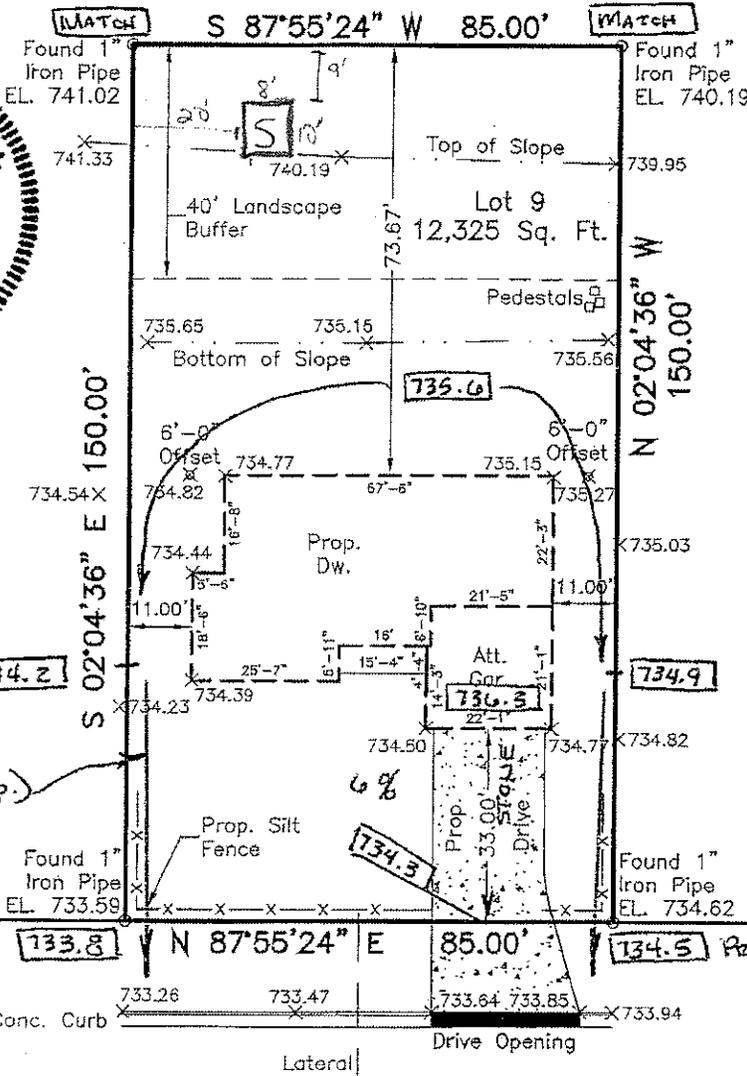
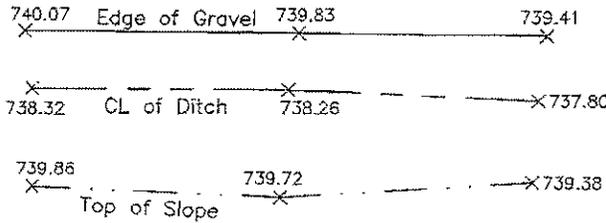
WEST DREXEL AVENUE

(105' R.O.W.)

Prop. Finish
Yard Grade

~~738.4~~

(per Grading Plan)



APPROVED

FINISHED GRADE ELEVATION = 736.30

AT 10' AS FLOOR CITY OF FRANKLIN DATUM

W.A.B. PER DATE 1-6-03

CITY ENGINEER

WEST WHISPERING RIDGE PASS

(60' R.O.W.)

LANDCRAFT SURVEY AND ENGINEERING, INC.

REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS

2077 South 116th Street, West Allis, WI 53227

PH. (414) 604-0674 FAX (414) 604-0677

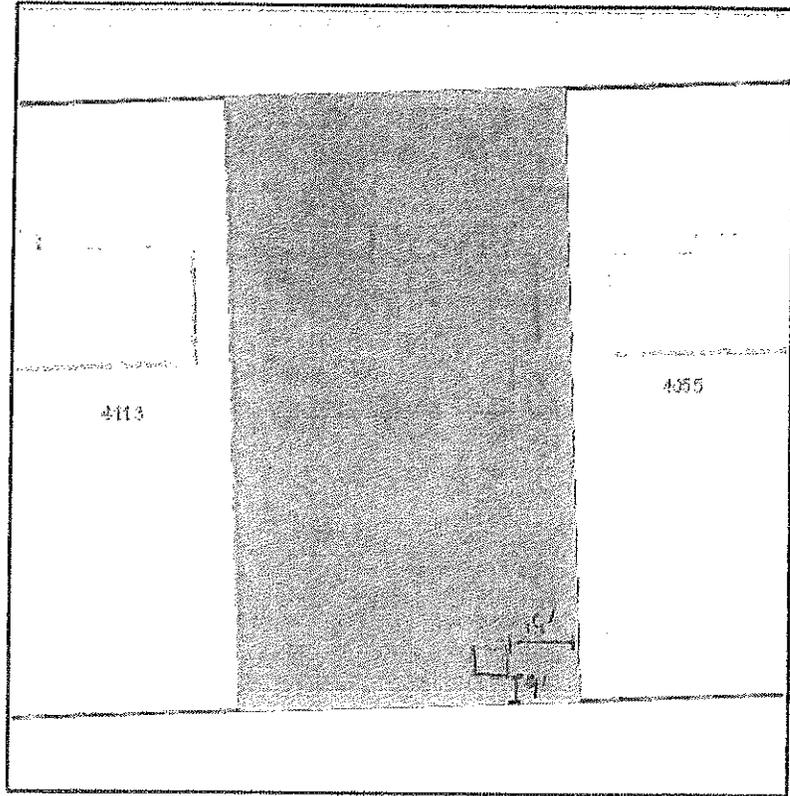
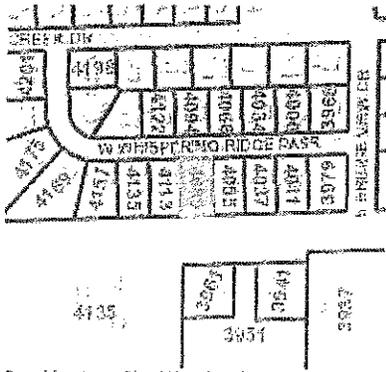
I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY. ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

Appendix E - Original Submitted Pls.

