

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 8/7/12
R eports & Recommendations	<b>SUBJECT:</b> A resolution approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Resolution – Reporting year 2011	<b>ITEM NO.</b> <i>G. 8.</i>

**BACKGROUND**

Each year the City is required to file with the Wisconsin Department of Natural Resources the Compliance Maintenance Annual Report. Attached please find the 2011 annual report. There is only minor changes from the 2010 report passed by Common Council on 6/7/11.

**ANALYSIS**

It is important to meet the stipulation from the DNR that this report be filed electronically on or before July 31, 2012. The report requires an approval by the governing body and such resolution is attached.

**OPTIONS**

Adopt resolution

Or

Table

**FISCAL NOTE**

A depreciation/replacement account has been established. The staff only expends funds that are budgeted in the amount approved by the City of Franklin budget.

**RECOMMENDATION**

Motion to adopt Resolution No. 2012 - \_\_\_\_\_, a resolution approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Resolution – Reporting year 2011.

RJR/pw  
Enc.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2012- \_\_\_\_\_

A RESOLUTION APPROVING THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES  
NR-208 COMPLIANCE MAINTENANCE RESOLUTION – REPORTING YEAR 2011

---

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its **wastewater collection system** under Wisconsin Administrative Code NR 208;

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR);

WHEREAS, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades (of "C" or less) and/or an overall grade point average (<3.00);

BE IT THEREFORE RESOLVED by the Common Council of the City of Franklin that the following recommendations or actions will be taken to address or correct problems/deficiencies of the wastewater treatment or collection system as identified in the Compliance Maintenance Annual Report (CMAR);

- (1) Continue to identify inflow and infiltration (I & I) to the City's sanitary sewer system and take action to eliminate all I & I detected.
- (2) Continue the City record of having no bypasses or overflow.

INTRODUCED at a special meeting of the Common Council of the City of Franklin this  
7th day of August, 2012 by Alderman \_\_\_\_\_.

PASSED AND ADOPTED at a special meeting of the Common Council of the City of Franklin  
this 7th day of August, 2012.

APPROVED:

\_\_\_\_\_  
Thomas M. Taylor, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_  
NOES \_\_\_  
ABSENT \_\_\_

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Franklin City

Last Updated:  
7/18/2012

Reporting Year: 2011

## Financial Management

	Questions	Points												
1.	Person Providing This Financial Information  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Name:</td> <td>Roy Kainz</td> </tr> <tr> <td>Telephone:</td> <td>(414) 421-2581</td> </tr> <tr> <td>E-Mail Address(optional):</td> <td>rkainz@franklinwi.gov</td> </tr> </table>	Name:	Roy Kainz	Telephone:	(414) 421-2581	E-Mail Address(optional):	rkainz@franklinwi.gov							
Name:	Roy Kainz													
Telephone:	(414) 421-2581													
E-Mail Address(optional):	rkainz@franklinwi.gov													
2.	Are User Charge or other Revenues sufficient to cover O&M Expenses for your wastewater treatment plant AND/OR collection system ?  <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) If No, please explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	0												
3.	When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2011  <input checked="" type="radio"/> 0-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> Not Applicable (Private Facility)	0												
4.	Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?  <input checked="" type="radio"/> Yes <input type="radio"/> No (40 points)	0												
<b>REPLACEMENT FUNDS(PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 5)</b>														
5.	Equipment Replacement Funds													
	5.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2011  <input checked="" type="radio"/> 1-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> Not Applicable Explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	0												
	5.2 What amount is in your Replacement Fund? <div style="text-align: center;"><b>Equipment Replacement Fund Activity</b></div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">5.2.1 Ending Balance Reported on Last Year's CMAR:</td> <td style="width: 10%; text-align: right;">\$261,852.00</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>5.2.2 Adjustments if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">+</td> <td style="text-align: right;">\$0.00</td> <td></td> </tr> <tr> <td>5.2.3 Adjusted January 1st Beginning Balance</td> <td></td> <td style="text-align: right;">\$261,852.00</td> <td></td> </tr> </table>	5.2.1 Ending Balance Reported on Last Year's CMAR:	\$261,852.00			5.2.2 Adjustments if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	\$0.00		5.2.3 Adjusted January 1st Beginning Balance		\$261,852.00		
5.2.1 Ending Balance Reported on Last Year's CMAR:	\$261,852.00													
5.2.2 Adjustments if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	\$0.00												
5.2.3 Adjusted January 1st Beginning Balance		\$261,852.00												

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Franklin City

Last Updated:  
7/18/2012

Reporting Year: 2011

Financial Management (Continued)

	<b>5.2.4 Additions to Fund</b> (e.g., portion of User Fee, earned interest, etc.) + \$31,992.00 <b>5.2.5 Subtractions from Fund</b> (e.g., equipment replacement, major repairs - use description box 5.2.5.1 below*) - \$0.00 <b>5.2.6 Ending Balance as of December 31st for CMAR Reporting Year</b> \$293,844.00	
	(All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.) *5.2.5.1. Indicate adjustments, equipment purchases and/or major repairs from 5.2.5 above <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
	<b>5.3 What amount should be in your replacement fund?</b> \$293,844.00 (If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP option button.)	
	<b>5.3.1 Is the Dec. 31 Ending Balance in your Replacement Fund above (#5.2.6) equal to or greater than the amount that should be in it(#5.3)?</b> <input checked="" type="radio"/> Yes <input type="radio"/> No Explain: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<b>6.</b>	<b>Future Planning</b>	
	<b>6.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating or new construction of your treatment facility or collection system?</b> <input checked="" type="radio"/> Yes (If yes, please provide major project information, if not already listed below) <input type="radio"/> No	
	Project Description	Estimated Cost
	Approximate Construction Year	
	The Milwaukee Metropolitan Sewerage District (MMSD) through its facilities planning, and as requested by the Cities of Franklin and Muskego are planning a project titled "Ryan Creek Interceptor". The project will enable the development and improvement of the southwest section of the City.	\$31,000,000.00
	2012	
<b>7.</b>	<b>Financial Management General Comments:</b>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Franklin City

Last Updated:  
7/19/2012

Reporting Year: 2011

## Sanitary Sewer Collection Systems

	Questions	Points
1.	<p>Do you have a Capacity, Management, Operation &amp; Maintenance (CMOM) requirement in your WPDES permit?</p> <p style="margin-left: 40px;"> <input type="radio"/> Yes  <input checked="" type="radio"/> No                 </p>	
2.	<p>Did you have a <u>documented</u> (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation &amp; maintenance or CMOM program last calendar year?</p> <p style="margin-left: 40px;"> <input checked="" type="radio"/> Yes (go to question 3)  <input type="radio"/> No (30 points) (go to question 4)                 </p>	0
3.	<p>Check the elements listed below that are included in your Operation and Maintenance (O&amp;M) or CMOM program.:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> <b>Goals:</b> Describe the specific goals you have for your collection system:  <div style="border: 1px solid black; padding: 5px; margin-left: 20px;">                     The Department, of course, intends to continue with previously stated goals. We have begun to work with MMSD on a pilot PPII project for laterals.                 </div> </li> <li><input checked="" type="checkbox"/> <b>Organization:</b> Do you have the following written organizational elements (check only those that you have):                     <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Ownership and governing body description</li> <li><input checked="" type="checkbox"/> Organizational chart</li> <li><input checked="" type="checkbox"/> Personnel and position descriptions</li> <li><input checked="" type="checkbox"/> Internal communication procedures</li> <li><input type="checkbox"/> Public information and education program</li> </ul> </li> <li><input checked="" type="checkbox"/> <b>Legal Authority:</b> Do you have the legal authority for the following (check only those that apply):                     <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Sewer use ordinance Last Revised MM/DD/YYYY <span style="border: 1px solid black; padding: 2px 10px;">02/16/2004</span></li> <li><input checked="" type="checkbox"/> Pretreatment/Industrial control Programs</li> <li><input checked="" type="checkbox"/> Fat, Oil and Grease control</li> <li><input checked="" type="checkbox"/> Illicit discharges (commercial, industrial)</li> <li><input checked="" type="checkbox"/> Private property clear water (sump pumps, roof or foundation drains, etc)</li> <li><input type="checkbox"/> Private lateral inspections/repairs</li> <li><input checked="" type="checkbox"/> Service and management agreements</li> </ul> </li> <li><input checked="" type="checkbox"/> <b>Maintenance Activities: details in Question 4</b></li> <li><input checked="" type="checkbox"/> <b>Design and Performance Provisions:</b> How do you ensure that your sewer system is designed and constructed properly?                     <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> State plumbing code</li> <li><input checked="" type="checkbox"/> DNR NR 110 standards</li> <li><input checked="" type="checkbox"/> Local municipal code requirements</li> <li><input checked="" type="checkbox"/> Construction, inspection and testing</li> <li><input checked="" type="checkbox"/> Others:                             <div style="border: 1px solid black; padding: 5px; margin-left: 20px;">                                 Inspection and maintenance classes are held for private contractors and Department employees                             </div> </li> </ul> </li> </ul>	

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Franklin City

Last Updated:  
7/19/2012

Reporting Year: 2011

## Sanitary Sewer Collection Systems (Continued)

	<p><input checked="" type="checkbox"/> <b>Overflow Emergency Response Plan:</b> Does your emergency response capability include (check only those that you have):</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Alarm system and routine testing</li> <li><input checked="" type="checkbox"/> Emergency equipment</li> <li><input checked="" type="checkbox"/> Emergency procedures</li> <li><input checked="" type="checkbox"/> Communications/Notifications (DNR, Internal, Public, Media etc)</li> </ul> <p><input checked="" type="checkbox"/> <b>Capacity Assurance:</b> How well do you know your sewer system? Do you have the following?</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Current and up-to-date sewer map</li> <li><input checked="" type="checkbox"/> Sewer system plans and specifications</li> <li><input checked="" type="checkbox"/> Manhole location map</li> <li><input checked="" type="checkbox"/> Lift station pump and wet well capacity information</li> <li><input checked="" type="checkbox"/> Lift station O&amp;M manuals</li> </ul> <p>Within your sewer system have you identified the following?</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Areas with flat sewers</li> <li><input type="checkbox"/> Areas with surcharging</li> <li><input type="checkbox"/> Areas with bottlenecks or constrictions</li> <li><input type="checkbox"/> Areas with chronic basement backups or SSO's</li> <li><input checked="" type="checkbox"/> Areas with excess debris, solids or grease accumulation</li> <li><input type="checkbox"/> Areas with heavy root growth</li> <li><input type="checkbox"/> Areas with excessive infiltration/inflow (I/I)</li> <li><input type="checkbox"/> Sewers with severe defects that affect flow capacity</li> <li><input checked="" type="checkbox"/> Adequacy of capacity for new connections</li> <li><input type="checkbox"/> Lift station capacity and/or pumping problems</li> </ul> <p><input checked="" type="checkbox"/> <b>Annual Self-Auditing of your O&amp;M/CMOM Program</b> to ensure above components are being implemented, evaluated, and re-prioritized as needed.</p> <p><input type="checkbox"/> <b>Special Studies Last Year (check only if applicable):</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Infiltration/Inflow (I/I) Analysis</li> <li><input type="checkbox"/> Sewer System Evaluation Survey (SSES)</li> <li><input type="checkbox"/> Sewer Evaluation and Capacity Management Plan (SECAP)</li> <li><input type="checkbox"/> Lift Station Evaluation Report</li> <li><input type="checkbox"/> Others:</li> </ul>	
4.	<p>Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained:</p>	
	<p>Cleaning <span style="float: right;">20 % of system/year</span></p> <p>Root Removal <span style="float: right;">1 % of system/year</span></p> <p>Flow Monitoring <span style="float: right;">.1 % of system/year</span></p> <p>Smoke Testing <span style="float: right;">0 % of system/year</span></p> <p>Sewer Line Televising <span style="float: right;">10 % of system/year</span></p>	

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Franklin City

Last Updated:  
7/19/2012

Reporting Year: 2011

## Sanitary Sewer Collection Systems (Continued)

Manhole Inspections	<input type="text" value="20"/>	% of system/year
Lift Station O&M	<input type="text" value="52"/>	# per L.S/year
Manhole Rehabilitation	<input type="text" value="2"/>	% of manholes rehabed
Mainline Rehabilitation	<input type="text" value="0"/>	% of sewer lines rehabed
Private Sewer Inspections	<input type="text" value="2"/>	% of system/year
Private Sewer I/I Removal	<input type="text" value="0"/>	% of private services

Please include additional comments about your sanitary sewer collection system below:

The City of Franklin HAS embarked on a PPII program to be completed in 2012. It is a pilot program and further projects will be based on outcome of the project.

5. Provide the following collection system and flow information for the past year:

<input type="text" value="34.71"/>	Total Actual Amount of Precipitation Last Year
<input type="text" value="31.3"/>	Annual Average Precipitation (for your location)
<input type="text" value="195"/>	Miles of Sanitary Sewer
<input type="text" value="4"/>	Number of Lift Stations
<input type="text" value="0"/>	Number of Lift Station Failure
<input type="text" value="0"/>	Number of Sewer Pipe Failures
<input type="text" value="0"/>	Number of Basement Backup Occurrences
<input type="text" value="5"/>	Number of Complaints
<input type="text" value=".854"/>	Average Daily Flow in MGD

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Franklin City

Last Updated:  
7/19/2012

Reporting Year: 2011

## Sanitary Sewer Collection Systems (Continued)

2.573	Peak Monthly Flow in MGD(if available)	
3.446	Peak Hourly Flow in MGD(if available)	

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Franklin City

Last Updated:  
7/19/2012

Reporting Year: 2011

## Sanitary Sewer Collection Systems (Continued)

NUMBER OF SANITARY SEWER OVERFLOWS (SSO) REPORTED (10 POINTS PER OCCURRENCE)					0
	Date	Location	Cause	Estimated Volume (MG)	
NONE REPORTED					
<p>Were there SSOs that occurred last year that are not listed above?</p> <p style="margin-left: 40px;"> <input type="radio"/> Yes  <input checked="" type="radio"/> No                 </p> <p>If Yes, list the SSOs that occurred:</p> <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 40px;"></div>					
<b>PERFORMANCE INDICATORS</b>					
	0.00	Lift Station Failures(failures/ps/year)			
	0.00	Sewer Pipe Failures(pipe failures/sewer mile/yr)			
	0.00	Sanitary Sewer Overflows (number/sewer mile/yr)			
	0.00	Basement Backups(number/sewer mile)			
	0.03	Complaints (number/sewer mile)			
	3.0	Peaking Factor Ratio (Peak Monthly:Annual Daily Average)			
	4.0	Peaking Factor Ratio(Peak Hourly:Annual daily Average)			
6.	Was infiltration/inflow(I/I) significant in your community last year?				
	<p style="margin-left: 40px;"> <input type="radio"/> Yes  <input checked="" type="radio"/> No                 </p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 40px;"></div>				
7.	Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?				
	<p style="margin-left: 40px;"> <input type="radio"/> Yes  <input checked="" type="radio"/> No                 </p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 40px;"></div>				
8.	Explain any infiltration/inflow(I/I) changes this year from previous years?				

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Franklin City

Last Updated:  
7/19/2012

Reporting Year: 2011

Sanitary Sewer Collection Systems (Continued)

9.	What is being done to address infiltration/inflow in your collection system?	
	A pilot PPII Program has been initiated and will be completed in 2012	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Franklin City

Last Updated:

Reporting Year: 2011

WPDES No.0047341

GRADING SUMMARY				
SECTION	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial Management	A	4.0	1	4
Collection Systems	A	4.0	3	12
TOTALS			4	16
GRADE POINT AVERAGE(GPA)=4.00		4.00		

Notes:

A = Voluntary Range

B = Voluntary Range

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Franklin City

Last Updated:

Reporting Year: 2011

Resolution or Owner's Statement

NAME OF GOVERNING BODY OR OWNER	DATE OF RESOLUTION OR ACTION TAKEN
RESOLUTION NUMBER	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B, required for grade C, D, or F):	
Financial Management: Grade=A	
Collection Systems: Grade=A	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 4.00	

<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>08/7/2012</b></p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>Professional Services Agreement Between the City of Franklin and Racine County for Services to Verify a Certified Soil Tester's Soil &amp; Site Evaluation</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G.9.</i></p>

Attached is a Professional Services Agreement between the City of Franklin and Racine County to cover the authorization and payment of fees for Racine County to provide services to the City to verify a certified soil tester's soil and site evaluation at designated properties when needed. Racine County will provide this service at a cost of \$200 for up to the first 3 soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property. The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property (for example, if weather or lighting conditions or equipment breakdown of the contractor does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum \$50 fee will be charged.)

It is the recommendation of the Building Inspector and Director of Administration to use Racine County for these soil testing services.

### **COUNCIL ACTION REQUESTED**

Motion to approve the Professional Services Agreement between the City of Franklin and Racine County for their services to verify a certified soil tester's soil and site evaluation at designated properties when needed, subject to approval as to form by the City Attorney and incorporation by the City Attorney of additional boiler plate language he deems necessary, and to authorize the Director of Administration to execute such agreement.

**CITY OF FRANKLIN – RACINE COUNTY  
PROFESSIONAL SERVICES AGREEMENT**

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Franklin, Wisconsin, a municipal corporation (hereinafter referred to as "CITY") and Racine County, a Wisconsin quasi-municipal corporation, (hereinafter referred to as "COUNTY"). This contract is to be effective from the period April 1, 2012 through December 31, 2013. This agreement is renewable upon acceptance by all parties.

**WITNESSETH:**

**FOR GOOD AND VALUABLE CONSIDERATION**, the parties agree that this contract shall cover the authorization and payment of fees to provide to the CITY services to verify a Certified Soil Tester's (hereafter referred to as "CST") soil and site evaluation. The parties agree to the following:

1. All CST's soil and site evaluations for Private Onsite Wastewater Treatment Systems (hereafter referred to as "POWTS") must be scheduled with a minimum 24 hours notice to the County, excluding Saturdays, Sundays and holidays, to ensure proper staffing.
2. All CST appointments must be scheduled by calling the COUNTY Development Services Department at 262-886-8440 between the hours of 8am –12:00 noon and 12:30pm – 4:30pm Monday through Friday, excluding holidays.
3. COUNTY will provide one properly licensed and credentialed staff to verify the required soil and site evaluation conducted by a CST.
4. The COUNTY reserves the right to require that CST's provide soil backhoe dug pits of adequate size, depth and construction to enable COUNTY staff to safely enter and exit the soil pit for verification of soil profile evaluation data.
5. Soil color evaluations shall be performed on days when light conditions permit accurate color determination.
6. Frozen soil material shall be thawed prior to conducting evaluations for soil color, texture, structure and consistence.
7. The cost of this service will be \$200 for up to the first 3 soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property. The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property. For example, if weather or lighting conditions or equipment breakdown of the contractors does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum \$50 fee will be charged. Subject to prior notice to CITY, COUNTY may increase the rates to be effective during 2013.

- 8. If staff is required to contact a State of Wisconsin Onsite Wastewater Specialist to make a soil determination, a minimum of \$50 will be charged for this service, in addition to other soil and site evaluation fees referenced herein.
- 9. The CITY will be invoiced directly for these services.
- 10. COUNTY will review the applicable Soil and Site Evaluation Form (SBD-8330), which must be forwarded to the COUNTY, and will convey all reports back to the CITY for their files and permit issuance. A copy of the test will be kept on file in this office, but the original tests will be sent to the CITY.
- 11. The CITY will issue all permits for POWTS, and the CITY will oversee the construction and follow-up on all POWTS, as outlined in Chapter SPS 383 (Private Onsite Wastewater Treatment Systems) and Chapter SPS 385 (Soil and Site Evaluations).
- 12. Any other work not anticipated in this contract, but relative to soil and site evaluations, will be charged at a rate of \$50 per hour.
- 13. Each party is responsible for their own acts and omissions under this agreement. COUNTY agrees that it will at all times during the existence of this contract indemnify CITY against any and all loss, damages and cost or expenses which CITY may sustain, incur or be required to pay as a result of any of the services provided by COUNTY under this contract. CITY agrees that it will at all times during the existence of this contract indemnify COUNTY against any and all loss, damages and cost or expenses which COUNTY may sustain, incur or be required to pay as a result of any of the services provided by the CITY under this contract.
- 14. CITY or COUNTY may, without prejudice to any other rights it may have, terminate this contract for convenience and without cause by giving thirty (30) days written notice. COUNTY shall be paid for services rendered up to the time of termination.

**CITY OF FRANKLIN**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**RACINE COUNTY**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**BLANK PAGE**

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i>		8/7/12
Reports & Recommendations	SUBJECT: Change Order No. 1 for the Jack Workman Park natural improvements relating to the reconstruction of W. Drexel Avenue from S. 27 <sup>th</sup> Street to S. 31 <sup>st</sup> Street	ITEM NO. <i>G,10.</i>

**BACKGROUND**

Pursuant to the reconstruction of W. Drexel Avenue from S. 27<sup>th</sup> Street to S. 31<sup>st</sup> Street, wetland mitigation was required and that wetland mitigation was conducted in Jack Workman Park located in the 3600 block of W. Forest Hill Avenue.

**ANALYSIS**

The wetland mitigation work was contracted to Marek Landscaping and they completed the work under the contract amount; therefore, Change Order No. 1 is to reduce the contract by \$844.16 from \$15,285.50 to \$14,441.34.

**OPTIONS**

Approve

or

Table

**FISCAL NOTE**

Funds are provided for the wetland mitigation by T.I.F. No. 3 and this is a reduction in the contract amount.