Milwaukee County Land Information Parcel Report

TAXKEY: 7870009000

Report generated 6/20/2016 8:40:10 PM



Selected parcel highlighted

Parcel Information

TAXKEY: 7870009000

Record Date: 12/31/2014

Owner(s): WILLIAM GEBHARD
MELISSA BANIA

Address: 4089 W WHISPERING RID PASS

Municipality: Franklin

Acres: 0.00

Assessed Value: \$229,100

Parcel Description: RESIDENTIAL

Zoning Description:

Legal Description: VICTORY CREEK ESTATES LOT 9

Parcel Photo
Not Available



Parcel photo

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

APPROVAL <i>Stw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE October 4, 2016
REPORTS AND RECOMMENDATIONS	ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 TO DELETE STANDARD INDUSTRIAL CLASSIFICATION MAJOR GROUP NO. 86 MEMBERSHIP ORGANIZATIONS FROM CERTAIN ZONING DISTRICTS, DELETE THE PLANNED DEVELOPMENT DISTRICT COLUMN AND TO INCLUDE ALL MEMBERSHIP ORGANIZATIONS AND RELIGIOUS ORGANIZATIONS AS PERMITTED USES IN THE I-1 INSTITUTIONAL DISTRICT (CITY OF FRANKLIN, APPLICANT)	ITEM NUMBER <i>G.6.</i>

At their meeting on September 22, 2016, the Plan Commission recommended approval of an Ordinance to amend the Unified Development Ordinance text at Table 15-3.0603 to delete Standard Industrial Classification Major Group No. 86 Membership Organizations from certain zoning districts, delete the Planned Development District column and to include all Membership Organizations and Religious Organizations as Permitted Uses in the I-1 Institutional District (City of Franklin, Applicant).

This matter was also before the Common Council at its August 16, 2016 meeting. At that meeting, the Common Council granted permission for staff to move forward with the subject application.

COUNCIL ACTION REQUESTED

A motion to direct staff to prepare an ordinance to amend the Unified Development Ordinance text at Table 15-3.0603 Major Group No. 86 for all zoning districts as recommended by the Department of City Development.



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of September 22, 2016

Unified Development Ordinance Text Amendment

RECOMMENDATION: City Development Staff recommends approval of the proposed Unified Development Ordinance Text Amendment to amend the allowance for Membership Organizations and removal of the Planned Development District column within Table 15-3.0603 of the UDO.

Project Name:	Membership Organizations
Project Address:	N/A
Applicant:	City of Franklin
Owners (property):	N/A
Current Zoning:	N/A
2025 Comprehensive Master Plan:	N/A
Use of Surrounding Properties:	N/A
Applicant Action Requested:	Recommendation of approval for the proposed Unified Development Ordinance Text Amendment to Table 15-3.0603

Introduction

At the August 2, 2016 Common Council meeting, as part of the motion related to the Root River Church Unified Development Ordinance Text Amendment Application, Department of City Development staff was directed to file a Unified Development Ordinance Text Amendment Application to remove all Membership Organizations, Standard Industrial Classification Major Group No. 86, from the B-3 Community Business District.

At the August 16, 2016 Common Council meeting, staff presented the information below, under the Project Description and Analysis section of this report, and the Common Council further directed staff “to prepare an ordinance to amend the Unified Development Ordinance text at Table 15-3.0603 Major Group No. 86 for all zoning districts as recommended by the Department of City Development.”

As such, staff prepared the necessary documentation and a Class 2 public hearing noticed was published in the newspaper as required by the UDO.

Project Description and Analysis

Table 15-3.0603 of the Unified Development Ordinance sets forth those uses, which are permitted and special uses in all nonresidential zoning districts in the City of Franklin. Use designations are based on the Standard Industrial Classification (SIC) Manual (1987, or latest edition) published by the Executive Office of the President, Office of Management and Budget.

In review of Table 15-3.0603 and Major Group No. 86, staff found that in addition to the B-3 District, the B-2 General Business District, BP Business Park District and OL-2 General Business Overlay District also allow all Membership Organizations, except for SIC Code No. 8661 Religious Organizations, similar to the B-3 District. Therefore, staff is recommending and requesting permission to also remove all Membership Organizations from the B-2, BP and OL-2 Districts as well as the B-3 District.

Furthermore, staff found that all Membership Organizations, including Religious Organizations are allowed in the B-6 Professional Office District, B-7 South 27th Street Mixed Use Office District, CC City Civic Center District and OL-1 Office Overlay District. As these districts are generally intended for retail and office type uses, and for similar reasons stated by staff regarding the B-3 District, staff recommends removing all Membership Organizations from these zoning districts as well.

Additionally, Table 15-3.0603 allows SIC Code No. 8611 Business Associations, 8621 Professional Organizations and 8699 Membership organizations, not elsewhere classified in PDD zoning. Staff recommends removing these as well and notes that individual uses may be addressed within specific planned developments. As such, staff also recommends that the entire PDD column within Table 15-3.0603 be eliminated.

Lastly, staff recommends adding all Membership Organizations as permitted uses in the I-1 Institutional District, along with Religious Organizations, which are already permitted in the I-1 District.

As a result, the amended table would allow SIC Code No. 8641 Civic and social associations as a permitted use in the B-4 District (per Ordinance No. 2012-2099) and SIC Code No. 8661 Religious Organizations and all other Membership Organizations as permitted uses in the I-1 Institutional District. The resulting proposed table is attached for your review.

Staff would further note that it is likely that many, although not all, Membership Organizations such as political organizations, civic and social organizations and professional organizations would fall under the General Office category and would be allowed in all zoning districts as a permitted use, except the M-2, A-1, A-2, M-3 and L-1 zoning districts. The General Office definition is below.

Office, General. Any business use conducting clerical and/or professional service activities within a room or group of rooms and generally furnished with desks, tables, file cabinets, computers, phones, communication equipment and/or the like. General office uses may include, but are not limited to: computer work; research; photocopying; filing; over the phone sales; and answering phones or otherwise responding to communications. A minimum of 75% of floor area shall be designated as office space to constitute a general office use. Other uses may include ancillary storage, kitchens; break rooms and other office support spaces. Retail, warehousing and outdoor storage shall be prohibited with a general office use. A general office use includes the addition or relocation on the property of office use, on a legal nonconforming use property, after September 10, 2015, when such office use addition or relocation occupies or shall occupy existing (as of

September 10, 2015) building space on the property, which addition or relocation shall not constitute the expansion or enlargement of a legal nonconforming use under Division 15-3.100 of the Unified Development Ordinance, and which addition or relocation shall be a permitted use. In the event of an aforesaid relocation of office use upon a legal nonconforming use property, the space vacated by such office use within an existing (as of September 10, 2015) building may be otherwise occupied by the legal nonconforming use (if such space is less than 1,000 square feet in area), which occupation of such area shall not constitute the expansion or enlargement of a legal nonconforming use under Division 15-3.100 of the Unified Development Ordinance.

As discussed at the August 2, 2016 Common Council meeting, the Religious Land Use and Institutionalized Persons Act (RLUIPA) require that religious assemblies and institutions be treated on equal terms than non-religious assemblies and institutions. Staff finds that the proposed changes comply with RLUIPA.

Staff Recommendation

City Development Staff recommends approval of the proposed Unified Development Ordinance Text Amendment to amend the allowance for Membership Organizations and removal of the Planned Development District column within Table 15-3.0603 of the UDO.

ORDINANCE NO. 2016-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 TO DELETE STANDARD INDUSTRIAL CLASSIFICATION MAJOR GROUP NO. 86 MEMBERSHIP ORGANIZATIONS FROM CERTAIN ZONING DISTRICTS, DELETE THE PLANNED DEVELOPMENT DISTRICT COLUMN AND TO INCLUDE ALL MEMBERSHIP ORGANIZATIONS AND RELIGIOUS ORGANIZATIONS AS PERMITTED USES IN THE I-1 INSTITUTIONAL DISTRICT (CITY OF FRANKLIN, APPLICANT)

WHEREAS, Table 15-3.0603 of the Unified Development Ordinance sets forth the permitted and special uses in the nonresidential zoning districts; and

WHEREAS, the City of Franklin having applied for text amendments to Table 15-3.0603, to delete Standard Industrial Classification Major Group No. 86 Membership Organizations from certain zoning districts, to delete the Planned Development District column and to include all Membership Organizations and Religious Organizations as Permitted Uses in the I-1 Institutional District; the specific zoning districts from which Membership Organizations, Standard Industrial Classification Major Group No. 86 are to be deleted are as follows: B-2 General Business District, B-3 Community Business District, B-6 Professional Office District, B-7 South 27th Street Mixed-Use Office District, CC City Civic Center District, BP Business Park District, OL-1 Office Overlay District and OL-2 General Business Overlay District; and

WHEREAS, the Plan Commission having reviewed the proposed amendments to delete Standard Industrial Classification Major Group No. 86 Membership Organizations from certain zoning districts, to delete the Planned Development District column and to include all Membership Organizations and Religious Organizations as Permitted Uses in the I-1 Institutional District, and having held a public hearing on the proposal on the 22nd day of September, 2016 and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council having accepted the recommendation of the Plan Commission and having determined that the proposed amendments are consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

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

SECTION 1: TABLE 15-3.0603 PERMITTED AND SPECIAL USES IN THE NONRESIDENTIAL ZONING DISTRICTS of the Unified

Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin is hereby amended to delete Standard Industrial Classification Major Group No. 86 Membership Organizations from the following zoning districts: B-2 General Business District, B-3 Community Business District, B-6 Professional Office District, B-7 South 27th Street Mixed-Use Office District, CC City Civic Center District, BP Business Park District, OL-1 Office Overlay District and OL-2 General Business Overlay District.

SECTION 2: TABLE 15-3.0603 PERMITTED AND SPECIAL USES IN THE NONRESIDENTIAL ZONING DISTRICTS of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin is hereby amended to delete the Planned Development District column.

SECTION 3: TABLE 15-3.0603 PERMITTED AND SPECIAL USES IN THE NONRESIDENTIAL ZONING DISTRICTS of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin is hereby amended to include all Membership Organizations and Religious Organizations as Permitted Uses in the I-1 Institutional District.

SECTION 4: The portion of TABLE 15-3.0603 PERMITTED AND SPECIAL USES IN THE NONRESIDENTIAL ZONING DISTRICTS of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin, as amended hereunder, is as follows:

Table 15-3.0603 (continued)

SIC	STANDARD INDUSTRIAL CLASSIFICATION TITLE	B-1	B-2	B-3	B-4	B-5	B-6	B-7	CC	VB	I-1	P-1	M-1	M-2	BP	OL-1	OL-2	A-1	A-2	M-3	L-1
806	Hospitals																				
8062	General medical & surgical hospitals							S			P				P	S					
8063	Psychiatric hospitals							P			P				P	S					
8069	Specialty hospitals except psychiatric							P			P				P	S					
807	Medical and Dental Laboratories																				
8071	Medical laboratories		P	P				P	S				P	P	P	P	S				
8072	Dental laboratories		P					P		S			P	P	P	P	S				
808	Home Health Care Services																				
8082	Home health care services		P	P	P	P		P	S							P	S				
809	Health and Allied Services, not elsewhere classified																				
8092	Kidney dialysis centers		S					P	P	S		P			P	P	S				
8093	Specialty outpatient clinics, not elsewhere classified		S					P	P	S		P			P	P	S				
8099	Health and allied services, not elsewhere classified		S		S			P	P	S		P			P	P	S				
	81 LEGAL SERVICES																				
811	Legal Services																				
8111	Legal Services		P	P	P	P		P	P	P					P	P	P				
	82 EDUCATIONAL SERVICES																				
821	Elementary and Secondary Schools																				
8211	Elementary and secondary schools										P										
822	Colleges and Universities																				
8221	Colleges and universities										P										
8222	Junior colleges										P										
823	Libraries																				
8231	Libraries										P										
824	Vocational Schools										P										
8243	Data processing schools		P		P			S/A							P	A	P				
8244	Business and secretarial schools		P		P			S/A			P		S		S	A	P				
8249	Vocational schools, not elsewhere classified		P		P			S/A			P		S	S		A	P				
829	Schools & Educational Services, not elsewhere classified																				