**RECOMMENDATION**

Motion to authorize staff to sign Change Order No. 1 for the Jack Workman Park wetland mitigation as a part of the W. Drexel Avenue reconstruction, from S. 27<sup>th</sup> Street to S. 31<sup>st</sup> Street, for a reduction in the contract with Marek Landscaping Inc., of \$844.16 reducing the contract from \$15,285.50 to \$14,441.34.

JMB/db

Encl.



RECEIVED

JUL 26 2012

City of Franklin  
Engineering Department

7/23/2012

Dear Mr. Bennett,

Enclosed are three signed change orders for the Jack Workman Park Natural Improvements Project (No. 2009-L101). The letter from Mike Paulos discussing the change orders is enclosed for reference.

Please contact me with any questions

Thank you,

Kristin March

**CHANGE ORDER**

No. 1

DATE OF ISSUANCE July 12, 2012

EFFECTIVE DATE July 12, 2012

OWNER City of Franklin  
 CONTRACTOR Marek Landscaping, Inc.  
 Contract: Jack Workman Park Natural Improvements  
 Project: Jack Workman Park Natural Improvements  
 OWNER's Contract No. 2008-R101 ENGINEER's Contract No. 20070124.01  
 ENGINEER GRAEF- USA Inc.

You are directed to make the following changes in the Contract Documents:

Description:  
 Quantity Changes.

Reason for Change Order:  
 Quantity Changes.

Attachments: (List documents supporting change)  
 Summary of quantities and unit prices

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>15,285.50</u>
Net Increase from previous Change Orders No. <u>   </u> to <u>   </u> : \$ <u>0.00</u>
Contract Price prior to this Change Order: \$ <u>15,285.50</u>
Net decrease of this Change Order: \$ <u>(\$844.16)</u>
Contract Price with all approved Change Orders: \$ <u>14,441.34</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>November 1, 2010</u> Ready for final payment: <u>December 1, 2010</u> (days or dates)
Net change from previous Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>November 1, 2010</u> Ready for final payment: <u>December 1, 2010</u> (days or dates)
Net increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>November 1, 2010</u> Ready for final payment: <u>December 1, 2010</u> (days or dates)

RECOMMENDED:

By: [Signature]  
 ENGINEER (Authorized Signature)

Date: 7/12/12

APPROVED:

By: \_\_\_\_\_  
 OWNER (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: [Signature]  
 CONTRACTOR (Authorized Signature)

Date: 7/23/12

EJCDC 1910-8-B (1996 Edition)

**BLANK PAGE**

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>slw</i> Reports & Recommendations	<b>SUBJECT:</b> Resolution accepting storm sewer easement and petition and waiver of hearing form and for the Department of Public Works to replace a storm sewer along north property line of 9342 S. 31st Street.	8/7/12  G.11.

**BACKGROUND**

The property owner at 9342 S. 31st Street has approached the City regarding a settlement hole in his front yard. Field review on the hole lead to discovering its relationship to an old storm sewer pipe installed at the time that homes were built in the area (1900's). The pipe extends from S. 31st street to the east along the north property line of 9342 S. 31st Street. This pipe which collects a considerable area to the west was installed privately by developers, or possibly by the township. There is no City record of its installation.

**ANALYSIS**

This aged metal pipe is in poor condition and needs to be replaced prior to joints continuing to fail and blockage occurring. Staff took this matter to Board of Public Works. After several meetings the Board concluded that matters such as these will need to be reviewed on a case by case basis. In this case since the owner was not party to the installation of the pipe nor was this installation on record, the Board directed staff to draft a storm sewer easement. Labor and equipment to be supplied by the City, cost of material in the amount of \$2,400 to be paid by the property owner. An executed petition and waiver of hearing form was signed by the owner.

**OPTIONS**

- Accept or reject storm sewer easement.
- Accept of reject petition, waiver or hearing form.

**FISCAL NOTE**

The cost of materials will be reimbursed by the property owner. The Department of Public Works will furnish necessary equipment and labor anticipated to be several days to complete.

**RECOMMENDATION**

Motion to adopt Resolution 2012-\_\_\_\_\_, a resolution accepting storm sewer easement and petition and waiver of hearing form and for the Department of Public Works to replace a storm sewer along north property line of 9342 S. 31st Street.

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2012- \_\_\_\_\_

RESOLUTION ACCEPTING STORM SEWER EASEMENT  
AND PETITION AND WAIVER OF HEARING FORM  
AND FOR THE DEPARTMENT OF PUBLIC WORKS TO REPLACE A STORM SEWER  
ALONG NORTH PROPERTY LINE OF 9342 S. 31ST STREET

-----

WHEREAS, it has been determined by City staff that a length of storm sewer piping has deteriorated and will further deteriorate to a point of structural failure; and

WHEREAS, the Board of Public Works has reviewed the matter and determined that the pipe (not on City record) but is necessary for significant tributary area of land; and

WHEREAS, the Board of Public Works believed that due to the conditions, the City Department of Public Works could install the pipe if the property owner agrees to grant the City an easement and to pay for the cost of the materials, as stated in the petition and waiver of hearing form and these have been executed and submitted by the owner; and

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

NOW, THEREFORE be it resolved by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept said easement and petition and waiver of hearing forms and therefore the Mayor and City Clerk are hereby authorized and directed to execute these easements accepting them on behalf of the City.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Alderman \_\_\_\_\_.

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

APPROVED:

\_\_\_\_\_  
Thomas M. Taylor, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_  
NOES \_\_\_\_\_  
ABSENT \_\_\_\_\_

**PETITION AND WAIVER OF HEARING FORM**  
**CITY OF FRANKLIN**

TO THE COMMON COUNCIL OF THE CITY OF FRANKLIN, WISCONSIN (I) (We), the undersigned owner (s) of the premises located at:

9342 S. 31st Street  
Address:

879-9945-000  
Tax Key No.

in the City of Franklin, Wisconsin, do hereby respectfully petition your Honorable body to:

Install 132 lineal feet of 15" reinforced concrete pipe in S. 31st Street right-of-way into easement paralleling our north line as granted to the City.

Upon completion of said construction (I) (we)) shall then pay an assessment of:

**Twenty Four Hundred and 00/100 Dollars**

**(\$ 2,400)**

in addition to any other lawful assessments. Said assessment to be:

(1) Paid in full within sixty (60) days from date of invoice without payment of interest charges.

or

(2) Placed on the tax roll for collection as a special assessment in 12 annual installments with Interest at the rate of six percent (6%) per annum.

In presenting this petition, I (we) expressly waived notice and hearing requirements as found in Section 66.60 of the Wisconsin Statutes for special assessment of the construction of this improvement.

WITNESS: Shari Gilmaster

OWNER: Paul Fischbach  
Paul Fischbach

WITNESS: Shari Gilmaster

OWNER: Teresa Fischbach  
Teresa Fischbach

Accepted pursuant to the authority of the Common Council on \_\_\_\_\_, 2012.

CITY OF FRANKLIN

BY: \_\_\_\_\_  
Mayor, Thomas M. Taylor

BY: \_\_\_\_\_  
City Clerk, Sandra L. Wesolowski

## STORM DRAINAGE EASEMENT

(Paul A. Fischbach and Teresa M. Fischbach, husband and wife)

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

### WITNESSETH

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

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

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Southeast 1/4 of Section 24, Township Five (5) North, Range Twenty-one(21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Easement Area, including the ground cover and landscaping within that area, shall be maintained by the Grantor (including heirs, executors, administrators, successors, and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings, fences, or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."
3. That no structure, fence, plantings or other improvements may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing, landscape planting and fence may be constructed if drainage swale is enclosed in storm sewer as approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed.
4. That in connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.

5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements.
7. The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that at some point in the future all or a portion of the Easement Area may become portions of public streets, in which event, in the City's proceedings for the acquisition of the portion of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: \_\_\_\_\_, 2012

Paul A. Fischbach  
Printed Name

By: \_\_\_\_\_  
Name

STATE OF WISCONSIN

ss

COUNTY OF MILWAUKEE

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

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_

CITY OF FRANKLIN

By: \_\_\_\_\_  
Thomas M Taylor, Mayor

By: \_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN

ss

COUNTY OF MILWAUKEE

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

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

MORTGAGE HOLDER CONSENT

The undersigned, \_\_\_\_\_, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on \_\_\_\_\_, 2012, as Document No. \_\_\_\_\_, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

\_\_\_\_\_  
a Wisconsin Banking Corporation  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN  
ss  
COUNTY OF MILWAUKEE

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: \_\_\_\_\_  
Notary Public \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_  
My commission: \_\_\_\_\_

**EXHIBIT A**  
(Description of the Property)

**REEL 3374 IMAG 715**

DOCUMENT NO. \_\_\_\_\_ STATE BAR OF WISCONSIN FORM 1 - 1982  
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

52791

This Deed, made between WILLIAM DAVID CERBE  
and DARLENE F. CERBE, husband and wife  
Grantor,  
and PAUL A. FISCHBACH and TERESA M. FISCHBACH,  
husband and wife  
Grantee,  
Witnesseth, That the said Grantor, for a valuable consideration  
conveys to Grantee the following described real estate in MILWAUKEE  
County, State of Wisconsin:

**7002096**  
REGISTER'S OFFICE }  
Milwaukee County, WI }  
RECORDED AT \_\_\_\_\_ 32 15 PM  
**SEP 15 1994**  
REEL 3374 IMAGE 715  
REGISTER OF DEEDS  
RETURN TO  
PAUL FISCHBACH  
9342 SO. 31<sup>ST</sup> STREET  
FRANKLIN, WI 53132  
AA-52791-M OL  
Tax Parcel No: 879-9945

The South 132 feet of the North 396 feet of the East 330 feet of the West  
1650 feet of the South 1/2 of the Southeast 1/4 of Section 24, Town 5  
North, Range 21 East, in the City of Franklin, County of Milwaukee, State  
of Wisconsin.

TRANSFER  
\$ 340.20  
FEE

7002096  
RECORD 10.00  
RTX 340.20

This is homestead property.  
(is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging;  
And, Grantors warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year herein and will warrant and defend the same.

Dated this 26<sup>th</sup> day of August, 1994

William David Cerbe (SEAL) Darlene F. Cerbe (SEAL)  
WILLIAM DAVID CERBE DARLENE F. CERBE  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

**AUTHENTICATION**

Signature(s) of William David Cerbe and Darlene F. Cerbe  
authenticated this 26 day of August, 1994  
Gerald E. Conen  
\* GERALD E. CONEN  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY  
GERALD E. CONEN

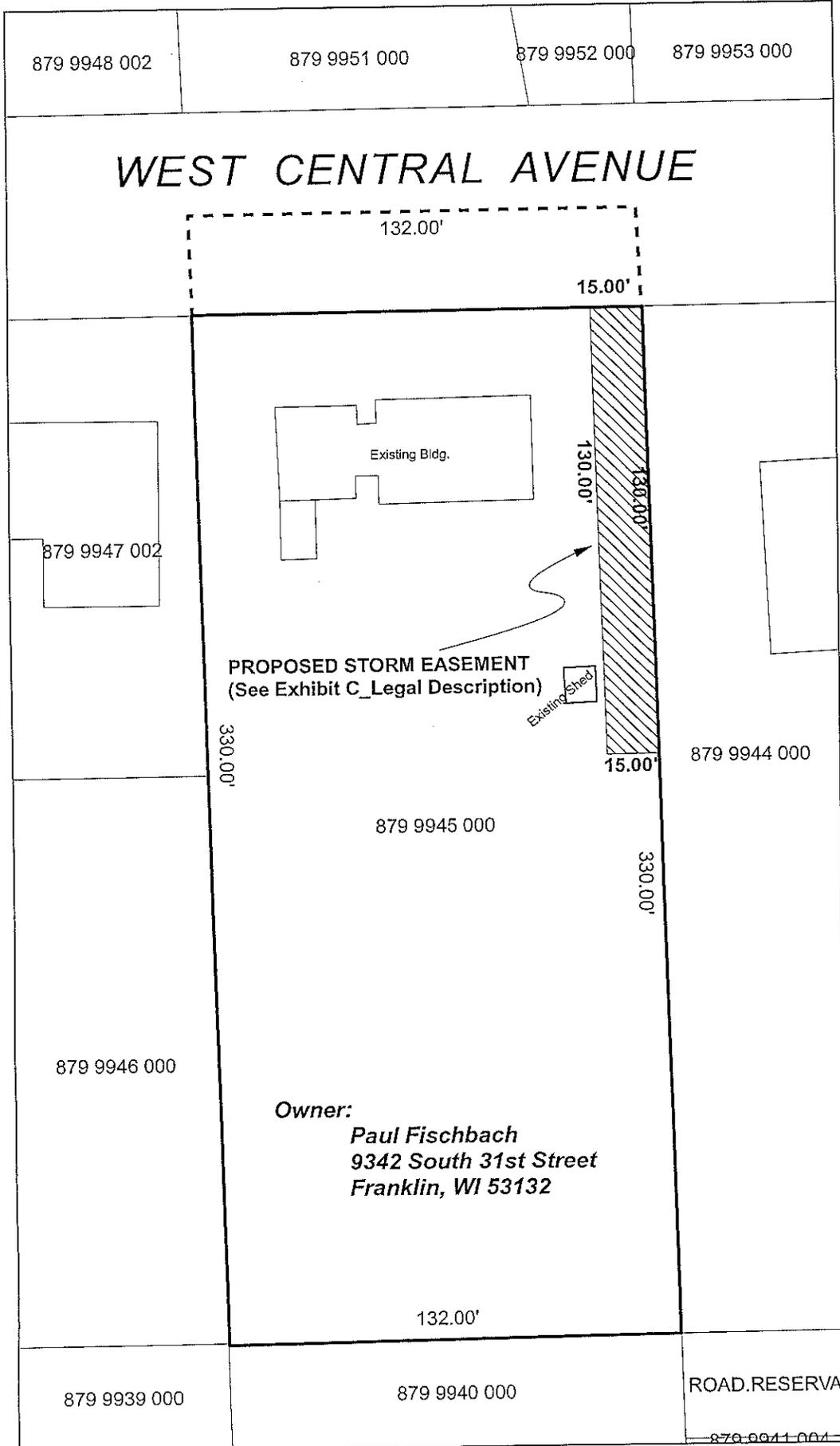
(Signatures may be authenticated or acknowledged. Both are not necessary.)

**ACKNOWLEDGMENT**

STATE OF WISCONSIN } ss.  
\_\_\_\_\_  
County. }  
Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ the above named \_\_\_\_\_  
to me known to be the person \_\_\_\_\_ who executed the foregoing instrument and acknowledge the same.  
\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Wis.  
My Commission is permanent. (If not, state expiration date: \_\_\_\_\_ 10\_\_\_\_.)

10.00

**EXHIBIT B**  
(Depiction of the Facilities)



## EXHIBIT C

(Description of Easement Area)

9342 South 31<sup>ST</sup> Street  
Franklin, WI 53132  
Tax key No. 879-9945-000

Owner: Paul A, Fischbach and Teresa M. Fischbach, husband and wife.

Commencing at the Northwest corner of said property, which is also the point of beginning of the easement to be described, thence along the north line of said property 130.00 feet to a point; thence south parallel to the east line of said property 15.00 feet to a point; thence west parallel to the north line of said property, 130.00 feet to a point; thence north along the west line of said property, 15.00 feet to the point of beginning.

Said easement contains 1950.00 square feet or 0.05 acres.

<p><b>APPROVAL</b></p> <p><i>Slw</i> </p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>8/7/2012</p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>A Resolution to Receive Library Board Wage Recommendations and Establish Wage Rates and 2012 Wage Adjustments for the Positions of Library Shelver &amp; Library Assistant</b></p>	<p><b>ITEM NUMBER</b></p> <p>G.12.</p>

The Library Board approved the attached resolution at their June 2012 meeting. Personnel reviewed the resolution but no action was required of them. The following discussion briefly covers each of the sections of the Library Board's resolution.

Part "A)" of the resolution exercises the authority of the Library Board to establish wages and wage adjustments for management and supervisory Library personnel. This section confirms the wages already published by the City in the table prepared by Human Resources entitled "Salary Ranges Non-Represented Employees Effective 12/31/2011", as directed by the Common Council. Technically, the Library Board's approval is what establishes the wages for supervisory and management personnel. As such, with their resolution the Human Resources document now reflects the Library Board's action. Similarly, the Library Board approved for the supervisory and management personnel the same wage increases for 2012 that were approved by the Common Council for other non-represented supervisory and management personnel. No further action is required by the Common Council on this section of the Resolution.

Part "B)" provides a recommendation to the Common Council by the Library Board as to the wages and 2012 wage adjustments for the other Library staff that typically are reflected on the Human Resources Non-Represented Employee wage table. These employees are Civil Service employees. The Civil Service System Personnel Administration Program requires the Library Board to make a recommendation and the Common Council to approve the final action. Since these titles historically appeared on the HR wage table, the Common Council took action on these in December of 2011. This section completes the expectation of the Civil Service program by having the Library Board provide the expected recommendation. With this loose end fulfilled, no further action is required by the Common Council on this section of the Resolution.

Part "C)" is the section that requires additional action by the Common Council. This section addresses wages and 2012 wage adjustments for Library Shelves and Library Assistants (individuals who perform check out). These are Civil Service employees (so, therefore, wages and adjustments require a Library Board recommendation and Common Council approval), but they were not on the table already issued by Human Resources. Therefore, the Common Council has yet to approve the wages and 2012 wage adjustments for these two positions. The Library Board recommends formally establishing the rates as they were previously set based on prior Library Board action and, moving forward, applying the same 2012 adjustments approved for most other non-represented, Civil Service employees. The Common Council needs to approve this action since it was not incorporated in formal approval that occurred in December. Therefore, the attached resolution addresses the Library Board's actions and incorporates this part "C)" as a Compensation Plan Addendum, as is the new practice for Civil Service System wage adjustments.

The attached resolution accomplishes that feat. In the end it reflects the same wage adjustments for 2012 for Library employees that was received by the typical non-represented City employee. I recommend incorporating the Library's resolution as a Compensation Plan Addendum.

**COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2012-\_\_\_\_, A Resolution to Receive Library Board Wage Recommendations and Establish Wage Rates and 2012 Wage Adjustments for the Positions of Library Shelver & Library Assistant.

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION TO RECEIVE LIBRARY BOARD WAGE RECOMMENDATIONS AND ESTABLISH WAGE RATES AND 2012 WAGE ADJUSTMENTS FOR THE POSITIONS OF LIBRARY SHELVER AND LIBRARY ASSISTANT

WHEREAS, the Library Board approved "A Resolution to Reconfirm Salary Ranges, Wage Rates, and Salary and Wage Adjustments for 2012 for Library Employees", which resolution (attached) informs the Common Council of wage and salary actions and recommendations of the Library Board for 2012, and

WHEREAS, the actions incorporated are consistent with the Common Council's actions generally approved for non-represented City of Franklin employees, both those within Civil Service and other non-represented employees.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Franklin, Wisconsin, that the Common Council hereby acknowledges the actions and receives and files the recommendations of the Library Board as set forth in "A Resolution to Reconfirm Salary Ranges, Wage Rates, and Salary and Wage Adjustments for 2012 for Library Employees", which resolution is attached and incorporated herein by reference.

BE IT FURTHER RESOLVED that the Common Council approves the wage rates and wage adjustments for Library Shelves and Library Assistants as set forth therein and directs the Human Resources Department to hereafter incorporate the wages of said positions onto the document entitled "Salary Ranges Non-Represented Employees", as it is from time to time prepared.

BE IT FURTHER RESOLVED that a replication of the Library Board Resolution referenced above and incorporated herein shall constitute "Compensation Plan Addendum 6-25-12: Library Employees" within the City of Franklin Employee Handbook.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 7th day of August, 2012 by Alderman \_\_\_\_\_.

Passed and adopted by the Common Council of the City of Franklin this 7th day of August, 2012.

APPROVED:

\_\_\_\_\_  
Thomas M. Taylor, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, Director of Clerk Services

AYES \_\_\_ NOES \_\_\_ ABSENT \_\_\_

CITY OF FRANKLIN, WISCONSIN - LIBRARY BOARD

RESOLUTION DATE: June 25, 2012

A RESOLUTION TO RECONFIRM SALARY RANGES, WAGE RATES, AND SALARY AND WAGE  
ADJUSTMENTS FOR 2012 FOR LIBRARY EMPLOYEES

WHEREAS, management and supervisory employees of the City of Franklin Library system fall under the management authority of the Library Board who establishes the salary ranges and wage adjustment for such positions, and

WHEREAS, in accordance with municipal ordinance and Wisconsin statutes, non-management and non-supervisory employees of the City of Franklin Library system fall under the City of Franklin Civil Service System and the City of Franklin Civil Service System Personnel Administration Program, which indicates in Section 3.1.2 that the Library Board shall recommend and the Common Council shall approve the compensation plan and salary structure for such employees, and

WHEREAS the Common Council approved a general 1% across-the-board increase effective 7/1/2012 for City employees who are not members of a bargaining unit, and

WHEREAS, in response to recent changes in state statutes associated with Acts 10 and 32 in 2011, the Library Board believes it to be beneficial to provide a clear statement of the Library's compensation plan and salary structure, and the Library Board recommends approval by the Common Council of a commensurate resolution.

NOW, THEREFORE, BE IT RESOLVED by the Library Board of the City of Franklin, Wisconsin, that Library Board hereby

- A) confirms the establishment of salary ranges for non-represented employees as set forth on the table prepared by the Human Resources Department entitled "Salary Ranges Non-Represented Employees Effective 12/31/2011" and authorizes a general wage increase of 1% across-the-board effective 7/1/2012 for supervisory and management employees, and
- B) confirms and recommends the salary ranges as set forth on the table prepared by the Human Resources Department entitled "Salary Ranges Non-Represented Employees Effective 12/31/2011" and recommends a general wage increase of 1% across-the-board effective 7/1/2012 for Reference Librarian, Youth Reference Librarian, and Youth Services Librarian positions within the Civil Service System as approved by the Common Council in and as referenced in Compensation Plan Addendum 12-6-11, and
- C) confirms the establishment of the following wage rates for Shelves and Library Assistants (in accordance with June 29, 2009 action of the Library Board) and recommends the hourly rates set forth below be adjusted by 1% across-the-board with the increase effective 7/1/2012.

Hourly Wage Rates Effective December 31, 2011.

	New Hire*	6 month Step	1 Year Step	2 Year Step	3 Year Step	4 Year Step	5 Year Step	6 Year Step
Shelver	\$7.25	\$8.06	\$8.48	\$8.91	\$9.35	\$9.77	-	-
Library Assistant	\$10.85	\$11.65	\$12.43	\$13.22	\$13.99	\$14.79	\$15.59	\$16.41

\*Except as provided for by Section 3.2.2 of the Civil Service System Personnel Administration Program

NOW, THEREFORE, BE IT FURTHER RESOLVED that upon approval by the Common Council this resolution shall constitute "Compensation Plan Addendum 6-25-12: Library Employees" within the City of Franklin Employee Handbook.

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

Introduced at a regular meeting of the Library Board of the City of Franklin this 25th day of June, 2012.

Passed and adopted by the Library Board of the City of Franklin this 25th day of June, 2012.

APPROVED:



David W. Adam, Library Board President

ATTEST:

  
Barb Roark, Library Director

AYES 7 NOES 0 ABSENT 2

<p><b>APPROVAL</b></p> <p><i>Slw [Signature]</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>8/7/2012</p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>A Resolution to Address Fringe Benefits of Library Employees, Including Related Part-Time Employee Designations</b></p>	<p><b>ITEM NUMBER</b></p> <p>G.13.</p>

The Library Board approved the attached resolution at their June 2012 meeting. Personnel reviewed the resolution and recommends approval.

The resolution addresses fringe benefits for Library employees. An attached memo helps explain the approval requirements for each classification of fringe benefits for each of the various types of employees. Such benefits are also dependent upon each position's benefit-status designation within the Civil Service System Personnel Administration Program.

The attached memo to the Personnel Committee explains the general actions and intent of the Library Board's resolution.

The primary new action recommended by the Library Board and Library Director is to enable the Library to use Shelves and Library Assistants for up to 37.5 hours per week and, if they work more than 20 hours per week, provide them with leave regulation benefits (sick leave, holidays, vacation, etc.) but not provide new employees with pension, health, dental, or severance benefits.

The Library Director will be in attendance to provide their explanation in support of this recommendation and their reasons that this is appropriate in the employment marketplace.

The health, dental, pension, and severance benefits for these employees are controlled by the Library Board, but the controlling plan documents for the health, dental, and pension plans are under the control of the Common Council. As such, the desires of the Library Board can only be implemented with the cooperation and consent of the Common Council.

### **COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2012-\_\_\_\_, A Resolution to Address Fringe Benefits of Library Employees, Including Related Part-Time Employee Designations.

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION TO ADDRESS FRINGE BENEFITS OF LIBRARY EMPLOYEES,  
INCLUDING RELATED PART-TIME EMPLOYEE DESIGNATIONS

---

WHEREAS, the Library Board approved "A Resolution to Reconfirm and Stipulate Fringe Benefits for Library Employees", which resolution is attached and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Franklin, Wisconsin, that the Common Council establishes the following position designations:

- A. An individual in the position of Shelver, Library Assistant, Reference Librarian, Youth Reference Librarian, or Youth Services Librarian who generally work or would work 19 or fewer hours per week shall be designated as an "Extended-term Part-time Employee Without Benefits."
- B. An individual in the position of Shelver, Library Assistant, Reference Librarian, Youth Reference Librarian, or Youth Services Librarian, who generally works 20 or more hours per week, but less than 37.5 hours per week, shall be designated as an "Extended-term Part-time Employee With Benefits."

BE IT FURTHER RESOLVED that staff is hereby directed to prepare for Council consideration health, dental, and pension plan amendments to implement the policy changes requested by the Library Board in the "A Resolution to Reconfirm and Stipulate Fringe Benefits for Library Employees".

BE IT FURTHER RESOLVED that the resolution, "A Resolution to Reconfirm and Stipulate Fringe Benefits for Library Employees" be incorporated as an Amendment to the City of Franklin Employee Handbook in a form and fashion as determined by the Director of Administration.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 7th day of August, 2012 by Alderman \_\_\_\_\_.

Passed and adopted by the Common Council of the City of Franklin this 7th day of August, 2012.

APPROVED:

\_\_\_\_\_  
Thomas M. Taylor, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, Director of Clerk Services

AYES \_\_\_ NOES \_\_\_ ABSENT \_\_\_

CITY OF FRANKLIN, WISCONSIN - LIBRARY BOARD:

RESOLUTION DATE: June 25, 2012

A RESOLUTION TO RECONFIRM AND STIPULATE FRINGE BENEFITS FOR LIBRARY EMPLOYEES

---

WHEREAS, management and supervisory employees of the City of Franklin Library system fall under the management authority of the Library Board who establishes the fringe benefits for such positions, and

WHEREAS, in accordance with municipal ordinance and Wisconsin statutes, non-management and non-supervisory employees of the City of Franklin Library system fall under the City of Franklin Civil Service System and the City of Franklin Civil Service System Personnel Administration Program and, therefore, receive attendance and leave regulation benefits (sick leave, holidays, vacation, etc.) as stipulated in the Civil Service System Personnel Administration Program, but receive other fringe benefits (including, but not limited to, health insurance, dental insurance, life insurance, pension, and severance pay) as established by the Library Board, and

WHEREAS the Library Board has generally provided fringe benefits to its employees consistent with those approved by the Common Council for other City employees, and

WHEREAS the Personnel Administration Program anticipates each extended-term part-time position will be designated by the Common Council as "with benefits" or "without benefits," and, also, allows that a designation of "with benefits" "may cover a full or partial designation of benefits," and

WHEREAS, in response to recent changes in state statutes associated with Acts 10 and 32 in 2011, the Library Board believes it to be beneficial to provide a clear statement of the fringe benefit structure, and the Library Board recommends approval by the Common Council of a commensurate resolution, and

WHEREAS, prior to implementing changes to pension and health insurance eligibility any necessary changes must be incorporated into or allowable by the Health Plan and Pension Plan documents.

NOW, THEREFORE, BE IT RESOLVED by the Library Board of the City of Franklin, Wisconsin, that Library Board hereby recommends the Common Council establish the following position designations:

- A. Individuals in the position of Shelver, Library Assistant, Reference Librarian, Youth Reference Librarian, or Youth Services Librarian who generally work or would work 19 or fewer hours per week shall be designated as an "Extended-term Part-time Employee Without Benefits."
- B. Individuals in the position of Shelver, Library Assistant, Reference Librarian, Youth Reference Librarian, or Youth Services Librarian who generally work 20 or more hours per week, but less than 37.5 hours per week, shall be designated as an "Extended-term Part-time Employee With Benefits."

BE IT FURTHER RESOLVED by the Library Board of the City of Franklin, Wisconsin, that the Library Board hereby

- A. confirms its prior authorization that supervisory and management employees shall receive all benefits in accordance with the City of Franklin Employee Handbook, as approved by the Common Council from time to time, except such other modifications to those benefits that the Library Board may otherwise specifically adopt and subsequently report to the Common Council and Human Resources Department;

- B. acknowledges that all Library employees under the Civil Service System shall receive attendance and leave regulation benefits (sick leave, holidays, vacation, etc.), in accordance the Civil Service System Personnel Administration Policy and the eligibility requirements therein; and
- C. as referenced in Section 3.3.5 of the Personnel Administration Program, as provided for by Section 1.4.7 of said Program, and upon proper eligibility or ineligibility established within the health plan and pension plan documents; authorizes that all Library employees under the Civil Service System and eligible for benefits as provided for therein shall receive fringe benefits, other than the attendance and leave regulation benefits addressed in "B" above, in accordance with the City of Franklin Employee Handbook, as approved by the Common Council from time to time, except such other modifications to those benefits that the Library Board may otherwise specifically adopt and subsequently report to the Common Council and Human Resources Department, which exception includes the following:

i) Individuals in the position of Shelver or Library Assistant designated as an "Extended-term Part-time Employee With Benefits" who are hired after adoption of this resolution or who are not receiving any of the following benefits prior to the adoption of this resolution shall not be eligible for such benefit while remaining in part-time status: Health Insurance, Retiree Health Insurance, Dental Insurance, Life Insurance, Pension, and Severance. (This effectively results in a "partial designation of benefits" as referenced in Section 1.4.7 of the Personnel Administration Program.)

ii) Individuals in the position of Shelver or Library Assistant designated as an "Extended-term Part-time Employee With Benefits" who are currently receiving Health Insurance, Dental Insurance, or Life Insurance or who participate in the pension plan prior to the adoption of this resolution shall be "grandfathered-in" and may continue to receive such benefit at the same prorated rate, provided they meet all other eligibility requirements; however, proration percentages will not increase.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Library Board recommends approval by the Common Council of a resolution commensurate to this and of any actions necessary to effectuate the necessary changes to the health and pension plans and requests this resolution or appropriate documentation as determined by the Director of Administration be incorporated into an appendix of the City of Franklin Employee Handbook.

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

Introduced at a regular meeting of the Library Board of the City of Franklin this 25th day of June, 2012.

Passed and adopted by the Library Board of the City of Franklin this 25th day of June, 2012.

APPROVED:



David W. Adam, Library Board President

ATTEST:

  
Barb Roark, Library Director

AYES 7 NOES 0 ABSENT 2



City of Franklin

Date: July 13, 2012  
To: Personnel Committee  
From: Mark W. Luberda  
Director of Administration  
RE: Library Resolutions

The Library Board recently approved two resolutions, attached, to move forward certain issues relative to the Civil Service System Personnel Administration Program and to put in place for 2012 similar wage adjustments approved by the Common Council for other non-represented employees. One resolution also initiates the steps in rethinking the hiring strategy and benefits for Library Assistants (individuals that check out books, etc.) and Library Shelves.

Refer to the prior agenda item for a more clear understanding of the approvals required and why their resolutions were worded in the manner they were. Following is brief description of what recommendation is sought from the Personnel Committee in relation to each resolution.

**A Resolution to Reconfirm Salary Ranges, Wage Rates, and Salary and Wage Adjustments for 2012 for Library Employees:** This largely addresses or clarifies the same 2012 compensation adjustments for Library employees as was approved for other non-represented City employees. This is brought to your attention simply for your information and education as to process. No action is required by the Personnel Committee, acting as the Civil Service Board, because section 3.1.2 of the Civil Service System Personnel Administration Program provides that wage recommendations for Civil Service employees of the City's Library go directly from the Library Board to the Common Council for approval.

**A Resolution to Reconfirm and Stipulate Fringe Benefits for Library Employees:** This resolution generally accomplishes two items: 1) establishes position designations for part-time employees and 2) addresses fringe benefits for Library employees. In summary, the primary new action of this resolution is to allow the Library to use Library Shelves and Library Assistants for 20 hours or more while not having to bear the burden of health and pension benefits.

1) The Civil Service Rules now provide that extended-term (previously referred to as "permanent" or "regular") part-time employees may be designated as "with benefits" or "without benefits". The Personnel Administration Program requires that the Common Council approve such position designations, so it is appropriate for the Personnel Committee to consider making a recommendation to the Common Council on this matter. The portion of the resolution reflects our current and historical practice, so I recommend the Personnel Committee continue to support that extended-term, part-time employees working 19 hours or less shall be designated as "without benefits".

2) As noted above, the City has not historically extended benefits to part-time employees who work 19 or fewer hours per week. This has led to the Library recently hiring multiple Library Shelves and

Library Assistants at 19 or fewer hours so as to avoid the financial burden of health and pension benefits. The Library Director and Library Board, however, believes certain of these employees would want a position that offered more than 19 hours even if certain benefits, such as pension and health insurance, were not available to them. They also believe, in part, that given the nature of the position and the employment market place, certain positions do not warrant certain fringe benefits. The Library Director will be at the meeting to discuss their position on the matter.

This would be a new practice for the City, but its potential was anticipated in the Civil Service System revisions. The Library Board would like to designate such employees working 20 or more hours (but not full-time) as "with benefits" but not provide health insurance, retiree health insurance, dental insurance, life insurance, pension, and severance. It would extend some leave regulation benefits (sick leave, holidays, vacation, etc.), which of course are only earned on a prorated basis. Again, the Library Director will be present to discuss the rationale and justification for this action. Note also that the few who are already beyond the 19-hour level and receiving such benefits will be grandfathered-in relative to their participation in the benefit.

This item is being brought for your consideration because, although the Library Board has authority to grant leave regulation benefits to its employees, allowing an employee to go beyond the 19 hour barrier could create the pension and health insurance obligation. As such the Library Board needs the Common Council to authorize amendment of the Health and Pension plans to make this all happen. On a matter of this nature, the Common Council would typically seek a recommendation from the Personnel Committee.

**Conclusion and Potential Action:** If you support the Library Board's efforts to provide for Library Shelves and Library Assistants who exceed 19 hours per week and will receive leave regulation benefits but will not receive certain health, dental, pension, and similar benefits, the following motion would be in order:

**Motion to recommend that the Common Council approve the actions recommended by the Library Board as set forth in "A Resolution to Reconfirm and Stipulate Fringe Benefits for Library Employees."**

Note also that this action will be moved to the Common Council in multiple parts and in conjunction with part-time employee designations for non-library personnel that matches their current status and our historical practice and in conjunction with upcoming considerations of the health and pension plan updates.



City of Franklin

---

Date: July 13, 2012  
To: Personnel Committee  
From: Mark W. Luberda   
Director of Administration  
RE: Library Personnel Policy Approval Requirements – No action required

The purpose of this memo is to summarize the approval authorities that apply to the various Library positions and categories of wage and benefits. Due to state law and local ordinance the approval process for wage and benefit issues for Library Personnel can be a little confusing and varies depending upon the position and upon the issue being considered. Four factors cause these distinctions.

First, State law provides that when a local municipality establishes a Civil Service System it may exclude from inclusion the municipality's Library system and delegate such authority to the Library Board. Franklin did not incorporate that into its Civil Service System, so, therefore, Library employees who are not supervisory and management personnel are covered by Civil Service. Note also that Act 10 requires that if a municipality had a Civil Service System in place at the time of adoption of Act 10 it was required to keep that system in place (Section 66.0509(1m)(e)). As such, the inclusion of certain Library personnel in the Civil Service System must remain in place.

The second issue that shapes approval authority is the State's Civil Service Statute which specifies what topics are to be covered by Civil Service. With the additions incorporated through Act 10, the statutes require the following to be included in a Civil Service System: employee selection, employee tenure, employee status, attendance, leave regulation, compensation and payrolls, a grievance procedure that addresses employee terminations, employee discipline, and workplace safety. Note that the Civil Service System generally requires items or changes to be approved by the Personnel Committee and the Common Council. Any other human resources policy or procedure not falling into these Civil Service topics is not part of the Civil Service System Personnel Administration Policy.

Please note that the distinction as to what is a Civil Service System issue is the reason that some issues are addressed by the City in the Civil Service System Personnel Administration Program while remaining issues are addressed in the Employee Handbook. It would be nice to have everything in one place, but the structure of the law simply does not make that possible.

Thirdly, except for Civil Service matters, the Library Board under statute has broad administrative authority to manage their affairs. As such items not covered by Civil Service, including such other human resources and benefit issues, are set by the Library Board, not the Common Council.

Lastly, however, the health, dental, and pension plan documents, and certain other group plans, are under the control of the Common Council. Assuming the Library Board does not go off and get their own policies and coverages, health, dental, and pension benefits for Library personnel are effectively a partnership between the Library Board and Common Council. The Library Board has statutory approval authority over the benefit area, but their action can only be implemented with the cooperation and approval of the Common Council to incorporate the item into the plan documents themselves. Similarly, although the matters may be under the authority of the Library Board, it is possible that the Library Board may be required to comply with certain administrative policies, such as payroll system procedures, etc.

Following is a table that summarizes the approval authorities that are the end result of this menagerie of laws and policies.

### Approval Authorities for Library Personnel Policies and Human Resources Issues

Topic or Issue \ Position	Supervisory and Management Personnel	Reference Librarian, Youth Reference Librarian, and Youth Services Librarian	Library Assistant and Library Shelver
Civil Service Matters: employee selection, employee tenure, employee status, attendance & leave regulation, a grievance procedure that addresses employee terminations, employee discipline, and workplace safety	Library Director Recommends  Library Board Approval	Library Board and Personnel Committee Recommends,  Common Council Approval	Library Board and Personnel Committee Recommends,  Common Council Approval
Civil Service Matter: compensation (wages) and payrolls	Library Director Recommends  Library Board Approval	Library Director, Library Board Recommends  Common Council Approval  (CCS 3.1.2)	Library Director, Library Board Recommends  Common Council Approval  (CCS 3.1.2)
Other Fringe Benefits: including, but not limited to, health insurance, dental insurance, life insurance, pension, and severance pay	Library Director Recommends  Library Board Approval (where applicable, effective upon incorporation into plan documents upon approval by the Common Council)	Library Director Recommends  Library Board Approval (where applicable, effective upon incorporation into plan documents upon approval by the Common Council)	Library Director Recommends  Library Board Approval (where applicable, effective upon incorporation into plan documents upon approval by the Common Council)
Covered by Civil Service	No	Yes	Yes

<b>APPROVAL</b> <i>Slw</i> <i>MMW</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>8/7/12</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Police and Fire Department Grants Referred to the Technology Commission</b>	<b>ITEM NUMBER</b> <i>G.14.</i>

At the meeting of 6/4/2012 the Common Council referred the item "Request from Police Chief to Apply for and Accept a Wisconsin Office of Justice Assistance E Referral Grant for Hardware, Software, and Implementation of an Electronic Interface Between the Police Department and the District Attorney's Office" to the Technology Commission.

At the meeting of 6/19/2012 the Common Council referred the item "Request from Fire Chief to Accept Participation in a County-Wide Homeland Security Grant for a Command Accountability System and Reauthorizing Capital Outlay Funds to Pay for Matching Portion" to the Technology Commission.

Both items were already approved by the Common Council and were referred to the Technology Commission for their information. **Action was not required by the Technology Commission.**

Due to unanticipated circumstances, the items were placed on the agenda and the meetings were cancelled. Unfortunately one cancellation did inconvenience individuals who had shown up to present the matters.

Given that the presentations are currently just for informational purposes, I do not wish to require individuals to come to another meeting. **I request the Common Council remove the requirement that these items be presented to the Technology Commission at this time as no action is required.**

I will continue to work with the departments heads involved with these topics and if some change in the project occurs or if the project has network-wide implications, I will bring it back to them at that time.

### **COUNCIL ACTION REQUESTED**

Motion to eliminate the requirement that the above referenced Police Department Office of Justice Assistance grant and the Fire Department's Homeland Security Grant need to be referred to the Technology Commission at this time.

**BLANK PAGE**

<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 8/7/12</b>
<b>REPORTS &amp; RECOMMENDATIONS</b> 	AN ORDINANCE TO REPEAL AND RECREATE SECTION 10-15 B. OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, IN ORDER TO AMEND THE NUMBER OF MEMBERS OF THE TECHNOLOGY COMMISSION THAT COMPRISE A QUORUM	<b>ITEM NUMBER</b> <i>G.15.</i>

The Technology Commission provides the City with valuable assistance in evaluating options and strategies for maintaining and improving its technology network. The diverse expertise the various members bring to the table serves to help ensure the City's technology-based strategies are well vetted. The members often serve as a round table or think tank providing staff with suggestions and solutions to better address the issues, concerns, and efforts of City staff.

The membership of the Commission is large, but this larger number helps to provide the broad scope of expertise from which the City benefits. Unfortunately, under application of Roberts Rules of Order, the larger Commission size results in a larger quorum. Numerous members of the Commission frequently have personal and professional commitments that take them out of town or otherwise make them unavailable for meetings. As such, obtaining a full, majority-of-members quorum has been challenging at times.

**Roberts Rules of Order, however, does not require that a quorum be a majority of members.** The attached ordinance provides some specific content addressing this fact. In order to accomplish setting a quorum at a lower number than a majority, it is simply necessary for the Common Council to establish what number constitutes a quorum for the Technology Commission. Such an action would be in compliance with both Roberts Rules of Order and our Municipal Code.

The attached ordinance repeals and recreates the Technology Commission "Composition" section of the Municipal Code. It renames the section "Composition and Quorum" and adds the following sentence: "Five members present shall constitute a quorum of the Commission."

Reducing the quorum to 5 from its current 6 should eliminate approximately three-quarters of the occasions where meetings were cancelled due to lack of a quorum. There may still be meetings that can't convene, but, as long as membership remains full, the instances of a cancelled meeting should be dramatically reduced. Reducing the quorum to 4 would probably eliminate all instances of a cancelled meeting, but at such a small number there is some risk to diminished effectiveness of the Commission due to lack of consistency and reduced brain-storming, so to speak.