8299	Schools & educational services, not elsewhere classified			P			S			S		S	S						
83	SOCIAL SERVICES																		
832	Individual and Family Services																		
8322	Individual and family services	P	P			S	P				P		S				P		
833	Job Training and Related Services																		
8331	Job training and related services	P		P		P	S/A	P			P	P			A		P		
835	Child Day Care Services																		
8351	Child day care services	S	S	P		S	S/A	S			S		S		A		S		
836	Residential Care																		
8361	Residential care																		
839	Social Services, not elsewhere classified																		
8399	Social services, not elsewhere classified	P	P					P										S	
84	MUSEUMS, BOTANICAL, ZOOLOGICAL GARDENS																		
841	Museums and Art Galleries																		
8412	Museums and art galleries	P	P					P	S	P				P			P		
842	Botanical and Zoological Gardens																		
8422	Botanical and zoological gardens									P									
86	MEMBERSHIP ORGANIZATIONS																		
861	Business Associations																		
8611	Business associations									P									
862	Professional Organizations																		
8621	Professional organizations									P									
863	Labor Organizations																		
8631	Labor organizations									P									
864	Civic and Social Associations																		
8641	Civic and social associations			P						P									
865	Political Organizations																		
8651	Political organizations									P									
866	Religious Organizations																		
8661	Religious organizations									P									
869	Membership Organizations, not elsewhere classified																		
8699	Membership organizations, not elsewhere classified									P									
87	ENGINEERING & MANAGEMENT SERVICES																		
871	Engineering & Architectural Services																		
8711	Engineering services	P		P		P	P	S	P					P	P	S			
8712	Architectural services	P		P		P	P	P	P					P	P	P			
8713	Surveying services	P		P		P	P	S	P					P	P	S			
872	Accounting, Auditing, & Bookkeeping																		
8721	Accounting, auditing, & bookkeeping	P		P		P	P	P	P					P	P	P			
873	Research and Testing Services																		
8731	Commercial physical research			S		S	S	S						S	S	S			
8732	Commercial nonphysical research			S		S	S	S						S	S	S			
8733	Noncommercial research organizations			S		S	S	S						S	S	S			
8734	Testing laboratories													P	P				
874	Management and Public Relations																		
8741	Management services	P		P		P	P	P	S					P	P	P			
8742	Management consulting services	P		P		P	P	P						P	P	P			

(Permitted Use = P, Special Use = S, Not Permitted = Blank)

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

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

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

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

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 _____

Existing

Table 15-3.0603 (continued)

SIC	STANDARD INDUSTRIAL CLASSIFICATION TITLE	B-1	B-2	B-3	B-4	B-5	B-6	B-7	CC	VB	I-1	P-1	M-1	M-2	BP	OL-1	OL-2	A-1	A-2	M-3	L-1	PDD
806	Hospitals																					
8062	General medical & surgical hospitals							S			P				P	S						
8063	Psychiatric hospitals							P			P				P	S						
8069	Specialty hospitals except psychiatric							P			P				P	S						
807	Medical and Dental Laboratories																					
8071	Medical laboratories		P	P				P	S					P	P	P	P	S				
8072	Dental laboratories		P					P		S				P	P	P	P	S				
808	Home Health Care Services																					
8082	Home health care services		P	P	P	P		P	S								P	S				
809	Health and Allied Services, not elsewhere classified																					
8092	Kidney dialysis centers		S				P	P	S		P				P	P	S					P
8093	Specialty outpatient clinics, not elsewhere classified		S				P	P	S		P				P	P	S					P
8099	Health and allied services, not elsewhere classified		S		S		P	P	S		P				P	P	S					P
81	LEGAL SERVICES																					
811	Legal Services																					
8111	Legal Services		P	P	P	P		P	P	P					P	P	P					P
82	EDUCATIONAL SERVICES																					
821	Elementary and Secondary Schools																					
8211	Elementary and secondary schools										P											
822	Colleges and Universities																					
8221	Colleges and universities										P											
8222	Junior colleges										P											
823	Libraries																					
8231	Libraries										P											
824	Vocational Schools										P											
8243	Data processing schools		P		P			S/A							P	A	P					
8244	Business and secretarial schools		P		P			S/A			P		S		S	A	P					
8249	Vocational schools, not elsewhere classified		P		P			S/A			P		S	S		A	P					
829	Schools & Educational Services, not elsewhere classified																					
8299	Schools & educational services, not elsewhere classified				P			S			S		S	S								
83	SOCIAL SERVICES																					
832	Individual and Family Services																					
8322	Individual and family services		P	P			S		P				P		S		P					S
833	Job Training and Related Services																					
8331	Job training and related services		P		P		P	S/A	P				P	P		A	P					P
835	Child Day Care Services																					
8351	Child day care services		S	S	P		S	S/A	S				S		S	A	S					S
836	Residential Care																					
8361	Residential care																					S
839	Social Services, not elsewhere classified																					
8399	Social services, not elsewhere classified		P	P					P								S					S
84	MUSEUMS, BOTANICAL, ZOOLOGICAL GARDENS																					
841	Museums and Art Galleries																					
8412	Museums and art galleries		P	P					P	S	P				P		P					
842	Botanical and Zoological Gardens																					
8422	Botanical and zoological gardens										P											
86	MEMBERSHIP ORGANIZATIONS																					
861	Business Associations																					
8611	Business associations		P	P			P	P	P						P	P	P					P
862	Professional Organizations																					
8621	Professional organizations		P	P			P	P	P						P	P	P					P
863	Labor Organizations																					
8631	Labor organizations		P	P			P	P	P						P	P	P					
864	Civic and Social Associations																					
8641	Civic and social associations		P	P	P		P	P	P						P	P	P					
865	Political Organizations																					
8651	Political organizations		P	P			P	P	P						P	P	P					
866	Religious Organizations																					
8661	Religious organizations						P	P	P		P					P						
869	Membership Organizations, not elsewhere classified																					
8699	Membership organizations, not elsewhere classified		P	P			S	S	P						S	S	P					P
87	ENGINEERING & MANAGEMENT SERVICES																					
871	Engineering & Architectural Services																					
8711	Engineering services		P		P		P	P	S	P					P	P	S					
8712	Architectural services		P		P		P	P	P	P					P	P	P					
8713	Surveying services		P		P		P	P	S	P					P	P	S					
872	Accounting, Auditing, & Bookkeeping																					
8721	Accounting, auditing, & bookkeeping		P		P		P	P	P	P					P	P	P					
873	Research and Testing Services																					
8731	Commercial physical research				S		S	S	S						S	S	S					
8732	Commercial nonphysical research				S		S	S	S						S	S	S					
8733	Noncommercial research organizations				S		S	S	S						S	S	S					
8734	Testing laboratories													P	P							
874	Management and Public Relations																					
8741	Management services		P		P		P	P	P	S					P	P	P					
8742	Management consulting services		P		P		P	P	P						P	P	P					