As such, I believe it is appropriate given the nature of the Technology Commission and the characteristics of the individual members and their professional requirements, to reduce the quorum required. The attached ordinance achieves that step. I recommend approval.

### COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2012-\_\_\_\_\_ : "An Ordinance to Repeal and Recreate Section 10-15 B. of the Municipal Code of the City of Franklin, in order to Amend the Number of Members of the Technology Commission that Comprise a Quorum."

## ORDINANCE NO. 2012-\_\_\_\_\_

AN ORDINANCE TO REPEAL AND RECREATE SECTION 10-15 B. OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, IN ORDER TO AMEND THE NUMBER OF MEMBERS OF THE TECHNOLOGY COMMISSION THAT COMPRISE A QUORUM

---

WHEREAS, Section 19-6 of the Municipal Code of the City of Franklin dictates that "Deliberations of the Council shall be conducted in accordance with the parliamentary rules in Roberts Rules of Order," which rules define quorum as "The minimum number of members who must be present at the meetings of a deliberative assembly for business to be validly transacted" (page 21) and provide that "In all other committees and in boards, the quorum is a majority of the members of the board or committee unless a different quorum is provided for:...(b) by a rule of the parent body or organization..." (page 347), and

WHEREAS, Roberts Rules of Order indicates that "Depending on the organization and the provision it adopts in this regard, the number of members constituting a quorum may vary" (page 345) and that "There is no single number or percentage of members that will be equally suitable as a quorum in all societies. The quorum should be as large a number of members as can reasonably be depended on to be present at any meeting,... (Page 346); thereby debunking, at this and multiple other points in the text, the commonly held interpretation that a "majority" of a committee's members must constitute a quorum, and

WHEREAS, the Technology Commission maintains a large membership to take advantage of the disparate expertise and base of knowledge of its various members, but the nature of the professional positions of such accomplished individuals causes many occasions where members are unavailable due to travel and other personal and professional commitments, which unavailability does not diminish their potential value to the Technology Commission in particular and to the City of Franklin in general, and

WHEREAS, in order to maintain access to a broad spectrum of experienced individuals while ensuring sufficient attendance and representation to consistently conduct business, it is in the best interest of the City of Franklin to reduce the number of members of the Technology Commission required in order to convene the Commission and to transact the business of the Commission.

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

SECTION 1: §10-15 B. "Composition" of the Municipal Code of Franklin, Wisconsin, is hereby repealed and recreated as follows:

§10-15 "B. Composition and Quorum. The Technology Commission shall be comprised of 11 members appointed by the Mayor and confirmed by the Common Council. One of the members shall be an Alderman. The Director of Administration and the City Attorney shall provide staff assistance to the Commission upon the Commission's request or the request of its Chairman. Five members present shall constitute a quorum of the Commission."

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.

ORDINANCE NO. 2012-\_\_\_\_\_  
PAGE 2

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 7th day of August, 2012, by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 7th day of August, 2012.

APPROVED:

\_\_\_\_\_  
Thomas M. Taylor, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**BLANK PAGE**

<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> August 7, 2012
<b>REPORTS AND RECOMMENDATIONS</b>	<p>A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a new Medical Office Building greater than 40,000 square feet in area use upon property located at 9969 South 27th Street (Wheaton Franciscan Healthcare-Franklin, Inc., Applicant). Wheaton Franciscan Healthcare-Franklin, Inc. (Wheaton Franciscan HealthCare Center 64,800 Square Foot Three-Story Medical Office Building Development, as Part of an Intended Plan for the Potential Future Development of a Total of Four Such Buildings, Adjacent to the Existing Wheaton Franciscan HealthCare Center Facility). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to consider the terms and negotiation of a potential development agreement with Wheaton Franciscan Healthcare-Franklin, Inc. and related parties, concerning public improvements related to the development of the proposed medical office buildings and the terms of general property taxation of existing and future development and uses of the Wheaton Franciscan Healthcare-Franklin Inc. property within Tax Incremental District No. 4, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<b>ITEM NUMBER</b>  <i>G.16.</i>
<p>The Plan Commission recommended approval of a resolution imposing conditions and restrictions for the approval of a new medical office building of 40,000 square feet in area use upon property located at 9969 South 27th Street (Wheaton Franciscan Healthcare-Franklin, Inc., Applicant) at its meeting on July 19, 2012. The Common Council at its meeting on July 24, 2012 adopted a motion to direct the City Attorney to work with counsel for Wheaton Franciscan to prepare an amendment to the existing facility development agreement to include the special use parcel to credit, in part, the initial medical office building non-tax exempt new development value against the minimum revenue requirement of the existing development agreement, generally consistent with the terms proposed in Wheaton Franciscan's counsel's letter dated 7/23/12 and to return the amendment to development agreement with and as part of an amended condition no. 14 in the proposed special use resolution at the next regular Common Council meeting. Attached is a copy of the referenced 7/23/12 letter (the City Attorney noted that the referenced "counter" at the top of page 2 was premised that with the fact that the City Attorney had no authority to make a counter-offer and was only doing so within and for the purposes of negotiation, and that the "counter" was actually an approximate credit of 50% of the assessment value for a second building, and maybe, a like credit upon a fourth building, with caps). With regard to the Council direction, as of this writing, the lawyers have not come to terms on an agreement; attached is a copy of the latest draft amendment to development agreement prepared by the City Attorney and a copy of the response thereto and the latest draft amendment from the Wheaton Attorney. A copy of the original development agreement (without exhibits) which was entered into on August 6, 2006 is attached. Also attached are the draft special use resolution and the Department of City Development report and materials. Also pursuant to the Council direction the City Attorney prepared an amended condition no. 14 for the attached draft resolution as follows: "As a condition of the approval of this Special Use, the property and all improvements and uses to be developed and operated thereon shall be developed, operated and maintained pursuant to that certain Wheaton Franciscan Health Care Center First Amendment to Development Agreement City of Franklin, Wisconsin August, 2012, as Wheaton Franciscan Special Use Resolution</p>		

August 7, 2012

approved by the Common Council at its regular meeting on August 7, 2012.

### **COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to consider the terms and negotiation of a potential development agreement with Wheaton Franciscan Healthcare-Franklin, Inc. and related parties, concerning public improvements related to the development of the proposed medical office buildings and the terms of general property taxation of existing and future development and uses of the Wheaton Franciscan Healthcare-Franklin Inc. property within Tax Incremental District No. 4, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

A motion pertaining to A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a new Medical Office Building greater than 40,000 square feet in area use upon property located at 9969 South 27th Street (Wheaton Franciscan Healthcare-Franklin, Inc., Applicant) as the Common Council deems appropriate.



Reinhart Boerner Van Deuren s.c.  
P.O. Box 2965  
Milwaukee, WI 53201-2965

1000 North Water Street  
Suite 1700  
Milwaukee, WI 53202

Telephone: 414-298-1000  
Fax: 414-298-8097  
Toll Free: 800-553-6215  
reinhartlaw.com

July 23, 2012

Deborah C. Tomczyk, Esq.  
Direct Dial: 414-298-8331  
dtomczyk@reinhartlaw.com

SENT BY EMAIL

Jesse Wesolowski, City Attorney  
City of Franklin  
9229 West Loomis Road  
Franklin, WI 53132

Dear Mr. Wesolowski: Re: New Wheaton Medical Office Building

As you know, Franklin Common Council is scheduled to consider, at its July 24, 2012 meeting, a special use permit for a new Medical Office Building ("MOB") greater than 40,000 square feet on property located at 9969 South 27th Street. We understand that the Council also may discuss Wheaton's proposal to amend the parties' Development Agreement entered into as of July 6th, 2006 (the "Agreement") relating to general property taxation.

As we have discussed, Wheaton plans to make its Franklin campus a "flagship" health care complex. Indeed, Wheaton has acquired and owns the additional 28 acres on which the new MOB is intended to be located--an acquisition which underscores Wheaton's commitment to this site. The MOB at issue would be the first in a multi-phase development resulting in significant enhancements at Wheaton's Franklin complex, initially including a cardio catheterization laboratory.

Wheaton also must remain true to its Catholic roots and its non-profit mission. Wheaton commits untold resources to its community in terms of uncompensated health care, not to mention the educational, health and philanthropic events and services that are now integral to the Franklin community. Wheaton expects that its contribution to the Franklin community will grow as its Franklin campus expands.

Considering these factors, Wheaton authorized me to send you the draft First Amendment to Agreement on June 21, 2012 in which Wheaton offered to increase its annual property tax payments from its Franklin hospital campus (including the newly-acquired 28 acres) by approximately \$45,000.

Jesse Wesolowski, Esq.  
July 23, 2012  
Page 2

You and Mayor Taylor recently informed us that Wheaton's initial \$45,000 per year added tax offer is insufficient. As a counter, you suggested that any tax break for Wheaton relating to the MOB should be delayed unless and until Wheaton constructs a *second* building--in essence resulting in Wheaton paying an additional \$125,000 per year on each of *two* future buildings.

Wheaton appreciates the City's need to grow its tax base, especially in a tax increment district. We trust that the City also appreciates Wheaton's need to stay focused on its mission and to remain nimble in implementing its future development plans. Accordingly, Wheaton now has authorized me to increase its offer to pay Franklin an additional approximately \$125,000 per year on its entire Franklin hospital campus (including the new MOB) starting with the year in which the MOB is constructed. Wheaton is striving to achieve the financial goals that you outlined without limiting its options for future development. This offer would be implemented by amending the Agreement to include the newly-acquired 28 acres and increase the "Breakpoint Amount" from \$27,815,515 to about \$33,740,000, increasing total taxes paid by Wheaton at its Franklin campus from \$595,000 to \$720,000.

We share City officials' concerns about today's economic challenges. Indeed, as new real estate development has declined precipitously, Wheaton's estimated \$11,000,000 MOB construction, new jobs and greater capacity should serve as a catalyst for surrounding development and drive positive economic activity into Franklin. It also bears noting that, based solely on construction cost, the value of Wheaton's MOB per-acre-of-developed-land will be higher than the value of other lands in Franklin's TIF districts--in some cases significantly higher.

Wheaton appreciates consideration of its offer by City officials. Please do not hesitate to contact me with any questions or comments.

Yours very truly,



Deborah C. Tomczyk

8832544

cc Richard Canter (via email)  
Daniel Mattes (via email)  
Julie Swiderski (via email)

City Atty. Draft

WHEATON FRANCISCAN HEALTH CARE CENTER  
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
CITY OF FRANKLIN, WISCONSIN  
AUGUST 14, 2012

This First Amendment to Development Agreement (the "Amendment") is made and entered into as of the \_\_\_\_ day of August, 2012, by and among Wheaton Franciscan Healthcare-Franklin, Inc. ("Franklin"), Franklin's sponsor entity: Wheaton Franciscan Healthcare-Southeast Wisconsin, Inc. ("Wheaton") (Franklin and Wheaton are collectively referred to as "Developer"), and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin ("City").

WITNESSETH:

WHEREAS, Developer and City entered into a Development Agreement made as of July 6th, 2006 (the "Agreement") accommodating the development and operation of the *Wheaton Franciscan Health Care Center* at 10101 South 27th Street, Franklin, Wisconsin, on certain lands described on Exhibit A attached to the Agreement (the "Original Hospital Parcel"); and

WHEREAS, Developer (and/or related parties) have now developed and operate on the Original Hospital Parcel approximately 54,400 square feet of medical office space, an approximately 194,700 square foot hospital/outpatient center, the 50,100 square foot Midwest Orthopedic Specialty Hospital, and approximately 13,000 square feet of administrative office space; ~~and, but Developer desires to replace the 54,400 square feet of medical office space at the Hospital Parcel with expanded interventional diagnostics, surgery, intensive care unit, inpatient care and related hospital services;~~

WHEREAS, Developer recently purchased approximately 28 acres of vacant land described on Exhibit V attached hereto to provide for Developer's planned potential future development of four medical office buildings (the "MOB Parcel"), which MOB Parcel abuts the Original Hospital Parcel and Wheaton Way (a public street) along their respective northerly boundaries, and Developer proposes to relocate the existing 54,400 square feet of medical office space from the Original Hospital Parcel to a new three-story approximately 64,800 square foot, standalone medical office building (the "MOB") to be constructed on the MOB Parcel; ~~and to replace the 54,400 square feet of medical office space on the Original Parcel with expanded interventional diagnostics, surgery, intensive care unit, inpatient care and related health services;~~ and

~~WHEREAS, the land acquisition, planned expanded services and MOB parcel development are part of Developer's intent to make the *Wheaton Franciscan Health Care Center* in Franklin the flagship of and among Wheaton Franciscan's existing and planned health care services facilities; and~~

WHEREAS, on or about June 13, 2012, Developer filed applications with the City for approval of a site plan and special use permit for a building larger than 40,000 square feet to

facilitate the proposed development of the MOB on the MOB Parcel and the City desires to facilitate the development and operation of the MOB on the MOB Parcel; and

WHEREAS, ~~Developer and the City acknowledge that~~ the 54,400 square feet within the ~~Original Hospital Parcel~~ that was being used as medical office space (which medical office space is being relocated from the ~~Original Hospital Parcel~~ to the MOB Parcel) and that is being converted to interventional diagnostics, surgery, intensive care unit, inpatient care and related health services ~~expanded hospital services~~ ~~will~~ become exempt from property taxation consistent with Wisconsin Statutes Section 70.14(4m).

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1) and other good and valuable consideration to each in hand paid by the other, and in consideration of the mutual covenants and promises herein contained and exchanged, receipt of all of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1 The definition of the "Project" in the fourth "Whereas" clause of the Agreement shall be deemed to include, not just the Developer Private Improvements, but also the MOB and any other private improvements to be constructed by Developer on the ~~Original Hospital Parcel~~ or the MOB Parcel during the term of the Agreement.

2 Under Section 1, of the Agreement, the legal description of the "Property" shall be amended and restated to include, not just the legal description of the ~~Original Hospital Parcel~~ as set forth on Exhibit A to the Agreement, but also the legal description of the MOB Parcel as set forth on Exhibit V attached to this Amendment.

3 The parties acknowledge that all City Improvements and Developer Improvements previously defined in the Agreement are complete and that the City has inspected, approved and accepted dedication of all Developer Public Improvements, consistent with the terms of the Agreement.

4 ~~The MOB to be constructed on the MOB Parcel shall be a Developer Private Improvement as defined in the Agreement and shall be subject to the terms set forth in Subsection 15 b. of the Agreement. The MOB is intended by Developer for medical office space for physicians and as such, this type of use is generally recognized as being taxable. The MOB shall consist of the aforesaid approximately 64,800 square feet. The MOB is projected to have a construction cost, inclusive of construction and site work, design fees, construction administration and owner contingency of \$\_\_\_\_\_ Developer paid \_\_\_\_\_ for the MOB Parcel. Taxable personal property to be installed in the MOB is estimated by Developer to approximate \$\_\_\_\_\_. Notwithstanding the foregoing, if Developer does not commence construction of the MOB on or before \_\_\_\_\_, 2012, and/or substantially complete said MOB on or before \_\_\_\_\_, 2013 (with each such date subject to Force Majeure Events as defined in the Agreement), City, in its sole discretion, pursuant to its determination upon considering the best interests of the City, may declare this Amendment null and void upon written notice to Developer, such determination to apply prospectively only as to any Developer property or investment, any interest therein arising under this Amendment then being forfeited by Developer without recourse by Developer.~~

5. The MOB Parcel and all improvements and uses to be developed and operated upon the MOB Parcel shall at all times be and remain taxable and not tax-exempt, for the reasons set forth in the Agreement being for the purpose of creating public sector development, for the purposes of Tax Incremental District No. 4 in which the Original Parcel and the MOB Parcel are located, and to expand the tax base of and the employment opportunities within the City of Franklin, Wisconsin, in addition to affording the availability of the proposed health services facilities to the Community and persons within the Southeastern Milwaukee Metropolitan area.

6. No City Improvements are required as a provision or condition of this Amendment.

4.7 Section 16 of the Agreement is hereby amended and restated in its entirety as follows:

The medical office space ("MOBS") intended removal from the Original Parcel and the MOB development upon the MOB Parcel as set forth herein shall be considered by this Amendment to be contemplated in Section 16. Without further detail amendment to Section 16, as to the calculations set forth therein, in consideration of the terms and provisions of this Amendment and the intent of the parties as set forth above, respectively, delete: "\$27,815,515", and in place thereof, insert: "\$33,740,000".

In consideration of the mutual promises and covenants exchanged and made in the Agreement and this Amendment, and the applications previously made, heard, reviewed and granted, and all of the acts, investments and undertakings made by the City and Developer in relation thereto, all of the foregoing, as set forth herein and by reference, and in recognition of the purpose of the creation of Tax Incremental District No. 4, to provide for the stimulation of the expansion of tax base as a result of the City Improvements and the resulting benefits therefrom, and further recognizing the approvals by the City affording the development of asserted and potentially exempt from taxation property within such base area, including but not limited to the Developer Improvements under the Agreement and the MOB pursuant to this Amendment, the City and Developer agree as follows:

It is acknowledged by the City and Developer that any and all portions of the Property owned and used by Developer (and/or its related parties, successors and assigns) for the purposes of a hospital of 10 beds or more devoted primarily to the diagnosis, treatment or care of the sick, injured, or disabled are exempt from real and personal property taxes under Wisconsin Statutes section 70.11(4m). Notwithstanding the foregoing, in consideration of City ranking the City Improvements and certain City expectations regarding real and personal property portions of the Project being taxable, City and Developer agree that the minimum assessed value of the Property subject to property taxation in any given calendar year shall be not less than \$30,900,000 (the "Breakpoint Amount"). To the extent that the City of Franklin assessor determines that the assessed value of taxable real and personal property portions of the Property are less than the Breakpoint Amount in any given year, Developer shall pay to the City a Spread Payment (as defined below), in addition to the property taxes which are due on the Property for that year. For each such year, the "Spread Payment" will equal (a) the Breakpoint Amount multiplied by the average assessment ratio, (b) less the assessed value of the taxable real and personal property portions of the Property, (c) multiplied by the City's then-current mill rate. For example, if in a given year, the average assessment ratio is 99%, the taxable assessed value of the Property is

~~\$27,000,000 and the then current mill rate is 2.1392854%, then the Spread Payment shall equal \$10,400,000 times 0.96, less \$27,000,000 (or \$2,700,000) times 2.1392854% (or \$57,617). Spread Payments shall be due and payable to City at the same time as payments of property taxes are due and may be paid on an installment basis in the same manner and proportion as property taxes. Spread Payments shall be deemed delinquent if not timely paid as set forth herein.~~

~~To the extent that the City of Franklin assessor determines that the assessed value of taxable real and personal portions of the Property exceed the Breakpoint Amount (whether due to construction of additional improvements or failure of portions of the Property to continue to qualify for property tax exemption), Developer shall pay the City property taxes on the Breakpoint Amount plus that amount by which the taxable assessed value of the Property exceeds the Breakpoint Amount.~~

~~Developer may challenge the assessment of any part of the Property, and Developer may claim exemption for any part of the Property, provided the Breakpoint Amount is maintained.~~

~~The Agreement, as amended, is binding upon Developer, related parties and their respective successors and assigns acquiring an ownership interest in the Property. Developer's obligations under this section upon any default shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to Wisconsin Statutes section 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wisconsin Statutes section 66.0627; and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law."~~

5.8. The City and Developer acknowledge that Developer provides significant additional benefits to the Franklin community at no cost or at significantly subsidized costs. In the past, benefits provided by Developer to the Franklin community have included: (a) the Bike Rodeo/Franklin Bike Safety Fair, (b) Franklin Family Health Night, (c) school group tours, (d) various sponsorships including National Night Out, Franklin Days, Library community education series and South Suburban Chamber events, (e) free community-wide educational events promoting health and wellness, including seminars and community talks, (f) medicine support services to Franklin school and community athletic activities and events, and (g) wellness and caregiver support and charitable events, such as cancer and other support group meetings. As further consideration of the mutual promises and covenants exchanged and made herein, Developer commits to continue to provide benefits to the City and its residents during the term of the Agreement, but provided that Developer reserves the right to change and modify benefits, support services, health and wellness events and other opportunities provided from time to time and its sole discretion.

9. This Agreement is a condition of and shall only become effective and binding upon the approval by the City Common Council of the special use application submitted by Developer. A condition of approval of the special use application may include a condition for the approval of a further development agreement or amendment to the Agreement providing for the installation of traffic signalization by Developer at its cost as a Developer Public Improvement.

6-10 Unless otherwise provided herein, capitalized words and terms in this Amendment shall have the same meaning ascribed to such words and terms as in the Agreement.

2.11 Except as amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect and are not modified. In the event of any inconsistency between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, City has caused these presents to be duly executed by Thomas M. Taylor as Mayor, Sandra L. Wesolowski as City Clerk, and Calvin A. Patterson as Director of Finance and Treasurer, and its corporate seal to be hereunto affixed as of the day and year first above written and Developer has caused these presents to be duly executed by John D. Oliverio, President and Chief Executive Officer of Wheaton.

DEVELOPER:

WHEATON:  
WHEATON FRANCISCAN HEALTHCARE-SOUTHEAST WISCONSIN, INC.  
F/K/A COVENANT HEALTHCARE SYSTEM, INC.