(Permitted Use = P, Special Use = S, Not Permitted = Blank)

Proposed

Table 15-3.0603 (continued)

SIC	STANDARD INDUSTRIAL CLASSIFICATION TITLE	B-1	B-2	B-3	B-4	B-5	B-6	B-7	CC	VB	J-1	P-1	M-1	M-2	BP	OL-1	OL-2	A-1	A-2	M-3	L-1	PDD
806	Hospitals																					
8082	General medical & surgical hospitals							S			P				P	S						
8063	Psychiatric hospitals							P			P				P	S						
8069	Specialty hospitals except psychiatric							P			P				P	S						
807	Medical and Dental Laboratories																					
8071	Medical laboratories		P	P				P	S					P	P	P	P	S				
8072	Dental laboratories		P					P		S			P	P	P	P	S					
808	Home Health Care Services																					
8082	Home health care services		P	P	P	P		P	S								P	S				P
809	Health and Allied Services, not elsewhere classified																					
8092	Kidney dialysis centers		S				P	P	S		P				P	P	S					P
8093	Specialty outpatient clinics, not elsewhere classified		S				P	P	S		P				P	P	S					P
8099	Health and allied services, not elsewhere classified		S		S		P	P	S		P				P	P	S					P
81	LEGAL SERVICES																					
811	Legal Services																					
8111	Legal Services	P	P	P	P		P	P	P	P					P	P	P					P
82	EDUCATIONAL SERVICES																					
821	Elementary and Secondary Schools																					
8211	Elementary and secondary schools										P											
822	Colleges and Universities																					
8221	Colleges and universities										P											
8222	Junior colleges										P											
823	Libraries																					
8231	Libraries										P											
824	Vocational Schools										P											
8243	Data processing schools		P		P			S/A							P	A	P					
8244	Business and secretarial schools		P		P			S/A			P		S		S	A	P					
8249	Vocational schools, not elsewhere classified		P		P			S/A			P		S	S		A	P					
829	Schools & Educational Services, not elsewhere classified																					
8299	Schools & educational services, not elsewhere classified				P			S			S		S	S								
83	SOCIAL SERVICES																					
832	Individual and Family Services																					
8322	Individual and family services		P	P			S		P				P		S		P					S
833	Job Training and Related Services																					
8331	Job training and related services		P		P		P	S/A	P				P	P		A	P					P
835	Child Day Care Services																					
8351	Child day care services		S	S	P		S	S/A	S				S		S	A	S					S
836	Residential Care																					
8361	Residential care																					
839	Social Services, not elsewhere classified																					
8399	Social services, not elsewhere classified		P	P					P								S					S
84	MUSEUMS, BOTANICAL, ZOOLOGICAL GARDENS																					
841	Museums and Art Galleries																					
8412	Museums and art galleries		P	P					P	S	P				P		P					
842	Botanical and Zoological Gardens																					
8422	Botanical and zoological gardens										P											
88	MEMBERSHIP ORGANIZATIONS																					
861	Business Associations																					
8611	Business associations										P											
862	Professional Organizations																					
8621	Professional organizations										P											
863	Labor Organizations																					
8631	Labor organizations										P											
864	Civic and Social Associations																					
8641	Civic and social associations				P						P											
865	Political Organizations																					
8651	Political organizations										P											
868	Religious Organizations																					
8681	Religious organizations										P											
869	Membership Organizations, not elsewhere classified																					
8699	Membership organizations, not elsewhere classified										P											
87	ENGINEERING & MANAGEMENT SERVICES																					
871	Engineering & Architectural Services																					
8711	Engineering services		P		P		P	P	S	P					P	P	S					
8712	Architectural services		P		P		P	P	P	P					P	P	P					
8713	Surveying services		P		P		P	P	S	P					P	P	S					
872	Accounting, Auditing, & Bookkeeping																					
8721	Accounting, auditing, & bookkeeping		P		P		P	P	P	P					P	P	P					
873	Research and Testing Services																					
8731	Commercial physical research				S		S	S	S						S	S	S					
8732	Commercial nonphysical research				S		S	S	S						S	S	S					
8733	Noncommercial research organizations				S		S	S	S						S	S	S					
8734	Testing laboratories												P	P								
874	Management and Public Relations																					
8741	Management services		P		P		P	P	P	S					P	P	P					
8742	Management consulting services		P		P		P	P	P						P	P	P					

(Permitted Use = P, Special Use = S, Not Permitted = Blank)

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 10/4/16
Reports & Recommendations	REQUEST FOR REIMBURSEMENT FOR WATER MAIN OVERSIZING AT VICTORY OF THE LAMB CHURCH, 11120 W. LOOMIS ROAD	ITEM NO. <i>G. 7.</i>

BACKGROUND

In keeping with City development practice, the Victory of the Lamb Church was required to extend the sixteen (16) inch water main fronting their property along W. Loomis Road (STH 36) to the southwest for future development and distribution purposes. This work has been completed.