By: \_\_\_\_\_  
John D. Oliverio, President and CEO

FRANKLIN:  
WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC.  
BY: WHEATON FRANCISCAN HEALTHCARE-SOUTHEAST WISCONSIN, INC.  
F/K/A COVENANT HEALTHCARE SYSTEM, INC., ITS MEMBER

By: \_\_\_\_\_  
John D. Oliverio, President and CEO

CITY:  
CITY OF FRANKLIN

By: \_\_\_\_\_  
Thomas M. Taylor, Mayor

COUNTERSIGNED:

By: \_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

By: \_\_\_\_\_  
Calvin A. Patterson, Director of Finance and Treasurer

ACKNOWLEDGMENTS

STATE OF WISCONSIN            )  
  ) SS.  
COUNTY OF MILWAUKEE        )

Personally came before me this \_\_\_\_\_ day of July, 2012, the above-named John D. Oliverio, President and Chief Executive Officer of Wheaton Franciscan Healthcare-Southeast Wisconsin, Inc., f/k/a Covenant Healthcare System, Inc., and the person who executed the foregoing instrument in such capacities and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_  
My Commission: \_\_\_\_\_

STATE OF WISCONSIN            )  
  ) SS.  
COUNTY OF MILWAUKEE        )

Personally came before me this \_\_\_\_\_ day of July, 2012, the above-named Thomas M. Taylor as Mayor, Sandra L. Wesolowski as City Clerk, and Calvin A. Patterson as Director of Finance and Treasurer of the City of Franklin, and the persons who executed the foregoing instrument in such capacity and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_  
My Commission: \_\_\_\_\_

FORM APPROVED:

---

Jesse A. Wesolowski, City Attorney

EXHIBIT V

LEGAL DESCRIPTION OF MOB PARCEL

Lot 1 of Certified Survey Map No. 8316, being a redivision of Lot 2 of Certified Survey Map No. 7630 and being a part of the Northeast Quarter of the Southeast Quarter of Section 25, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Address: 9969 South 27th Street, Franklin, Wisconsin

Tax Key No. 928-9996-007

WHEATON FRANCISCAN HEALTH CARE CENTER  
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
CITY OF FRANKLIN, WISCONSIN  
AUGUST, 2012

This First Amendment to Development Agreement (the "Amendment") is made and entered into as of the \_\_\_\_\_ day of August, 2012, by and among Wheaton Franciscan Healthcare-Franklin, Inc. ("Franklin"), Franklin's sponsor entity: Wheaton Franciscan Healthcare-Southeast Wisconsin, Inc. ("Wheaton") (Franklin and Wheaton are collectively referred to as "Developer"), and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin ("City").

WITNESSETH:

WHEREAS, Developer and City entered into a Development Agreement made as of July 6th, 2006 (the "Agreement") accommodating the development and operation of the *Wheaton Franciscan Health Care Center* at 10101 South 27th Street, Franklin, Wisconsin, on certain lands described on Exhibit A attached to the Agreement (the "Original Parcel"); and

WHEREAS, Developer (and/or related parties) have now developed and operate on the Original Parcel approximately 514,9400 square feet of medical office space, an approximately 194,700 square foot hospital/outpatient center, the 50,100 square foot Midwest Orthopedic Specialty Hospital, and approximately 13,000 square feet of administrative office space; and

WHEREAS, Developer recently purchased approximately 28 acres of vacant land described on Exhibit V attached hereto (the "MOB Parcel") to ~~facilitate~~ provide for Developer's planned potential future development of, ~~initially, one-four~~ medical office building and, ~~potentially, up to four medical office buildings and/or other health care related improvements~~ (the "MOB Parcel"), which MOB Parcel abuts the Original Parcel and Wheaton Way (a public street) along their respective northerly boundaries, and Developer proposes to relocate the existing 514,9400 square feet of medical office space from the Original Parcel to a new three-story approximately 64,800 square foot, standalone medical office building (the "MOB") to be constructed on the MOB Parcel and to replace the 514,9400 square feet of medical office space on the Original Parcel with expanded interventional diagnostics, surgery, intensive care unit, inpatient care and related health services; and

WHEREAS, the land acquisition, planned expanded services and MOB Parcel development are part of Developer's intent to make the *Wheaton Franciscan Health Care Center* in Franklin the flagship of and among Wheaton Franciscan's existing and planned health care services facilities; and

WHEREAS, on or about June 13, 2012, Developer filed applications with the City for approval of a site plan and special use permit for a building larger than 40,000 square feet to facilitate the proposed development of the MOB on the MOB Parcel and the City desires to facilitate the development and operation of the MOB on the MOB Parcel, and

WHEREAS, Developer and City acknowledge that that the 514,9400 square feet within the Original Parcel that was being used as medical office space (which medical office space is being relocated from the Original Parcel to the MOB Parcel) and that is being converted to interventional diagnostics, surgery, intensive care unit, inpatient care and related health services may become exempt from property taxation.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1) and other good and valuable consideration to each in hand paid by the other, and in consideration of the mutual covenants and promises herein contained and exchanged, receipt of all of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. The definition of the "Project" in the fourth "Whereas" clause of the Agreement shall be deemed to include, not just the Developer Private Improvements, but also the MOB and any other private improvements to be constructed by Developer on the Original Parcel or the MOB Parcel during the term of the Agreement.
2. Under Section 1. of the Agreement, the legal description of the "Property" shall be amended and restated to include, not just the legal description of the Original Parcel as set forth on Exhibit A to the Agreement, but also the legal description of the MOB Parcel as set forth on Exhibit V attached to this Amendment.
3. The parties acknowledge that all City Improvements and Developer Improvements previously defined in the Agreement are complete and that the City has inspected, approved and accepted dedication of all Developer Public Improvements, consistent with the terms of the Agreement.
4. The MOB to be constructed on the MOB Parcel shall be a Developer Private Improvements as defined in the Agreement and shall be subject to the terms relating to fire, damage or other casualty set forth in the second through fifth sentences of Subsection 15 b of the Agreement. The MOB is intended by Developer for medical office space for physicians and as such, this type of use is generally recognized as being taxable. The MOB shall consist of the aforesaid approximately 64,800 square feet. The MOB is projected to have a construction cost, inclusive of construction and site work design fees, construction administration and owner contingency of \$11,900,000. Developer paid \$2,000,000 for the MOB Parcel. Taxable personal property to be installed in the MOB is estimated by Developer to approximate \$ . The MOB intended to be removed from the Original Parcel was assessed at \$10,439,300 for property tax purposes in 2012. Notwithstanding the foregoing, if Developer does not commence construction of the MOB on or before December 31, 2012, and/or substantially complete said MOB on or before December 31, 2013 (with each such date subject to Force Majeure Events [as defined in the Agreement]), City, in its sole discretion pursuant to its determination upon considering the best interests of the City, may declare this Amendment null and void upon written notice to Developer, such determination to apply prospectively only as to any Developer property or investment, any interest therein arising under this Amendment then being forfeited by Developer without recourse by Developer.

5. ~~The replacement of the MOS on the Original Parcel and all improvements and uses set forth developed and operated upon the MOB Parcel shall at all times be and remain taxable and not tax exempt, for the reasons set forth in the Agreement being for the purpose of assisting private sector development for the purposes of the creation of Tax Incremental District No. 4, in which the Original Parcel and the MOB Parcel are located, and to provide for the stimulation of the expansion of the tax base and the resulting benefits therefrom, including the employment opportunities within the City of Franklin, Wisconsin, and in addition to affording the availability of the proposed health service facilities to the Community and persons within the City and the Southeastern Milwaukee Metropolitan area, the current intent of the parties is that the Original Parcel shall generally be tax exempt, and the MOB Parcel shall generally be taxable. Any future development on the Original Parcel or the MOB Parcel shall, however, be subject to specific plans and applications prepared by the Developer and submitted to and approved by the City, as well as to applicable provisions of Wisconsin law.~~

6. No additional City Improvements are required as a provision or condition of this Amendment.

7. Section 16 of the Agreement is hereby amended as follows:  
The replacement of medical office space ("MOS") intended removal from on the Original Parcel with hospital uses, including but not limited to, expanded interventional diagnostics, surgery, intensive care unit, inpatient care and related health services and the MOB development upon the MOB Parcel as set forth herein shall be incorporated, pursuant to considered by this Amendment, into be contemplated in Section 16 of the Agreement, and the improvements formerly defined as the MOS in the Agreement are hereafter generally recognized as tax exempt. Without further detail amendment to Section 16 as to the calculations set forth therein, in consideration of the terms and provisions of this Amendment and the intent of the parties as set forth above, respectively, the "Breakpoint Amount defined as delete: "\$27,815,515" in Section 16 of the Agreement is hereby amended and restated to be: and in place thereof, insert: "\$33,740,000".

4. - - - The City and Developer acknowledge that Developer provides significant additional benefits to the Franklin community at no cost or at significantly subsidized costs. In the past, benefits provided by Developer to the Franklin community have included: (a) the Bike Rodeo/Franklin Bike Safety Fair, (b) Franklin Family Health Night, (c) school group tours, (d) various sponsorships including National Night Out, Franklin Days, Library community education series and South Suburban Chamber events, (e) free community-wide educational events promoting health and wellness, including seminars and community talks, (f) medicine support services to Franklin school and community athletic activities and events, and (g) wellness and caregiver support and charitable events, such as cancer and other support group meetings. As further consideration of the mutual promises and covenants exchanged and made herein, Developer commits to continue to provide benefits to the City and its residents during the term of the Agreement, but provided that Developer reserves the right to change and modify benefits, support services, health and wellness events and other opportunities provided from time to time and its sole discretion.

8. This Agreement is a condition of and shall only become effective and binding upon the approval by the City Common Council of the special use application submitted by Developer. A condition of approval of the special use application may, upon adoption by the City Common Council, include that Developer submit a traffic impact analysis to the City's Engineering Department for review and approval and, if such analysis recommends and the City Engineering Department requires, a condition for the approval of a further development agreement or amendment to the Agreement providing for the installation of a traffic signalization at the intersection of South 27th Street and Wheaton Way, by Developer at its cost as an additional Developer Public Improvement.

9. Unless otherwise provided herein, capitalized words and terms in this Amendment shall have the same meaning ascribed to such words and terms as in the Agreement.

10. Except as amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect and are not modified. In the event of any inconsistency between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, City has caused these presents to be duly executed by Thomas M. Taylor as Mayor, Sandra L. Wesolowski as City Clerk, and Calvin A. Patterson as Director of Finance and Treasurer, and its corporate seal to be hereunto affixed as of the day and year first above written and Developer has caused these presents to be duly executed by John D. Oliverio, President and Chief Executive Officer of Wheaton.

DEVELOPER:

WHEATON:

WHEATON FRANCISCAN HEALTHCARE-SOUTHEAST WISCONSIN, INC.  
F/K/A COVENANT HEALTHCARE SYSTEM, INC.

By: \_\_\_\_\_  
John D. Oliverio, President and CEO

FRANKLIN:

WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC.  
BY: WHEATON FRANCISCAN HEALTHCARE-SOUTHEAST WISCONSIN, INC.  
F/K/A COVENANT HEALTHCARE SYSTEM, INC., ITS MEMBER

By: \_\_\_\_\_  
John D. Oliverio, President and CEO

CITY:  
CITY OF FRANKLIN

By: \_\_\_\_\_  
Thomas M. Taylor, Mayor

COUNTERSIGNED:

By: \_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

By: \_\_\_\_\_  
Calvin A. Patterson, Director of Finance and Treasurer

ACKNOWLEDGMENTS

STATE OF WISCONSIN            )  
  ) SS.  
COUNTY OF MILWAUKEE        )

Personally came before me this \_\_\_\_\_ day of July, 2012, the above-named John D. Oliverio, President and Chief Executive Officer of Wheaton Franciscan Healthcare-Southeast Wisconsin, Inc, f/k/a Covenant Healthcare System, Inc., and the person who executed the foregoing instrument in such capacities and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_  
My Commission: \_\_\_\_\_

STATE OF WISCONSIN            )  
  ) SS.  
COUNTY OF MILWAUKEE        )

Personally came before me this \_\_\_\_\_ day of July, 2012, the above-named Thomas M. Taylor as Mayor, Sandra L. Wesolowski as City Clerk, and Calvin A. Patterson as Director of

Finance and Treasurer of the City of Franklin, and the persons who executed the foregoing instrument in such capacity and acknowledged the same.

Name: \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission: \_\_\_\_\_

FORM APPROVED:

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

#### EXHIBIT V

#### LEGAL DESCRIPTION OF MOB PARCEL

Lot 1 of Certified Survey Map No. 8316, being a redivision of Lot 2 of Certified Survey Map No. 7630 and being a part of the Northeast Quarter of the Southeast Quarter of Section 25, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Address: 9969 South 27th Street, Franklin, Wisconsin

Tax Key No. 928-9996-007

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2006- 6075

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO  
EXECUTE A DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF THE  
WHEATON FRANCISCAN HEALTHCARE CENTER  
(WHEATON FRANCISCAN SERVICES, INC.)

WHEREAS, the Common Council of the City of Franklin having granted certain approvals upon the applications of Wheaton Franciscan Services, Inc., for the development of the Wheaton Franciscan Healthcare Center project at approximately 10101 South 27th Street, including, but not limited to Special Use approvals and the approval of a Certified Survey Map, such approvals also requiring the execution of a development agreement between the City and the applicant as a condition thereof; and

WHEREAS, the City of Franklin and Wheaton Franciscan Services, Inc. having negotiated the terms of such development agreement and such terms having been heard by the City of Franklin Plan Commission during its applications review process, which included a public hearing upon the applicant's request for Special Use permissions, all such applications before the Plan Commission having been unanimously recommended for approval by the Common Council at the regular Plan Commission meeting on April 6, 2006; and the terms of the proposed development agreement also having been reviewed by the Community Development Authority of the City of Franklin, Wisconsin, the Authority having unanimously recommended approval at its meeting on April 12, 2006; and

WHEREAS, the Common Council having reviewed the *Wheaton Franciscan Healthcare Center Development Agreement City of Franklin, Wisconsin April 2006*, and having found same to be reasonable and in furtherance of the promotion and protection of the health, safety and welfare of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Franklin, Wisconsin, that the *Wheaton Franciscan Healthcare Center Development Agreement City of Franklin, Wisconsin April 2006*, in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and the City Clerk be and the same are hereby authorized to execute and deliver such agreement.

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

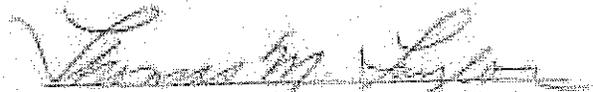
A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT  
WHEATON FRANCISCAN HEALTHCARE CENTER  
RESOLUTION NO. 2006- 6075

Page 2

Introduced at a regular meeting of the Common Council of the City of Franklin this  
18th day of April, 2006.

Passed and adopted at a regular meeting of the Common Council of the City of  
Franklin this 18th day of April, 2006.

APPROVED:

  
Thomas M. Taylor, Mayor

ATTEST:

  
Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

WHEATON FRANCISCAN HEALTH CARE CENTER  
DEVELOPMENT AGREEMENT  
CITY OF FRANKLIN, WISCONSIN  
JULY 2006

This Development Agreement ("Agreement") is made and entered into as of the 6<sup>th</sup> day of July, 2006, by and among Wheaton Franciscan Healthcare-Franklin, Inc. ("Franklin"); Franklin's sponsor entity, Wheaton Franciscan Healthcare-Southeast Wisconsin, Inc. f/k/a Covenant Healthcare System, Inc. ("Wheaton"); and/or subsidiaries or affiliates of either Wheaton or Franklin (all of the foregoing, collectively "Developer"), and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin ("City").

WITNESSETH:

WHEREAS, Developer desires to improve and develop certain lands located in the City of Franklin as described on attached Exhibit A ("Property"), and to have City install certain improvements on lands adjoining the Property to serve or provide special benefit to the Property in conjunction therewith, in order to create and establish the *Wheaton Franciscan Health Care Center* upon the Property, and for that purpose, City and Developer desire to cause the installation of certain public and private improvements, hereinafter described in this Agreement and the Exhibits hereto as the "City Improvements" and "Developer Improvements" and sometimes, collectively "Improvements"; and

WHEREAS, on July 30, 2004, following initial contact meetings between Developer and City, Developer filed a rezoning application submittal pertaining to the development of the Property, prior to an August 1, 2004 effective date of a zoning moratorium established by City for the study of a South 27th Street Corridor Plan, as previously enacted by the City Common Council, by its adoption on July 13, 2004, of Ordinance No. 2004-1802, AN ORDINANCE TO ESTABLISH A MORATORIUM UPON DEVELOPMENT IN THE FRANKLIN BUSINESS CENTER REDEVELOPMENT DISTRICT (BOUNDED BY SOUTH 27TH STREET ON THE EAST, WEST RAWSON AVENUE ON THE NORTH, WEST COUNTY LINE ROAD ON THE SOUTH AND SOUTH 31ST STREET, EXTENDED, ON THE WEST), which would otherwise have forestalled the processing of such application if filed after such date until the expiration of such moratorium; on January 18, 2005, upon in part such application previously made by Developer, the City Common Council adopted Ordinance No. 2005-1831, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE CERTAIN PARCELS OF LAND FROM R-2 ESTATE SINGLE-FAMILY RESIDENCE DISTRICT TO BP BUSINESS PARK DISTRICT (APPROXIMATELY 10233 SOUTH 27TH STREET) (COVENANT HEALTHCARE SYSTEM, INC.), and Ordinance No. 2005-1832, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 TO LIST AND THEREFORE ALLOW CERTAIN STANDARD INDUSTRIAL CLASSIFICATION CODE HEALTH SERVICES USES AS PERMITTED USES IN THE BP BUSINESS PARK DISTRICT, both Ordinances requested by Developer

to further the development of its Proposed Outpatient Center and Medical Office Building project initially intended to be known as the St. Francis Outpatient Center, and affecting the Property intended to be developed by Developer and the Property also being within that area then currently being studied as part of the *South 27th Street Corridor Plan, a Joint Project, City of Franklin, City of Oak Creek*, such application for rezoning also having described the initial phase of the proposed development to include a state-of-the-art health care center of approximately 123,000 square feet, offering outpatient surgeries, imaging, urgent care, women's breast services, pain management and retail services, and an attached approximately 110,000 square foot multistory medical office building, including a fitness center, conference center, physician office space and other uses; and

WHEREAS, on January 20, 2005, the City Plan Commission adopted a Comprehensive Master Plan Amendment for the 27th Street Corridor Plan as an Element of the City Comprehensive Master Plan and certified the same to the Common Council; on February 1, 2005, the City Common Council received the certification of such Comprehensive Master Plan Element by way of Resolution No. 2005-5822, A RESOLUTION ADOPTING THE COMPREHENSIVE MASTER PLAN AMENDMENT FOR THE SOUTH 27TH STREET CORRIDOR PLAN AS AN ELEMENT OF THE CITY COMPREHENSIVE MASTER PLAN; and

WHEREAS, on June 7, 2005, upon its own application and in furtherance of the South 27th Street Corridor Plan, the City Common Council adopted Ordinance No. 2005-1842, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TO AMEND THE B-4 SOUTH 27TH STREET BUSINESS DISTRICT TO B-4 SOUTH 27TH STREET MIXED-USE COMMERCIAL DISTRICT, TO CREATE THE OL-1 OFFICE OVERLAY DISTRICT, THE B-7 SOUTH 27TH STREET MIXED-USE OFFICE DISTRICT, THE RC-1 CONSERVATION RESIDENCE DISTRICT AND SOUTH 27TH STREET DESIGN OVERLAY DISTRICT, and adopted Ordinance No. 2005-1843, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE CERTAIN PARCELS OF LAND FROM R-6 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT TO I-1 INSTITUTIONAL DISTRICT, AND FROM B-2 GENERAL BUSINESS DISTRICT, B-3 COMMUNITY BUSINESS DISTRICT, B-4 SOUTH 27TH STREET BUSINESS DISTRICT, B-5 HIGHWAY BUSINESS DISTRICT, BP BUSINESS PARK DISTRICT, PDD PLANNED DEVELOPMENT DISTRICT, R-6 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT AND M-1 LIMITED INDUSTRIAL DISTRICT TO NEW AS AMENDED B-4 SOUTH 27TH STREET MIXED-USE COMMERCIAL DISTRICT, NEW B-7 SOUTH 27TH STREET MIXED-USE OFFICE DISTRICT, NEW RC-1 CONSERVATION RESIDENCE DISTRICT AND NEW OL-1 OFFICE OVERLAY DISTRICT, the latter in part rezoning the Property to a B-7 classification, under which classification, certain special uses are required to permit Developer's improvement of the Property, as the proposed project has now evolved, as a diversified, multiuse health care campus, including a licensed hospital with an initial building consisting of approximately 302,000 square feet, with medical office space ("MOS") of approximately 61,500 square feet; hospital/outpatient center ("H/OC") consisting of approximately 212,500 square feet; and shelled-in space intended for future inpatient hospital

beds ("SIS") consisting of approximately 28,000 square feet, as proposed and described by Developer (to be known as the Wheaton Franciscan Health Care Center and hereinafter referred to as the "Project"); and

WHEREAS, on July 12, 2005, upon its own application and in furtherance of the South 27th Street Corridor Plan, the Common Council adopted Resolution No. 2005-5906, A RESOLUTION CREATING, DESCRIBING AND MAKING CERTAIN FINDINGS AND APPROVING PROJECT PLANS FOR TAX INCREMENTAL DISTRICT NO. 3, CITY OF FRANKLIN, WISCONSIN, and adopted Resolution No. 2005-5907, A RESOLUTION CREATING, DESCRIBING AND MAKING CERTAIN FINDINGS AND APPROVING PROJECT PLAN FOR TAX INCREMENTAL DISTRICT NO. 4, CITY OF FRANKLIN, WISCONSIN, within which TID No. 4 Developer's Project is proposed to be located; on or about July 13, 2005, both such Tax Incremental Districts were approved by the Joint Review Board, pursuant to §66.1105(4m), Wis. Stats.; and