The church has requested reimbursement for this oversized water main extension.

ANALYSIS

Attached are costs provided by the developer and costs comparing the sixteen (16) inch water main installed to eight (8) inch water main had it been installed.

The costs made available have been reviewed and appear to accurately establish an approved amount to reimburse.

The recommended total to be reimbursed is \$25,878.

OPTIONS

Per development agreement and reimbursement policy, reimbursement shall be established.

FISCAL NOTE

The total reimbursement of water \$25,878 is to be paid over a five (5) year period from the water impact fee account. This account has sufficient funds.

Payments occur in Feb every year, and given the completion date of the project, the 2016 payment is proposed to go upon approval- unless otherwise directed.

RECOMMENDATION

Motion to reimburse Victory of the Lamb Church for oversizing water main constructed as part of its development in the amount of \$25,878 to be paid in five (5) annual payments, consistent with City reimbursement policy.

Department of Engineering: RJR

CA\Victory of the Lamb reimbursement for oversizing water main 2016



MEMORANDUM: FROM ENGINEERING

DATE: September 20, 2016
TO: City Engineer Morrow
FROM: Assistant. City Engineer Romels *AR*
RE: VICTORY OF THE LAMB
OVERSIZING OF WATER MAIN

Victory of the Lamb Church constructed in 2015 required the installation of water main along W. Loomis Road to service the development. The main being 16" as part of the utility system planning for development. The cost oversizing from 8" to 16" is hereby developed by ratio of 8" costs over 16" costs (by %) method.

Victory of the Lamb

16" Water Main	\$93,884.00
8" Water Main	<u>68,006.00</u>
Difference	\$25,878.00

Which is the amount of oversize to be paid back.

$$\frac{68,006}{93,884} = 72\%$$

This percent is higher (therefore differential is less) than most other projects with similar pipe sizes and length, and therefore, can be accepted.

(See attached sheet.)

Most other projects have ratios in the 50% range. This is 72% which is higher. The ratio is higher because the 8" main is approximately half the cost of the 16" main.

RJR/sg
Encl.

Adkins Construction, Inc
 667 Perkins Drive
 Mukwonago, WI 53149



Phone: (262) 363-5228
 Fax: (262) 363-5524

Invoice

Date	Invoice #
8/24/2015	14018

<i>Bill To</i>
<i>Catalyst Construction, LLC 225 E Mason St. Suite 600 Milwaukee, WI 53202</i>

<i>Job Address</i>
<i>Victory of the Lamb 11120 S Loomis Rd. Franklin, WI</i>

Contract / PO#	Customer Job #	Due Date	Terms	Adkins Job #
		9/23/2015	Net 30	14018

Date	Quantity	Description	Rate	U/M	Amount
		Contract Amount	93,884.00		93,884.00

Total	\$93,884.00
--------------	--------------------

Ron Romeis

From: Glen Morrow
Sent: Friday, September 16, 2016 2:52 PM
To: Sara Arnold; Ron Romeis
Subject: FW: VOTL Watermain upsizing.
Attachments: Franklin-Water.pdf; Franklin Water 2.pdf

Sara-
Would you work with Ron to understand our upsizing policy?

From: jjnginvestments@yahoo.com [<mailto:jjnginvestments@yahoo.com>]
Sent: Friday, September 16, 2016 2:34 PM
To: Glen Morrow; Jesse Wesolowski; Ron Romeis
Cc: Steve Olson; Pastor Ben Kuerth; Paul Rotzenberg
Subject: Re: VOTL Watermain upsizing.

Gentlemen,

Sorry for the delay in getting things to you. I wanted to make sure that we had all of our ducks in a row.

Please see the email below from our contractor, regarding the reimbursement amount from the City. Also, please see the attached invoices for the water line, as well as supplies invoices.

Please let me know if you have any questions.

Have a great weekend!

Jeff Guenther
Victory of the Lamb.

From: Mark Young [<mailto:mark@adkinsconstruction.com>]
Sent: Wednesday, August 10, 2016 8:20 AM
To: Jim Peterson
Subject: RE: Water Line

Good Morning Jim, The materials breakdown was an upcharge on pipe of \$10,875, fittings and valves \$9,816. This would be actual cost with no profit due to the owner purchase PO. For the labor we would have an extra 20 hours for install of 16" vs. 8". The total on this was \$5,187. This number includes our profit.

SUMMARY OF ABOVE "LIP-CHARGES"

PIPING	10,875
FITTINGS/VALVES	9,816
LABOR, ETC	5,187
Total	<u>25,878</u>

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 10/04/2016
REPORTS & RECOMMENDATIONS	RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE A SANITARY SEWER CONNECTION AGREEMENT WITH CHRISTOPHER AND REBECCA GUENDEL FOR PROPERTY LOCATED AT 7160 S. WOELFEL ROAD	ITEM NO. G. 8.

BACKGROUND

Earlier this year, the W. Rawson Ave and S. Woelfel Road neighborhood was surveyed for water and sewer service. Common Council voted to table the matter. Christopher and Rebecca Guendel have now requested permission to connect their home (7160 S. Woelfel Rd) to the sanitary sewer located on W. Stone Hedge Drive. Note that the Guendels returned their survey in support of the proposed utility project.

The Guendels have agreed to sign an agreement that they and/or their heirs will pay future special assessments for abutting 7160 S. Woelfel Road when sanitary sewer is extended adjacent to this property at 7160 S. Woelfel Road.

ANALYSIS

The Guendels have contacted a contractor who has verified that their residence can be served with a gravity lateral connecting to a gravity sewer main located in W. Stone Hedge Drive. Note that this section of gravity sewer already has a connection from 7140 S. Woelfel Road and a private force main serving two properties on S. Woelfel Road.

Staff's first preference is to provide a traditional gravity system on S. Woelfel Road to address any failing on-site sewage disposal systems in the neighborhood now or into the future. A proposal to provide this system was not selected earlier this year.

Staff's second preference would be to provide access to the public sewer system through unconventional means and methods such as private grinder systems and accessing sewer systems not designed for this neighborhood. This alternate preference has been utilized by three of the Gruendel's neighbors. Such permission to utilize unconventional means and methods should only be provided that the property owners make allowance they and/or their heirs will pay future special assessments, nor protest any efforts to provide a comprehensive solution to the neighborhood.

OPTIONS

- Approve
- or
- Deny

FISCAL NOTE

The agreement will provide for future recovery of sanitary sewer installation costs when sanitary sewer is installed on S. Woelfel Road.

RECOMMENDATION

Motion to adopt Resolution No. 2016-_____ a resolution authorizing officials to execute a sanitary sewer connection agreement with Christopher and Rebecca Guendel for property located at 7160 S. Woelfel Road, subject to technical/format changes approved by the City Attorney.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2016 - _____

A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE A SANITARY SEWER CONNECTION AGREEMENT WITH CHRISTOPHER AND REBECCA GUENDEL FOR PROPERTY LOCATED AT 7160 S. WOELFEL ROAD.

WHEREAS, Christopher and Rebecca Guendel (the "Guendels") is the owner of the property commonly known as 7160 S. Woelfel road, Franklin, WI and wishes to abandon an on-site sewage disposal system and connect that home to the City's sanitary sewer system; and

WHEREAS, the Guendels have requested permission from the City of Franklin to connect to the extension of sanitary sewer in W. Stone Hedge Drive, so as to have the benefit of the immediate availability of municipal sanitary sewer service to their property; and

WHEREAS, it is likely that sanitary sewer service will be extended on S. Woelfel Road abutting the frontage of the property at 7160 S. Woelfel Road and the special assessment policy of the City of Franklin would require the property at 7160 S. Woelfel Road to be specially assessed and the owners thereof to pay the special assessment pursuant to Section 207-15.0 of the Municipal Code of Franklin, Wisconsin, for such sanitary sewer service installation.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that a Sanitary Sewer Connection Agreement Between the City of Franklin and Christopher and Rebecca Guendel, in the form and content as annexed hereto, subject to technical/format changes approved by the City Attorney, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Clerk and Director of Finance and Treasurer be and the same are hereby authorized to execute and deliver such Amendment.

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.

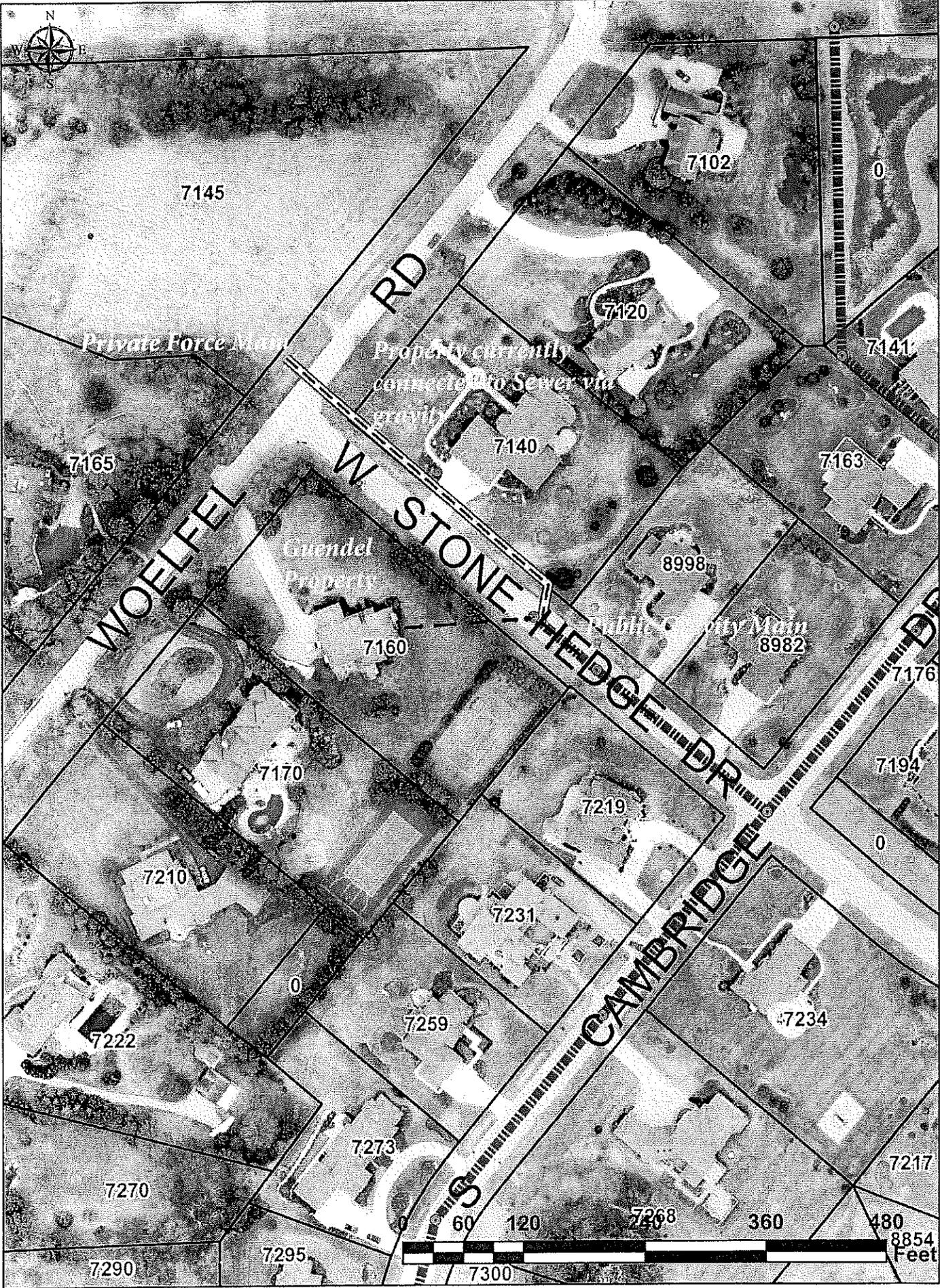
APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