WHEREAS, on or about February 27, 2006, Developer filed applications with the City for the approval of a site plan, for the approval of a certified survey map, and for the approval of two special use permits, the prior two applications being required and remaining as such upon the adoption of Ordinance No. 2005-1831 on January 18, 2005, and the special use approvals for hospital use and a building larger than 40,000 square feet as requested by Developer being a requirement for such uses resulting from the adoption of Ordinance No. 2005-1842; and

WHEREAS, this Agreement is being entered into in part to secure the purposes, standards and requirements of such zoning and land use approvals, and additionally as otherwise set forth herein; and

WHEREAS, Sections 236.13(2)(a), 236.13(2)(b) and 236.13(2)(c), Wis. Stats.; and Section 15-3.0701 of the Unified Development Ordinance of the City Municipal Code, General Standards for Special Uses, including, but not limited to §15-3.0701A.4., providing in part that a developer shall provide for adequate public facilities to serve a development; Division 15-7.0100 of the Unified Development Ordinance, including, but not limited to §15-7.0103CC., providing in part for the review by the City of a written project summary to be submitted by a developer, including the fiscal impact of the proposed development upon the City, operational information, building schedule, and estimate of project value and including all site improvement costs; and Division 15-9.0300 of the Unified Development Ordinance, including, but not limited to §15-9.0309F., providing in part that prior to installation of any required improvements and prior to approval of a certified survey map, a subdivider shall enter into a written contract with the City requiring the subdivider to furnish and construct said improvements at subdivider's sole cost and in accordance with plans and specifications and usual contract conditions, which shall include provision for inspection of construction by the City; provide that as a condition of approving the Project, the governing body of a municipality may require that Developer make and install, or have made and have installed, certain public improvements reasonably necessary, that designated facilities be provided as a condition of approving the Project, that necessary alterations to existing public

utilities be made; and that Developer provide a Letter of Credit approved by the City Attorney guaranteeing that Developer will make and install, or have made and installed, those improvements within a reasonable time; and

WHEREAS, upon and from initial contact meetings between Developer and City, and through its undertakings of Ordinance No. 2004-1802, Ordinance No. 2005-1831, Ordinance No. 2004-1832, Resolution No. 2005-5822, Ordinance No. 2005-1842, Ordinance No. 2005-1843, Resolution No. 2005-5906, Resolution 2005-5907, and substantial other legislative and administrative actions, plans and investments, in the public interest, the City understood in conclusory manner upon information from Developer that portions of the proposed Project would be exempt from taxation pursuant to law and other portions of the proposed Project were to be subject to taxation, accordingly, such understanding being an underpinning of this Agreement and the contemplated site plan, certified survey map and special use resolutions to be applied for as set forth herein in consideration of this Agreement; and

WHEREAS, the public works schedule and budget of the City does not now include the City Improvements or those portions of Developer Improvements which are intended to be public improvements for the Development ("Developer Public Improvements") and normally there would be a considerable delay in the installation of such Improvements unless this Agreement is entered into by the parties; and

WHEREAS, the City believes that the orderly planned development of the Project will best promote the health, safety and general welfare of the Community, and hence is willing to approve the Project provided Developer proceed with the installation of Developer Improvements in the Project, and that the City provide the City Improvements, all subject to and upon the terms and conditions set forth in this Agreement and the Exhibits attached hereto.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1) and other good and valuable consideration to each in hand paid by the other, and in consideration of the mutual covenants and promises herein contained and exchanged, receipt of all of which is hereby acknowledged, the parties agree:

1. The legal description of the Property is set forth on Exhibit A.
2. The Improvements shall be substantially as described in Section 15, except as may be additionally or otherwise noted in Exhibits C and D.
3. Developer by its proposal and this Agreement shall cause City to prepare plans and specifications for the City Improvements, and Developer shall prepare plans and specifications for the on-site substantially private Improvements, those being Developer Improvements which are private improvements ("Developer Private Improvements"), and also in lesser part, certain on-site public improvements, those being the Developer Public Improvements. The plans and specifications for the Developer Public Improvements shall be prepared under the direction and subject to the approval of the City Engineer and the City Building Inspector. After receiving the City's approval thereof, Developer shall take bids,

and award contracts ("Developer Improvements Contracts") for and install all Developer Improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin; provided, however, Developer shall not be required to comply with statutory public works bidding and contract award procedures required of municipalities. The City shall take bids, and award contracts ("City Improvements Contracts") for and install all City Improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. Developer Public Improvements and the City Improvements shall be based on the construction specifications stated in attached Exhibit E.

4. The full cost of Developer Public Improvements and the City Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by Developer and City, respectively, periodically as incrementally completed as provided in the Improvements Contracts. The total estimated cost of the City Improvements is Three Million and Five Hundred and Thirty-Six Thousand and Two Hundred and Ninety-One and 12/100 Dollars (\$3,536,291.12) as itemized in Section 15a below and the attached Exhibit C. The total estimated cost of Developer Public Improvements is One Million and Five Hundred and Forty-Two Thousand and Ninety-Seven and 00/100 Dollars (\$1,542,097.00) as itemized in Section 15c below and the attached Exhibit C. Developer shall pay review fees to the City upon such Developer Public Improvements as is set forth in Exhibit B, Section X. The total estimated cost of Developer Private Improvements is Fifty-Eight Million and Seven Hundred and One Thousand and Two Hundred and Ninety and 00/100 Dollars (\$58,701,290.00) as itemized in Section 15b below. The parties recognize that in the ordinary course of events and governmental business, the City does not incur obligations or undertake infrastructure improvements for the purpose of assisting private sector development, the obligations and improvements being undertaken by the City pursuant to this Agreement being for the purposes of TID No. 4 and to expand the tax base of and the employment opportunities within the City of Franklin, Wisconsin, in addition to affording the availability of the proposed health service facilities to the Community and persons within the Southeastern Milwaukee Metropolitan area.

5. To assure compliance with all of Developer's obligations for Developer Public Improvements under this Agreement, Developer shall file with the City a Letter of Credit ("Letter of Credit") in the initial amount of \$1,542,097.00, representing the estimated costs for Developer Public Improvements as shown in Exhibit C. The amount of the Letter of Credit shall be reduced periodically in amounts commensurate with values of individual portions of completed Developer Public Improvements as paid for by Developer, and approved by the City so that following each such reduction, the Letter of Credit equals the total amount remaining for Improvements Costs pertaining to Developer Public Improvements for which Developer has not paid as set forth in the Improvements Contracts for such Developer Improvements or which remain unapproved by the City. The Letter of Credit shall be issued by a bank or other financial institution ("Surety Issuer") reasonably satisfactory to the City ("Beneficiary") in a form satisfactory to the City Attorney. Failure to

file the Letter of Credit within ten (10) days after written demand by the City to Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City of and payment by Developer for all the completed Developer Public Improvements, the Letter of Credit shall be surrendered by the City to Developer, and thereafter Developer shall have no further obligation to provide the Letter of Credit to the City under this Section 5, except as set forth under Section 13 below. Subject to the exception for bona fide disputes as prescribed below, if Developer fails to make any required payment for Developer Public Improvements or services enumerated herein within thirty (30) days of billing or as otherwise required by contract, the Surety Issuer shall make the said payments to the Contractor within five (5) days after receiving a written demand from the City to make such payment. City's demand for payment shall be sent by registered mail, return receipt requested, addressed to the Surety Issuer at the address indicated on the Letter of Credit, with a copy to Developer. Notwithstanding anything in the foregoing to the contrary, Developer shall have the right, in the case of a bona fide dispute as to workmanship or completion of any Developer Public Improvements to withhold payment, pending resolution of such dispute in the manner prescribed under the applicable contract. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of Developer Public Improvements are completed and certified by the City Engineer. In addition, the City Engineer may demand that the Letter of Credit be extended from time to time to remain in force until all Developer Public Improvements have been installed and accepted. Demand for said extension shall be sent by registered mail, return receipt requested, with a copy to Developer. If said Letter of Credit is not extended for a minimum of a one (1) year period prior to expiration date of the Letter of Credit, upon demand by City, the Surety Issuer shall make payment of the remaining balance of the Letter of Credit to the City to be placed as an escrow deposit. Any funds remaining in such escrow deposit after all of Developer's obligations hereunder have been fully paid for, satisfied and completed, shall be returned to Developer upon the City's receipt of the written consent of the Surety Issuer.

6. The following special provisions shall apply:

a. Those special provisions itemized on attached Exhibit B and attached Exhibit D are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.

b. The laterals mentioned in Section 15 are to be installed before street surfacing mentioned in Section 15 is commenced.

c. Gas company is to install all necessary mains before the street surfacing mentioned in Section 15 is commenced. Also, any other underground work by any other utilities, which may affect the street surfacing activities, is also to be completed before said street surfacing is commenced.

d. Easements will be dedicated for the use of the electric company, telephone company and cable company providing such utility services to the Project. All utilities shall be underground except for any existing utility poles/lines.

e. The curb face to curb face width of the roads in the Project shall be as determined by the City Engineer.

f. Fee title to all Developer Public Improvements and binding easements upon lands on which they are located, shall be dedicated and given by Developer to the City, in form and content as required by the City, without recourse, and free and clear of all liens and encumbrances, with final inspection and approval of such improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. Such improvements shall thereafter be under the jurisdiction of the City and the City shall maintain, at the City's expense, all of such improvements after completion and acceptance thereof by the City, excepting such repair or replacement thereof as may be subject to special assessments as reasonably determined by the City Common Council. Necessary permits shall be obtained for all work described in this Agreement.

7. Developer agrees that it shall be fully responsible for all Developer Public Improvements and appurtenances thereto during construction and continuing until the Developer Public Improvements are accepted by the City ("Developer Construction Period"). Damages to Developer Public Improvements during Developer Construction Period shall be replaced or repaired by Developer. Developer's obligations under this Section 7 as to any Developer Public Improvement terminate upon acceptance of that Developer Public Improvement by the City.

8. Developer, as to the Developer Improvements, and City, as to the City Improvements, respectively, shall take all reasonable precautions to protect persons and property of others on or adjacent to the Project from injury or damage during construction. This duty to protect shall include the duty to provide, place and maintain at and about the Project, lights and barricades during construction, as appropriate.

9. The parties shall indemnify each other as follows:

a. Except as caused, in whole or in part, by negligence or wrongful act or omission of City or its contractors, subcontractors or materialmen, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Developer or its contractors, subcontractors or materialmen in their performance of this Agreement or from Developer's failure to comply with any of the provisions of this Agreement or of law, Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to Developer promptly, in writing, notice of the alleged loss, damage or injury.

b. Except as caused, in whole or in part, by negligence or wrongful act or omission of Developer or its contractors, subcontractors or materialmen, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of the City or its contractors, subcontractors or materialmen in their performance of this Agreement or from City's failure to comply with any of the provisions of this Agreement or of law, the City shall indemnify and hold Developer harmless from any and all claims and judgments for damages, and from costs and expenses to which Developer may be subjected or which it may suffer or incur by reason thereof, provided; however, that Developer shall provide to the City promptly, in writing, notice of the alleged loss, damage or injury.

10. Except as otherwise provided in Section 12 below, Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

a. The negligent or willfully wrongful performance of this Agreement by Developer or any subcontractor retained by Developer;

b. The negligent or willfully wrongful construction of Developer Improvements by Developer or by any of said subcontractors;

c. The negligent or willfully wrongful operation of Developer Improvements by Developer during Developer Construction Period;

d. The violation by Developer or by any of said subcontractors of any law, rule, regulation, order or ordinance; or

e. The infringement by Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.

11. Except as otherwise provided in Section 12 below, the City shall indemnify and save harmless Developer, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

a. The negligent or willfully wrongful performance of this Agreement by the City or any subcontractor retained by the City;

b. The negligent or willfully wrongful construction of the City Improvements by the City or by any of said subcontractors;

c. The negligent or willfully wrongful operation of the City Improvements by the City during the City Construction Period;

d. The violation by the City or by any of said subcontractors of any law, rule, regulation, order or ordinance; or

e. The infringement by the City or by any of said subcontractors of any patent, trademark, trade name or copyright.

12. Anything in this Agreement to the contrary notwithstanding, Developer and the City, respectively, shall not be obligated to indemnify the other or the other's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.

13. Developer hereby guarantees that the Developer Public Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of such improvements by the City. To secure Developer's obligations under said guaranty upon acceptance of such improvements by the City, as a condition of such acceptance and an obligation of this Agreement, Developer will provide to the City a Letter of Credit equal to ten percent (10%) of the total cost of Developer Public Improvements, which Letter of Credit shall expire one (1) year after such Developer Public Improvements have been accepted by the City. Alternatively, Developer may cause the existing base Letter of Credit required in Section 5 to be continued in such reduced amount for the one (1) year period after the Developer Public Improvements are accepted by the City.

14. Developer shall obtain and maintain insurance coverage as follows:

a. Developer shall not commence work on Developer Improvements until Developer has obtained, or required Developer's construction manager and/or major subcontractors to obtain, all insurance coverages required under this Section 14 and has filed certificates thereof with the City:

i. **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE** - Coverage shall protect Developer and all subcontractors retained by Developer during Developer Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by Developer or by any subcontractor retained by Developer or by anyone directly or indirectly employed by either Developer or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Section 14ai and Section 14aii. The amounts of such insurance coverage shall be as follows:

Bodily Injury	\$1,000,000 per Person
	\$1,000,000 per occurrence
	\$1,000,000 Aggregate

Property Damage	\$500,000 per occurrence
	\$500,000 Aggregate

ii. **COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE** - Insurance coverage for the operation of owned, hired and nonowned motor vehicles shall be in the following amounts:

Bodily Injury	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage	\$500,000 per occurrence

b. Developer shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. Developer shall not be released or discharged of its obligations as to Developer Public Improvements under this Agreement until the City has completed its final inspection of all Developer Public Improvements and the City has issued its written approval of all of Developer Public Improvements, which approval shall not be unreasonably withheld or delayed, and Developer has paid all of Developer Public Improvements costs, at which time Developer shall have no further obligations as to the provision of such Developer Public Improvements under this Agreement except for the one (1) year guaranty under Section 13.

a. The City Improvements to benefit the Project are generally identified in "Project Costs - Phase 1 Projects" on page 12 of the Tax Incremental District No. 4 Project Plan ("TIF") and are agreed by Developer and City to be as follows:

i. Widen Oakwood Road on the south side of the Project to provide a four lane boulevard with two separate twenty-four foot wide pavements from 27<sup>th</sup> Street west to approximately 1/2 mile west of the west boundary of the Property. Install a boulevard within such widened Oakwood Road and install associated paving, sidewalks, street trees and lighting, and two curb cuts off of Oakwood to provide access from the south into the Project. Overall Cost - \$2,122,000. Project Allocation - approximately \$2,122,000. The cost amount stated in this subsection is a very general estimate and is not binding. The performance of this work of improvement by the City is subject to Force Majeure Events (as defined below) and the receipt by the City of a reasonable low bid by a qualified bidder, the acquisition of right-of-way pursuant to Subsection x below, and the availability of necessary permits and approvals from other governmental agencies, all in the reasonable discretion of the City, and all pursuant to law. Notwithstanding the foregoing conditions to the performance of the work under this subsection, the City shall, without condition, perform such work at a minimum, as is required by the Wisconsin Department of Transportation, the City itself, or any other governmental body or agency with jurisdiction, so that the Project may be timely completed and permits issued for occupancy as otherwise set forth in this Agreement and be accessible for entry by the general public as of the opening date for the Project.

ii. Construct a roadway and roundabout off 27<sup>th</sup> Street on the north boundary of the Project to provide access from the east into the Project and property being developed by an unrelated party to the north of the Property. Install associated paving, sidewalks, landscaping, street trees, lighting and sewer and water mains and laterals. Overall Cost - \$380,000. Project Allocation - \$190,000. The cost amount stated in this subsection is a very general estimate and is not binding. The performance of this work of improvement by the City is subject to Force Majeure Events.

iii. Install traffic signals and median reconstruction and such other intersection-related work of improvement as required by the Wisconsin Department of Transportation under its letter specification of improvements to the City Engineer dated March 9, 2006, at the intersection of Oakwood Road and South 27<sup>th</sup> Street. Overall Cost - approximately \$255,000. Project Allocation - \$255,000. Costs of such installation shall be fifty percent (50%) responsibility of Developer and fifty percent (50%) funded through the TIF. The cost amount stated in this subsection is a very general estimate and is not binding. The performance of this work of improvement by the City is subject to Force Majeure Events and the availability of land and governmental permissions required, in and by the City of Oak Creek.

iv. Extend water main from Ryan Road to Oakwood Road within 27<sup>th</sup> Street right-of-way. Overall Cost - \$600,000. Project Allocation - \$92,989.12. The City will incur oversize costs in addition thereto. It is intended that this work of improvement be made by way of special assessment under Wisconsin law. The cost amount stated in this subsection is a very general estimate and is not binding. The performance of this work of improvement by the City is subject to Force Majeure Events. The performance of this work of improvement by the City is to be completed prior to November 1, 2007.

v. Extend sanitary sewer within Oakwood Road right-of-way westerly from 27<sup>th</sup> Street to west boundary of Property. Overall Cost - \$260,000. Project Allocation - \$141,760. The City will incur oversize costs in addition thereto. It is intended that this work of improvement be made by way of special assessment under Wisconsin law. The cost amount stated in this subsection is a very general estimate and is not binding. The performance of this work of improvement by the City is subject to Force Majeure Events and the receipt by the City of a reasonable low bid by a qualified bidder, and the availability of necessary permits and approvals from other governmental agencies, all in the reasonable discretion of the City, and all pursuant to law. Notwithstanding the foregoing conditions to the performance of the work under this subsection, the City shall, without condition, perform such work at a minimum, within 3 years of the effective date of this Agreement.

vi. Install water main within Oakwood Road right-of-way from 27<sup>th</sup> Street to the west boundary of the property. Overall Cost - \$330,000. Project Allocation - \$100,195. The City will incur oversize costs in addition thereto. It is intended that this work of improvement be made by way of special assessment under Wisconsin law. The cost amount stated in this subsection is a very general estimate and is not binding. The performance of this work of improvement by the City is subject to Force Majeure Events.

The performance of this work of improvement by the City is to be completed prior to November 1, 2007.

vii. Improvement into MLG Property (150 feet) from South 27<sup>th</sup> Street. Overall Cost - \$0 (land anticipated to be dedicated). Project Allocation - \$0. The cost amount stated in this subsection is a very general estimate and is not binding. The performance of this work of improvement by the City is subject to Force Majeure Events and dedication or other acquisition of land to permit such extension.

viii. Contingency. Overall Cost - \$177,000. Project Allocation - \$109,386.

ix. Land acquisition - Fitzsimmons Woods. Overall Cost - \$375,000. Project Allocation - \$0.

x. Oakwood right-of-way purchase. Overall Cost - \$349,000. Project Allocation - \$340,000. The cost amount stated in this subsection is a very general estimate and is not binding. The performance of this purchase by the City is subject to Force Majeure Events and to the extent as may be required by the work under Subsection i above.

xi. Financing Expenses including fees and capitalized interest. Overall Cost - \$534,173. Project Allocation - \$330,119. The cost amount stated in this subsection is a very general estimate and is not binding.

xii. Less Rounding/Interest Earnings. Overall Reduction - (\$28,573). Project Allocation - (\$17,658). The cost amount stated in this subsection is a very general estimate and is not binding.

xiii. Net bond size. Overall Cost - \$5,344,600. Project Allocation - \$3,536,291.12. The cost amounts stated in this Subsection are the result of very general estimates and are not binding. The amounts for Overall Cost and for Project Allocation (as well as for those amounts for Financing Expenses and Rounding/Interest Earnings under Subsections xi and xii above, which are related thereto) are also each potentially subject to reduction for such amounts as may be levied and collected by way of special assessments, the amount of project costs participation by Developer and the amount of acquisition costs return by Developer, as elsewhere provided in this Agreement.