SANITARY SEWER CONNECTION AGREEMENT

WHEREAS, Christopher and Rebecca Guendel ("Guendels") is the owner of the property commonly known as 7160 S Woelfel Road, Franklin, Wisconsin, more particularly described as:

Lot 1 of Certified Survey Map No. 4671, of a part of the Northwest 1/4 of Northwest 1/4, Section 9, Township 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on November 7, 1985, in Reel 1813, Image 1504 to 1506, as Document No. 5862285.

ALSO: All that part of the Northwest 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the Northwest corner of said Northwest 1/4 Section; thence South 0° 02' 57" East, along the West line of said 1/4 Section, 1056.00 feet; thence North 39° 51' 09" East, along the centerline of Woelfel Road, 793.91 feet; thence South 50° 08' 51" East, 45.00 feet to the place of beginning of the lands to be described; thence continuing South 50° 08' 51" East, 290.00 feet; thence North 39° 51' 09" East, 20.00 feet; thence North 50° 08' 51" West, 290.00 feet; thence South 39° 51' 09" West, 20.00 feet to the place of beginning.

AND ALSO: All that part of the Northwest 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said Northwest 1/4 Section; thence South 0° 02' 57" East, along the West line of said 1/4 Section, 1056.00 feet; thence North 39° 51' 09" East, along the centerline of Woelfel Road, 813.91 feet; thence South 50° 08' 51" East, 335.00 feet to the place of beginning of the lands to be described; thence continuing South 50° 08' 51" East, 50.00 feet; thence South 39° 51' 09" West, 170.00 feet; thence North 50° 08' 51" West, 50.00 feet; thence North 39° 51' 09" East, 170.00 feet to the place of beginning.

WHEREAS, Guendel has requested permission from the City of Franklin to connect to the extension of sanitary sewer in W. Stone Hedge Drive, so as to have the benefit of the immediate availability of municipal sanitary sewer service to their property; and

WHEREAS, it is likely that sanitary sewer service will be extended on S. Woelfel Road abutting the frontage of the property 7160 S. Woelfel Road and the special assessment policy of the City of Franklin would require the property at 7160 S. Woelfel Road to be specially assessed and the owners thereof to pay the special assessment pursuant to Section 207-15.0 of the Municipal Code of Franklin, Wisconsin, for such sanitary sewer service installation.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, it is hereby agreed as follows:

1. The City of Franklin hereby grants permission to the Guendels, as owner of the property located at 7160 S. Woelfel Road, Franklin, Wisconsin, to connect to the sanitary sewer service installed in W. Stone Hedge Drive.

2. Upon connection of the property at 7160 S. Woelfel Road, Franklin Wisconsin, to the sanitary sewer service installed in W. Stone Hedge Drive abutting said property, the Guendels shall pay to the City of Franklin the sanitary sewer connection fees as required by the Municipal Code of Franklin, Wisconsin, as amended from time to time.

3. All arrangements for and costs arising from the connection of the property at 7160 S. Woelfel Road, Franklin, Wisconsin, for the installation of sanitary sewer service installed in W. Stone Hedge Drive abutting said property shall be the responsibility of the Guendels.

4. The Guendels, for their heirs, successors and assigns, notwithstanding any prior sanitary sewer service availability or connection to the property at 7160 S. Woelfel Road, Franklin, Wisconsin, shall be responsible for and pay to the City of Franklin any assessment levied against the property located at 7160 S. Woelfel Road, Franklin, Wisconsin, for the installation of sanitary sewer service in S. Woelfel Road abutting said property and they hereby acknowledge the subject property to be specially benefited by such future installation and waive notice and hearing upon such future special assessment, pursuant to Section 66.0703 (7)(b) of the Wisconsin Statutes and Section 207-15.0 of the Municipal Code.

5. The provisions hereof shall operate as a covenant running with the land above particularly described and shall bind all parties hereto, their respective heirs, executors, administrators, successors and assigns.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i>		10/4/16
Reports & Recommendations	REQUEST TO APPROVE PAYMENT FOR RA SMITH FOR SERVICES RELATED TO MATT TALBOT DEVELOPMENT AT 9132 S. 92 ND STREET IN THE AMOUNT OF \$28,478.18	ITEM NO. <i>G.9.</i>

BACKGROUND

The City of Franklin has three engineering firms that provide inspection services for developments. These services are paid by the developer per the developers agreement. The Matt Talbot Development at 9132 S. 92nd Street required inspection services related to the water main installation along Highway 100 and 92nd Street.

In addition to an unfinished punch list, RA Smith has been unable to collect payment on their services.

ANALYSIS

It is imperative that the City assist in collection of payment to companies that perform services at our request. Staff has made attempts to collect on the invoices and the developer has refused. There are no remaining funds in the escrow to pay for the inspection. This matter has been referred to the City Attorney.

For many reasons related to the developer's contractor, the inspection fee is higher than what would be considered normal for a project of this magnitude. Staff is confident that the fees are justified given the circumstances.

\$19,185.34	February 22, 2016
\$ 7,247.64	March 21, 2016
\$ 1,629.00	April 12, 2016
\$ 416.20	May 17, 2016
\$28,478.18	Total

OPTIONS

Approve payment to RA Smith in the amount of \$28,478.18; or
Table

FISCAL NOTE

There are available appropriations in the Capital Improvement Fund for this Water main project. This fund would be reimbursed if recovered from the developer,

RECOMMENDATION

Motion to approve payment for RA Smith for services related to Matt Talbot Development in the amount of \$28,478.18.

BLANK PAGE