City-installed street trees within Oakwood Road right-of-way are to be maintained by City. City-installed landscaping and street trees within the roundabout are to be maintained by Developer. City-installed street trees within the Oakwood Road right-of-way and landscaping and street trees installed in the roundabout extending easterly into the Project off 27<sup>th</sup> Street shall be warranted for two years by City and Developer shall provide future maintenance. City Improvements shall be completed by City on or before November 1, 2007, subject to Force Majeure Events and except as otherwise set forth above. Except as referenced at subsection iii where fifty percent (50%) of the cost shall be paid by Developer and at subsections iv, v and vi, where the cost is intended to be specially assessed against Developer and others, costs of all work are intended to be funded via tax incremental

financing through Tax Incremental District No. 4. Developer Public Improvements shall be completed by Developer on or before November 1, 2007, subject to Force Majeure Events and as otherwise set forth below. Improvements as hereinabove identified are to be installed approximately as depicted on the Site Plan attached as Exhibit F.

b. Developer Private Improvements shall initially include, but are not limited to three individual components, identified as the MOS, H/OC and SIS. Developer shall timely construct and complete the Developer Private Improvements as its primary obligation under this Agreement. In the event of fire, damage or any other casualty to any part of the Project, Developer agrees, at its cost and expense, to rebuild, repair and replace the Project to substantially the condition or better than existed immediately prior to the casualty. The fair market value of the Project following reconstruction and/or repair by Developer must be substantially similar to the fair market value of the Project immediately prior to the casualty. Developer shall not be relieved of any of its obligations under the terms of this Agreement, including, but not limited to the payments to be made under Section 16 below, as a result of any fire, damage or any other casualty or during the period of repair or rebuilding or replacement of the Project. This obligation to repair, rebuild or replace shall remain in effect for a period expiring upon the earlier of: (i) 27 years from the effective date of this Agreement; or (ii) such earlier date of the expiration and closure of City of Franklin Tax Incremental District No. 4. The anticipated initial real property tax treatment of each such component shall be generally as described in this Section 15. Notwithstanding the foregoing, if Developer does not commence construction of the Developer Private Improvements on or before July 15, 2006, and/or substantially complete said Developer Private Improvements on or before December 31, 2007 (with each such date subject to Force Majeure Events [as defined below]), City, in its sole discretion pursuant to its determination upon considering the best interests of the City, may declare this Agreement null and void upon written notice to Developer, such determination to apply prospectively only as to any Developer property or investment, any interest therein arising under this Agreement then being forfeited by Developer without recourse by Developer. "Force Majeure Events" shall mean matters beyond the reasonable control of a party, which serve to delay or preclude compliance with the foregoing and following dates, including, without limitation, acts of God, permitting or governmental approval issues, acts of war or terrorism, labor or material shortages or civil unrest. A description of the Developer Private Improvements, cost estimates, allocation of land purchase price and personal property information is set forth below.

i. The MOS is intended by Developer for medical office space for physicians and as such, this type of use is generally recognized as being taxable. The MOS shall consist of approximately 61,500 square feet. The MOS is projected to have a construction cost, inclusive of construction and pro rata shares of Project site work design fees, construction administration and owner contingency of \$15,245,815 ("MOS Increment").

ii. The H/OC is intended by Developer for inpatient hospital and outpatient medical and surgical services and related purposes of diagnosis, treatment or care of sick, injured or disabled. The H/OC shall include an emergency department, laboratory,

full-service diagnostic imaging, cardiac rehabilitation, headache center and an endoscopy suite. The surgical services department will include eighteen (18) overnight patient beds, requiring the H/OC to be licensed as a hospital and constructed to hospital-grade construction standards. The H/OC shall consist of approximately 212,500 square feet and is projected to have a construction cost, including pro rata shares of Project site work, design fees, construction administration and owner contingency of \$38,138,462. Developer and City acknowledge that, subject to construction and operation as above described, the H/OC may be exempt from property taxation.

iii. The SIS is intended by Developer for future as-needed inpatient hospital beds. However the SIS is not currently being placed into service and, as such, is not currently eligible for tax exemption and is taxable. The SIS consists of approximately 28,000 square feet. The SIS is estimated to have a construction cost, including pro rata shares of Project site work, design fees, construction administration and owner contingency of \$5,317,013.

iv. The values stated above in this Section 15b do not include land costs. Developer paid Five Million Five Hundred Ninety-Eight Thousand Dollars (\$5,598,000) for the Property, consisting of approximately 54 acres or approximately One Hundred Three Thousand Six Hundred Sixty-Seven Dollars (\$193,667) per acre. Of such 54 acres, approximately the most westerly 14 acres are being set aside for future development and are not involved in the Project. The portion of the purchase price allocable to such 14 acres is One Million Four Hundred Fifty-One Thousand Three Hundred Thirty-Three Dollars (\$1,451,333) ("Nonproject Component"). If the remaining Four Million One Hundred Forty-Six Thousand Six Hundred Sixty-Seven Dollars (\$4,146,667) of purchase price is allocated against the MOS, H/OC and SIS based on each such component's proportionate area within the 302,000 square foot building, land value allocations are as follows: MOS - \$844,437; H/OC - \$2,917,771; and SIS - \$384,459. Since only the portion of purchase price allocable to the H/OC may be exempt, the estimated taxable value of the Project related land purchase (after reduction for the NonProject Component) is One Million Two Hundred Twenty-Eight Thousand Eight Hundred Ninety Six Dollars (\$1,228,896).

v. Estimated values at i-iv do not include personal property tax values. Exempt personal property to be installed in the H/OC is estimated by Developer to approximate Twenty Million Two Hundred Fifty Thousand Dollars (\$20,250,000). Taxable personal property to be installed in the MOS is estimated by Developer to approximate One Million Two Hundred Twenty Five Thousand Dollars (\$1,225,000). Of such total, approximately Six Hundred Twenty Five Thousand Dollars (\$625,000) is intended for telephone and computer equipment which, while not taxable by the City, is reimbursed by the state of Wisconsin pursuant to § 79.095, Wis. Stats. The above personal property values are estimates and are by way of information, set forth in this Agreement.

c. Developer Public Improvements shall include the installation by Developer of the following:

i. Grading of the total area within the Property in conformance with the approved grading plan for Developer Improvements, at an estimated improvements cost of \$975,784.

ii. Sanitary sewer main and appurtenances in private drives and/or easements on the Property, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the Project, at an estimated improvements cost of \$20,000.

iii. Laterals and appurtenances on the Property from sanitary sewer main to the Project, as determined by the City, at an estimated improvements cost which is included in the amount in Subsection ii above.

iv. Laterals, water main and fittings in private drives and/or within easements on the Property, sized as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the Project, at an estimated improvements cost of \$185,813.

v. Water service and appurtenances on the Property from water main to the Project, as determined by the City Engineer, together with stop cock(s) as specified by the City, all on the Property, at an estimated improvements cost which is included in the amount in Subsection iv above.

vi. Hydrants and appurtenances on the Property provided and spaced to adequately service the Property and Project and as the City shall require, at an estimated improvements cost which is included in the amount in Subsection iv above.

vii. Drainage system on the Property as determined and/or approved by the City to adequately drain the surface water from the Development and drainage basin area in accordance with the master drainage plan and/or approved system plan, including drainage and storm water service facilities and basins, at an estimated improvements cost of \$233,000.

viii. Pay for fifty percent (50%) of the cost to install traffic signals and median reconstruction at the intersection of Oakwood Road and South 27<sup>th</sup> Street, off-site at an estimated total of \$255,000, with the remaining fifty percent (50%) funded through the TIF.

16. In consideration of the mutual promises and covenants exchanged and made herein; and the applications previously made, heard, reviewed and granted; and all of the acts, investments and undertakings made by the City and Developer in relation thereto, all of the foregoing as set forth herein and by reference, and in recognition of the purpose of the creation of Tax Incremental District No. 4, as intended by the Wisconsin Legislature, to provide for the stimulation of the expansion of the tax base as a result of the Improvements to be made by the City and the resulting benefits therefrom, and further recognizing the approvals by the City affording the development of the Improvements to be made by

Developer of asserted and potentially exempt from taxation property within such base area; the City and Developer agree as follows:

Real Property Taxable components of the Project, together with current estimates of fair market value are projected by Developer as follows:

Land (Project taxable portion of the Property):	\$1,228,896
MOS:	\$15,245,815
SIS:	\$5,317,013
TOTAL:	\$21,791,724

It is acknowledged by City and Developer that the H/OC may be exempt from property taxes under Wisconsin law, and further that, to the extent the SIS is put into service as inpatient beds, the SIS may be similarly exempt. In consideration of City making the City Improvements, and certain City expectations regarding real and personal property portions of the Project being taxable, City and Developer agree that for any year in which the Breakpoint Amount (as defined below) is not achieved, Developer shall make a Spread Payment (as defined below) to City, in addition to the property taxes which are due on the Property for that year. For each such year, the Spread Payment will equal the product of the Spread (as defined below) multiplied by the net tax rate for the Property and then multiplied by the assessment ratio applicable to the Property (as the terms net tax rate and assessment ratio are used in Wis. Stat. §74.09). Spread Payments shall be due and payable to City at the same time as payments of property taxes are due, and may be paid on an installment basis in the same manner and proportion as property taxes. Spread Payments shall be deemed delinquent if not timely paid as set forth herein. The Breakpoint Amount is defined as \$27,815,515, which has been calculated as the total of: 1) 40% of the \$62,847,937 sum of (i) anticipated cost of construction, including site work, design fees, construction administration and owner contingency for the entire Project which is estimated at \$58,701,290; and (ii) Project related components of the land purchase price of \$5,598,000 which equals \$4,146,667; 2) the \$1,451,333 Nonproject Component land allocation of purchase price paid by Developer; and 3) the \$1,228,000 estimated taxable personal property amount set forth in Section 15bv. The "Spread" shall mean the difference between the Breakpoint Amount and the estimated fair market value (as defined in Wis. Stat. §74.09(1)) of taxable real and personal property included in the Property. Developer may claim exemption for part or all of the SIS, provided that the Breakpoint Amount is maintained. Developer may challenge the assessment of any part of the Property, and Developer may claim exemption for any part of the Property, including the SIS, provided the Breakpoint Amount and accompanying Spread Payment obligation is maintained. Notwithstanding anything to the contrary set forth in this Agreement, for any year after January 1, 2008, for which year there is an estimated fair market value for taxable real and taxable personal property upon the Property, which totals less than the Breakpoint Amount of \$27,815,515, Developer shall make a Spread Payment to the City as set forth above.

This Agreement is binding upon Developer and its successors and assigns to the Property. Developer's obligations under this Section 16 upon any default shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to §70.01, Wis. Stats.; and shall also be otherwise collectible as are delinquent special charges pursuant to §66.0627, Wis. Stats.; and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law.

17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of Sections 236.13(2)(a), 236.13(2)(b), and 236.13(2)(c), Wis. Stats. and §15-3.0701 and Divisions 15-7.0100 and 15-9.0300 of the Unified Development Ordinance of the City Municipal Code. This Agreement is a condition of and shall only become effective and binding upon the approval by the City Common Council of the special use applications submitted by Developer and the approval by the City Common Council of the certified survey map ("CSM") submitted by Developer, combining Parcels 1 and 2 of CSM No. 5495 into a single parcel.

18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Section 15-9.0500 of the Unified Development Ordinance of the City Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.

19. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Notwithstanding anything in the foregoing to the contrary, and excepting only successors or assigns of City and Developer, no third-party beneficiary status is intended nor shall be construed. Developer shall not convey or assign any of its rights or obligations under this Agreement whatsoever without the written consent of the City, which consent shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and Developer remains liable hereunder.

20. The City has paid or has committed to pay Developer the sum of \$92,600.00 for the public acquisition of right-of-way necessary for the improvement of West Oakwood Road as requested by Developer for the Project. Should Developer record the certified survey map contemplated to be approved and recorded by this Agreement, on or before December 31, 2006, Developer, as Developer would have otherwise been required to dedicate such property in order to obtain such approval and recording, shall return the sum of \$92,600.00 to the City upon and as a condition of such recording.

21. Except as otherwise specifically authorized by the City Plan Commission, any and all improvements, including, without limitation, buildings, signage, monuments, pedestrian ways, customer and frequenter amenities, pedestrian amenities, public amenities shall be in substantial conformity with the 27th Street Corridor Plan and guidelines, standards and requirements adopted by the City pursuant thereto.

22. For purposes of this Agreement, City and Developer acknowledge and agree that separate process and application for the determination and grant or denial of any tax exemption, shall be required in a manner consistent with applicable law. Accordingly, this Agreement and its terms and provisions shall not be utilized, interpreted or construed to favor, support, oppose or impair, or otherwise provide evidence for any such other process or application or determinations. Further, the terms and provisions of this Agreement are the result of the contributions of all parties and as such, there shall not be any application of any rule of construction favoring or disfavoring any designated drafter.

23. In the event Developer shall file for a property tax exemption and City shall contest such property tax exemption, Developer and City agree that the substantially prevailing party in such contest shall be entitled to receive from the substantially nonprevailing party all of the prevailing party's costs incurred in such action or proceeding, including, without limitation, the prevailing party's reasonable attorneys' fees. City and Developer further agree that the court presiding over such action is authorized to include an order for such relief as part of its decision in the underlying action and, to the extent that the prevailing party is Developer, this shall be deemed as part of such action and Developer shall not be required to file a separate notice of claim under Section 893.80 of the Wisconsin Statutes.

IN WITNESS WHEREOF, City has caused these presents to be duly executed by Thomas M. Taylor as Mayor, Sandra L. Weselowski as City Clerk, and Calvin A. Patterson as Director of Finance and Treasurer, and its corporate seal to be hereunto affixed as of the day and year first above written and Developer has caused these presents to be duly executed by John D. Oliverio, President and Chief Executive Officer of Wheaton.

DEVELOPER:

WHEATON:

WHEATON FRANCISCAN HEALTHCARE-SOUTHEAST WISCONSIN, INC.  
F/K/A COVENANT HEALTHCARE SYSTEM, INC.

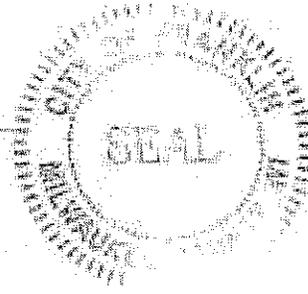
By:   
John D. Oliverio, President and CEO

FRANKLIN:  
WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC.  
BY: WHEATON FRANCISCAN HEALTHCARE-SOUTHEAST WISCONSIN, INC.  
F/K/A COVENANT HEALTHCARE SYSTEM, INC., ITS MEMBER

By: John D. Oliverio  
John D. Oliverio, President and CEO

CITY  
CITY OF FRANKLIN

By: Thomas M. Taylor  
Thomas M. Taylor, Mayor



COUNTERSIGNED:

By: Sandra L. Wesolowski  
Sandra L. Wesolowski, City Clerk

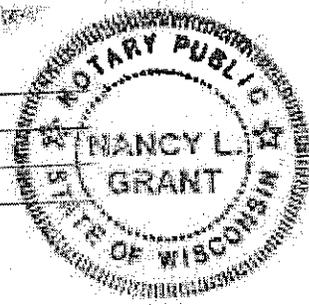
By: Calvin A. Patterson  
Calvin A. Patterson, Director of Finance and Treasurer

ACKNOWLEDGMENTS

STATE OF WISCONSIN            )  
  ) SS.  
COUNTY OF MILWAUKEE        )

Personally came before me this 6<sup>th</sup> day of July, 2006, the above-named John D. Oliverio, President and Chief Executive Officer of Wheaton Franciscan Healthcare-Southeast Wisconsin, Inc. f/k/a Covenant Healthcare System, Inc., and the person who executed the foregoing instrument in such capacities and acknowledged the same.

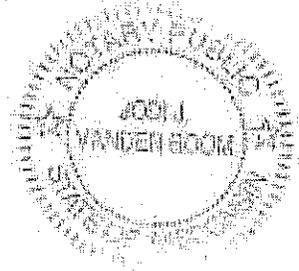
Name: Nancy L. Grant  
Notary Public, Milwaukee County, WI  
My Commission: August 4, 2004



STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF MILWAUKEE )

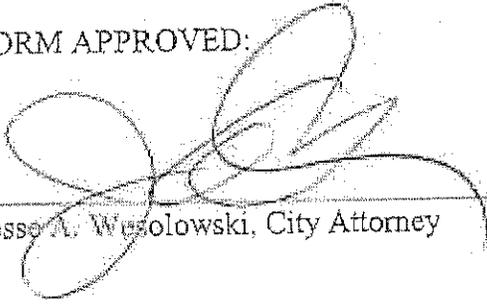
Personally came before me this 29<sup>th</sup> day of <sup>December</sup> ~~July~~, 2006, the above-named Thomas M. Taylor as Mayor, Sandra L. Wesolowski as City Clerk, and Calvin A. Patterson as Director of Finance and Treasurer of the City of Franklin, and the persons who executed the foregoing instrument in such capacity and acknowledged the same.

April S. Vanden Broom  
Name: Sarah S. Vanden Broom  
Notary Public, Milwaukee County  
My Commission: 9/14/08



This instrument was drafted by John M. Bennett, City Engineer for the City of Franklin.

FORM APPROVED:

  
\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

#### INDEX OF EXHIBITS

Exhibit A	Legal Description
Exhibit B	General Development Requirements
Exhibit C	Estimated Improvement Costs
Exhibit D	Additional Development Requirements
Exhibit E	Construction Specifications
Exhibit F	Site Plan

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR  
THE APPROVAL OF A SPECIAL USE FOR A NEW MEDICAL OFFICE  
BUILDING GREATER THAN 40,000 SQUARE FEET IN AREA USE UPON  
PROPERTY LOCATED AT 9969 SOUTH 27TH STREET  
(WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC., APPLICANT)

---

WHEREAS, Wheaton Franciscan Healthcare-Franklin, Inc. having petitioned the City of Franklin for the approval of a Special Use within a B-7 South 27th Street Mixed-Use Office District, under Section 15-3.0306A.5. of the City of Franklin Unified Development Ordinance, to allow for the development of an approximately 64,800 square foot three-story medical office building, as part of an intended plan for the potential future development of a total of four such buildings, adjacent to the existing Wheaton Franciscan HealthCare Center facility, and toward the development of a Wheaton Franciscan HealthCare Center campus, upon property located at 9969 South 27th Street, bearing Tax Key No. 928-9996-007, more particularly described as follows:

Lot 1 of Certified Survey Map No. 8316, being a redivision of Lot 2 of Certified Survey Map No. 7630 and being a part of the Northeast 1/4 of the Southeast 1/4 of Section 25, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 5th day of July, 2012, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

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

WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC. – SPECIAL USE  
RESOLUTION NO. 2012-\_\_\_\_\_

Page 2

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

1. That this Special Use is approved only for the use of the subject property by Wheaton Franciscan Healthcare-Franklin, Inc., successors and assigns, as a medical office building use, which shall be developed in substantial compliance with, and operated and maintained by Wheaton Franciscan Healthcare-Franklin, Inc., pursuant to those plans City file-stamped July 9, 2012 and annexed hereto and incorporated herein as Exhibit A.
2. Wheaton Franciscan Healthcare-Franklin, Inc., successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Wheaton Franciscan Healthcare-Franklin, Inc. medical office building, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Wheaton Franciscan Healthcare-Franklin, Inc., and the medical office building use for the property located at 9969 South 27th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. This resolution recognizes the July 19, 2012 Plan Commission waiver approvals granted as authorized under §15-3.03051 from the requirements under §15-.0352C.2., §15-3.0355C.5., §15-3.0355C.6. and §15-3.0355C.9. of the Unified Development Ordinance.
5. The applicant shall submit a detailed Landscape Plan, which meets the requirements set forth in Division 15-5.0300 of the Unified Development Ordinance for Plan Commission review and approval prior to issuance of a building permit.

WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC. – SPECIAL USE  
RESOLUTION NO. 2012-\_\_\_\_\_

Page 3

6. The applicant shall submit a detailed Lighting Plan, which meets the lighting regulations set forth in Division 15-5.0400 of the Unified Development Ordinance, to the Department of City Development for review and approval by staff prior to issuance of a building permit.
7. The applicant shall submit a Natural Resource Protection Plan, which meets the requirements set forth in Divisions 15-4.0100 and 15-7.0200 of the Unified Development Ordinance, to the Department of City Development for review by the City's third party consultant and approval by staff prior to issuance of a fill/soils disturbing permit and/or building permit.
8. The applicant shall obtain a waiver or revise the building elevations to be substantially consistent with Section 15-3.0355C (5) of the South 27th Street Design Overlay District standards.
9. The applicant shall obtain a waiver or revise the dumpster storage area to be substantially consistent with Section 15-3.0355C (9) of the South 27th Street Design Overlay District standards.
10. The applicant shall provide a landscaped berm along the western property boundary, prior to issuance of a final Certificate of Occupancy, to screen future phases of development on the property from the adjacent single-family subdivision.
11. The applicant shall construct a trail, which connects the sidewalk at Wheaton Way to the Hidden Oaks subdivision, prior to issuance of a final Certificate of Occupancy.
12. The applicant shall submit a detailed stormwater management plan, meeting the requirements set forth in Division 15-8.0600 of the Unified Development Ordinance, to the Engineering Department for review and approval prior to issuance of a building permit.
13. The applicant shall submit a traffic impact analysis prepared by a qualified traffic engineer, to the Engineering Department for review and approval prior to the issuance of a building permit and that if the City Engineer so recommends and the City determines that traffic signalization is required or the Wisconsin Department of Transportation so determines upon its review of the analysis, the applicant shall obtain approval of a development agreement requiring and securing same prior to the issuance of a building permit.

WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC. – SPECIAL USE  
RESOLUTION NO. 2012- \_\_\_\_\_

Page 4

14. As a condition of the approval of this Special Use, the property and all improvements and uses to be developed and operated thereon shall at all times remain taxable and not tax-exempt, for the reasons set forth in the development agreement for their existing developed parcel.

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

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

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

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

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

WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC. – SPECIAL USE  
RESOLUTION NO. 2012-\_\_\_\_\_

Page 5

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

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Thomas M. Taylor, Mayor

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/24/12
Reports and Recommendations	<p>A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a new Medical Office Building greater than 40,000 square feet in area use upon property located at 9969 South 27th Street (Wheaton Franciscan Healthcare-Franklin, Inc., Applicant). Wheaton Franciscan Healthcare-Franklin, Inc. (Wheaton Franciscan HealthCare Center 64,800 Square Foot Three-Story Medical Office Building Development, as Part of an Intended Plan for the Potential Future Development of a Total of Four Such Buildings, Adjacent to the Existing Wheaton Franciscan HealthCare Center Facility) (Potential development agreement condition to address terms of general property taxation of existing and future development and uses is pending review.)</p> <p>The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to consider the terms and negotiation of a potential development agreement with Wheaton Franciscan Healthcare-Franklin, Inc. and related parties, concerning public improvements related to the development of the proposed medical office buildings and the terms of general property taxation of existing and future development and uses of the Wheaton Franciscan Healthcare-Franklin Inc. property within Tax Incremental District No. 4, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate)</p>	<p>ITEM NUMBER <i>6.19.</i></p>

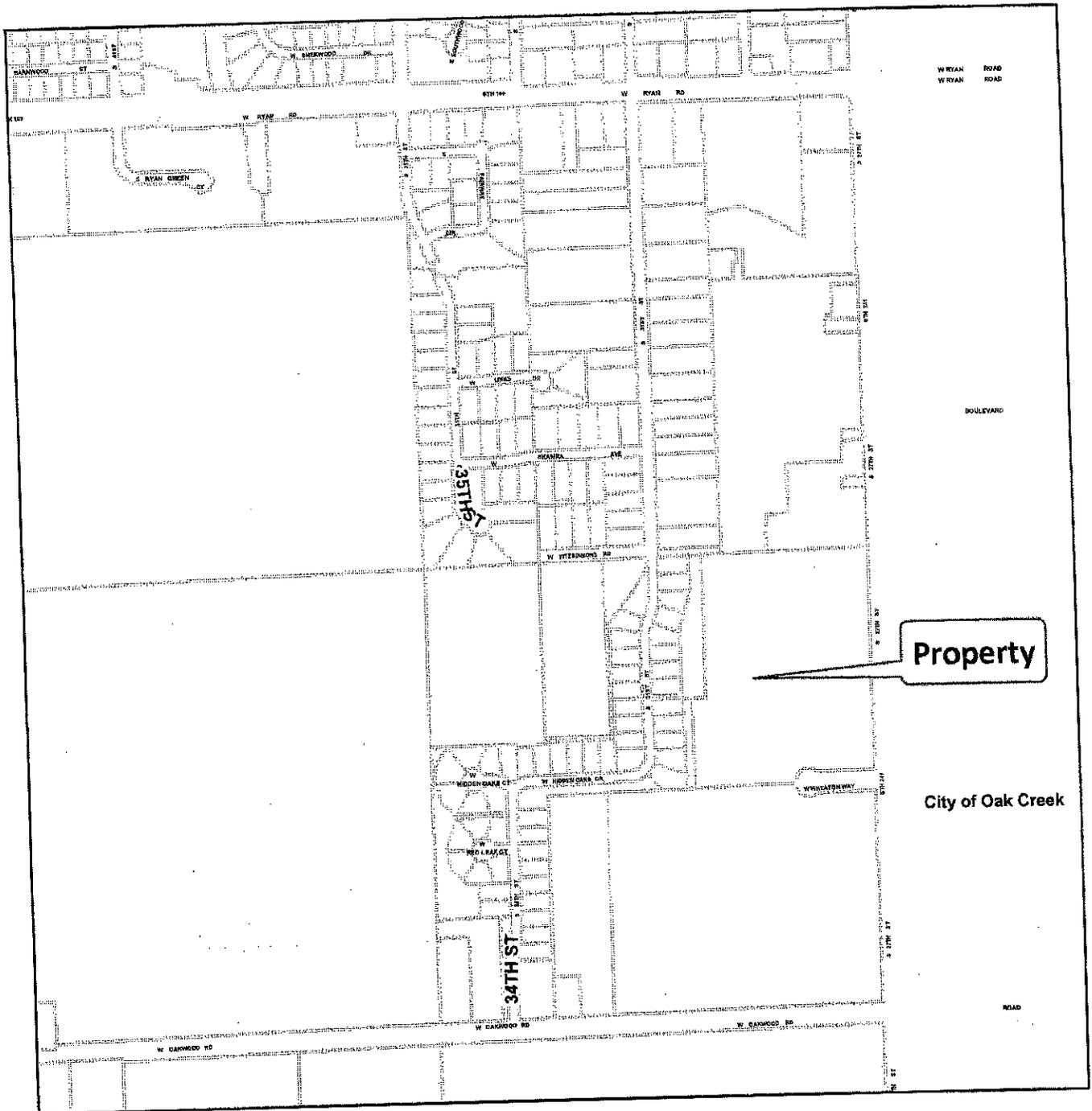
At its July 19, 2012, meeting, the Plan Commission recommended approval of a resolution imposing conditions and restrictions for the approval of a special use for a new medical office building greater than 40,000 square feet in area use upon property located at 9969 South 27<sup>th</sup> Street (Wheaton Franciscan Healthcare-Franklin, Inc., Applicant).

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2012-\_\_\_\_\_, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a new Medical Office Building greater than 40,000 square feet in area use upon property located at 9969 South 27th Street (Wheaton Franciscan Healthcare-Franklin, Inc., Applicant). Wheaton Franciscan Healthcare-Franklin, Inc. (Wheaton Franciscan HealthCare Center 64,800 Square Foot Three-Story Medical Office Building Development, as Part of an Intended Plan for the Potential Future Development of a Total of Four Such Buildings, Adjacent to

the Existing Wheaton Franciscan HealthCare Center Facility) (Potential development agreement condition to address terms of general property taxation of existing and future development and uses is pending review.) The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to consider the terms and negotiation of a potential development agreement with Wheaton Franciscan Healthcare-Franklin, Inc. and related parties, concerning public improvements related to the development of the proposed medical office buildings and the terms of general property taxation of existing and future development and uses of the Wheaton Franciscan Healthcare-Franklin Inc. property within Tax Incremental District No. 4, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate).

# ~2700 W. Wheaton Way TKN 928-9996-007



0 500 1,000 2,000 Feet

*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 Development 2012  
(2010 Aerial Layer)



STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR  
THE APPROVAL OF A SPECIAL USE FOR A NEW MEDICAL OFFICE  
BUILDING GREATER THAN 40,000 SQUARE FEET IN AREA USE UPON  
PROPERTY LOCATED AT 9969 SOUTH 27TH STREET  
(WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC., APPLICANT)

---

WHEREAS, Wheaton Franciscan Healthcare-Franklin, Inc. having petitioned the City of Franklin for the approval of a Special Use within a B-7 South 27th Street Mixed-Use Office District, under Section 15-3.0306A.5. of the City of Franklin Unified Development Ordinance, to allow for the development of an approximately 64,800 square foot three-story medical office building, as part of an intended plan for the potential future development of a total of four such buildings, adjacent to the existing Wheaton Franciscan HealthCare Center facility, and toward the development of a Wheaton Franciscan HealthCare Center campus, upon property located at 9969 South 27th Street, bearing Tax Key No. 928-9996-007, more particularly described as follows:

Lot 1 of Certified Survey Map No. 8316, being a redivision of Lot 2 of Certified Survey Map No. 7630 and being a part of the Northeast 1/4 of the Southeast 1/4 of Section 25, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 5th day of July, 2012, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

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

WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC. – SPECIAL USE  
RESOLUTION NO. 2012-\_\_\_\_\_

Page 2

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

1. That this Special Use is approved only for the use of the subject property by Wheaton Franciscan Healthcare-Franklin, Inc., successors and assigns, as a medical office building use, which shall be developed in substantial compliance with, and operated and maintained by Wheaton Franciscan Healthcare-Franklin, Inc., pursuant to those plans City file-stamped July 9, 2012 and annexed hereto and incorporated herein as Exhibit A.
2. Wheaton Franciscan Healthcare-Franklin, Inc., successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Wheaton Franciscan Healthcare-Franklin, Inc. medical office building, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Wheaton Franciscan Healthcare-Franklin, Inc., and the medical office building use for the property located at 9969 South 27th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. This resolution recognizes the July 19, 2012 Plan Commission waiver approvals granted as authorized under §15-3.03051 from the requirements under §15-.0352C.2., §15-3.0355C.5., §15-3.0355C.6. and §15-3.0355C.9. of the Unified Development Ordinance.
5. The applicant shall submit a detailed Landscape Plan, which meets the requirements set forth in Division 15-5.0300 of the Unified Development Ordinance for Plan Commission review and approval prior to issuance of a building permit.

WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC. – SPECIAL USE  
RESOLUTION NO. 2012-\_\_\_\_\_

Page 3

6. The applicant shall submit a detailed Lighting Plan, which meets the lighting regulations set forth in Division 15-5.0400 of the Unified Development Ordinance, to the Department of City Development for review and approval by staff prior to issuance of a building permit.
7. The applicant shall submit a Natural Resource Protection Plan, which meets the requirements set forth in Divisions 15-4.0100 and 15-7.0200 of the Unified Development Ordinance, to the Department of City Development for review by the City's third party consultant and approval by staff prior to issuance of a fill/soils disturbing permit and/or building permit.
8. The applicant shall obtain a waiver or revise the building elevations to be substantially consistent with Section 15-3.0355C (5) of the South 27th Street Design Overlay District standards.
9. The applicant shall obtain a waiver or revise the dumpster storage area to be substantially consistent with Section 15-3.0355C (9) of the South 27th Street Design Overlay District standards.
10. The applicant shall provide a landscaped berm along the western property boundary, prior to issuance of a final Certificate of Occupancy, to screen future phases of development on the property from the adjacent single-family subdivision.
11. The applicant shall construct a trail, which connects the sidewalk at Wheaton Way to the Hidden Oaks subdivision, prior to issuance of a final Certificate of Occupancy.
12. The applicant shall submit a detailed stormwater management plan, meeting the requirements set forth in Division 15-8.0600 of the Unified Development Ordinance, to the Engineering Department for review and approval prior to issuance of a building permit.
13. The applicant shall submit a traffic impact analysis prepared by a qualified traffic engineer, to the Engineering Department for review and approval prior to the issuance of a building permit and that if the City Engineer so recommends and the City determines that traffic signalization is required or the Wisconsin Department of Transportation so determines upon its review of the analysis, the applicant shall obtain approval of a development agreement requiring and securing same prior to the issuance of a building permit.

WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC. – SPECIAL USE  
RESOLUTION NO. 2012-\_\_\_\_\_

Page 4

14. As a condition of the approval of this Special Use, the property and all improvements and uses to be developed and operated thereon shall at all times remain taxable and not tax-exempt, for the reasons set forth in the development agreement for their existing developed parcel.

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

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

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

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

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

WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC. – SPECIAL USE  
RESOLUTION NO. 2012-\_\_\_\_\_

Page 5

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

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Thomas M. Taylor, Mayor

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_


**CITY OF FRANKLIN**

**REPORT TO THE PLAN COMMISSION**

Meeting of July 19, 2012

**Special Use**


---

**RECOMMENDATION:** City Development Staff recommends approval of the proposed Special Use for Wheaton Franciscan Healthcare-Franklin, Inc., for a new medical office building greater than 40,000 square feet in area use upon property located at 9969 South 27<sup>th</sup> Street, subject to the conditions set forth in attached draft resolution.

---

<b>Project Name:</b>	Wheaton Franciscan Healthcare-Franklin, Inc. Special Use
<b>Project Address:</b>	9969 South 27 <sup>th</sup> Street
<b>Applicant:</b>	Wheaton Franciscan Healthcare-Franklin, Inc.
<b>Zoning:</b>	B-7 South 27th Street Mixed Use Office District
<b>2025 Comprehensive Plan:</b>	Mixed Use
<b>Use of Surrounding Properties:</b>	Mixed use commercial to the north, single-family residential to the west, a hospital to the south, and a business park to the east (In the City of Oak Creek).
<b>Applicant's Action Requested:</b>	Recommendation to the Common Council for approval of the proposed Special Use.

---

Please note:

- Staff recommendations are *underlined, in italics* and are included in the draft resolution.
- Staff suggestions are only underlined and are not included in the draft resolution.
- Changes to the July 5, 2012 staff report are highlighted in red as noted below.

**BACKGROUND/INTRODUCTION:**

On July 9, 2012, following a properly noticed public hearing, the Plan Commission tabled the application for a Special Use for an approximately 64,800 square foot three-story medical office building upon property located at 9969 South 27<sup>th</sup> Street. The application was tabled to the next regularly scheduled meeting on July 19, 2012.

On June 13, 2012, Mr. Ron Boecker of Wheaton Franciscan Healthcare-Southeast Wisconsin, Inc., submitted an application for a Special Use for an approximately 64,800 square foot three-story medical office building upon property located at 9969 South 27<sup>th</sup> Street. According to Section 15-3.0306A (5) of the City of Franklin Unified Development Ordinance, all new buildings in the B-7 South 27<sup>th</sup> Street Mixed-Use Office District greater than 40,000 square feet in area, whether single-tenant or multi-tenant spaces require special use approval.

According to the applicant, the physician offices that are currently located within the Wheaton Franciscan Healthcare-Franklin Hospital will be moved to the proposed medical office building, which will free up space within the hospital for the expansion of services to meet community needs. The applicant estimates the construction cost of the proposed medical office building to be approximately \$11,000,000, which does not include site and building design, land cost, or medical equipment.

It can be noted that five individuals spoke at the public hearing and were generally in support of the proposed project. One speaker, Ms Barbara Wesener, also provided a letter of support on behalf of the South Suburban Chamber of Commerce. Another individual offered suggestions for changes to the project, including construction of a vegetated berm along the west side of the property as a buffer between the subject property and the Hidden Oaks subdivision to the west.

### **PROJECT DESCRIPTION / ANALYSIS:**

#### **Site Plan:**

The site plan identifies a three-story, 64,800 square foot, multi-tenant medical office building to be constructed on the southeast corner of the approximately 28 acre property located at 9969 South 27<sup>th</sup> Street. The proposed medical office building marks the first of four expansion phases planned for Wheaton Franciscan Healthcare-Franklin. Please see Exhibit B, Medical Complex Conceptual Master Plan of the applicant's submittal materials, for glimpse of what the ultimate build out of this property could look like. Ingress and egress to the property will be provided from the roundabout on Wheaton Way.

#### **Parking:**

The applicant is proposing to provide 305 off-street parking spaces for the proposed medical office building. According to Table 15-2.0203 of the Unified Development Ordinance (UDO), a medical office use is required to provide a parking ratio of 6.5/1,000 square feet of gross floor area, plus six (6) queuing spaces.

By applying the required parking ratio, a 64,800 square foot medical office building would be required to provide a minimum of 423 off-street parking spaces. As stated above, the applicant is proposing 305 off-street parking spaces. Therefore, the applicant is requesting an approximately 28% reduction in parking. The applicant has located eight (8) handicap accessible parking stalls near main entrances to the building, which meets the requirement from Table 15-5.0202(I)(1) of the UDO.

Section 15-3.0352C (2) of the South 27<sup>th</sup> Street Design Overlay District standards states, "If a parking reduction is requested for any reason other than shared parking, or a parking reduction beyond forty (40) percent is requested for shared parking arrangements, technical documentation shall be furnished by the applicant during the site plan review process to indicate, to the satisfaction of the Plan Commission, that actual off-street parking demand for that particular use is less than the required amount or that sufficient on-street parking is available in the area." The applicant has indicated the parking lot capacity has been designed to a common industry-wide standard of 5 stalls per 1,000 square feet. In addition, the applicant has provided parking projections and a peak parking demand study based on current conditions at the adjacent

Wheaton Franciscan Healthcare – Franklin Hospital. Finally, the applicant has indicated valet parking services will be offered at the proposed medical office building, which has proven to be a beneficial service at the Wheaton Franciscan Healthcare – Franklin Hospital.

Staff does not object to the requested reduction in off-street parking spaces, if the only use of the proposed new building is medical office. However, the applicant is not certain at this time what the potential mix of uses for this building might be.

Landscaping:

The applicant has submitted a preliminary Landscaping Plan. Table 15-5.0302 of the Unified Development Ordinance requires one canopy/shade tree, one evergreen tree, one decorative tree, and one shrub for every five parking spaces provided. Since the applicant is proposing to provide 305 parking spaces, 61 plantings of each type are required. The applicant is proposing 61 canopy/shade trees, 61 evergreen trees, 61 decorative trees, and 323 shrubs, quantities that meet the required landscaping standards. Staff recommends that the applicant submit a detailed Landscape Plan, which meets the requirements set forth in Division 15-5.0300 of the Unified Development Ordinance for Plan Commission review and approval prior to issuance of a building permit.

The B-7 South 27<sup>th</sup> Street Mixed-Use Office District requires a minimum Landscape Surface Ratio (LSR) of 0.25. The entire site is approximately 28.175 acres (1,227,311 square feet), which would require 3.425 acres (149,193 square feet) of green space. The applicant has indicated in their Site Intensity and Capacity Calculations that they intend to meet this requirement.

Pedestrian Amenities:

The applicant is proposing connecting walkways to link the proposed medical office building to the existing sidewalk along Wheaton Way, pedestrian scale lighting, and a feature garden and public seating area adjacent to the existing public sidewalk along Wheaton Way.

Lighting:

The applicant has submitted a preliminary Lighting Plan with luminaires that complement the existing lighting at the Wheaton Franciscan Healthcare-Franklin Hospital. Staff recommends that the applicant submit a detailed Lighting Plan, which meets the lighting regulations set forth in Division 15-5.0400 of the Unified Development Ordinance, to the Department of City Development for review and approval by staff prior to issuance of a building permit.

Natural Resource Protection Plan:

The applicant has not yet submitted a Natural Resource Protection Plan (NRPP) for the subject property. According to the applicant, BHE Environmental (formerly Cedarburg Science) has been hired to evaluate the site and prepare an NRPP. The “vegetation limits” depicted along the eastern property boundary of the site on the Existing Topographic Survey (Sheet C1.0) appears to be located within a low point on the property where water may pond prior to draining from the site through a box culvert under South 27<sup>th</sup> Street to the east. Based on the existing topography and vegetation, this area has the potential to be a wetland. As this area is located within the

portion of the site to be impacted by the project (as is evidenced by the proposed grading plan) a field delineation of this area should be conducted by a qualified professional prior to the commencement of site grading and preparation. Staff recommends that the applicant submit a Natural Resource Protection Plan, which meets the requirements set forth in Divisions 15-4.0100 and 15-7.0200 of the Unified Development Ordinance, to the Department of City Development for review by the City's third party consultant and approval by staff prior to issuance of a fill/soils disturbing permit and/or building permit.

#### Architecture/South 27<sup>th</sup> Street Design Overlay District:

The subject property is located within the South 27<sup>th</sup> Street Design Overlay District. This district contains special architectural, parking and landscaping standards for sites with new buildings or for projects that result in an increase in floor area of fifty (50) percent or more over the floor area of the existing building at the time of the addition. As Wheaton Franciscan Healthcare-Franklin is proposing a new building at 9969 South 27<sup>th</sup> Street, the South 27<sup>th</sup> Street Overlay Design Standards apply to this project.

The primary materials and features specified for the proposed building include brick, prefinished aluminum storefront windows, and spandrel glass. The plans also indicate prefinished metal panels to screen rooftop mechanicals and a steel porte-cochere entrance feature. In addition, the applicant has added stone veneer to the pilasters on the first floor of the north and south elevations, a portion of the lower wall on the east and west elevations, and added a metal canopy over the staff entrance on the east elevation of the building. These materials complement the materials used for the Wheaton Franciscan Healthcare-Franklin Hospital.

Section 15-3.0355C (5) of the South 27<sup>th</sup> Street Overlay Design Standards states, "a minimum of twenty (20) percent of all of the combined facades of the structure shall employ actual façade protrusions or recesses. The main protrusions on the proposed office building are a dumpster enclosure on the east elevation and the porte-cochere on the north elevation. Staff recommends that the applicant obtain a waiver or revise the building elevations to be substantially consistent with Section 15-3.0355C (5) of the South 27<sup>th</sup> Street Design Overlay District standards.

Section 15-3.0355C (9) of the South 27<sup>th</sup> Street Overlay Design Standards requires refuse containers to be fully concealed from on-site and off-site ground level views and also states that, "gates and fencing may be used for security and access, but not for screening, and shall be of high aesthetic quality." The applicant has shifted the proposed dumpster enclosure, which now has gates that face and open up towards the parking lot to the north. Staff recommends that the applicant obtain a waiver or revise the dumpster storage area to be substantially consistent with Section 15-3.0355C (9) of the South 27<sup>th</sup> Street Design Overlay District standards.

The South 27<sup>th</sup> Street Design Overlay District authorizes the Plan Commission to waive any of the South 27<sup>th</sup> Street Design Overlay District standards by 5 votes of all the members of the Plan Commission provided that supplemental design elements or improvements are incorporated into the project (over and above those which are otherwise required) which compensate for the waiver of the particular standard, or, in the case of parking provisions, where it can be demonstrated that the required parking is excessive or where specified areas are provided for the future provision of additional parking if necessary.

In addition to the 27<sup>th</sup> Street design standard waivers noted above which staff believes are necessary for this project, below are the applicant's requested waivers.

- Section 15-3.0352C (2) of the South 27<sup>th</sup> Street Overlay Design Standards states that, "If a parking reduction is requested for any reason other than shared parking, or a parking reduction beyond forty (40) percent is requested for shared parking arrangements, technical documentation shall be furnished by the applicant during the site plan review process to indicate, to the satisfaction of the Plan Commission, that actual off-street parking demand for that particular use is less than the required amount or that sufficient on-street parking is available in the area."

The applicant is proposing a waiver for a reduction of parking for a reason other than shared parking. The applicant is asking for an approximately 28% reduction of parking based on parking projections and current parking demand at the Wheaton Franciscan Healthcare – Franklin Hospital.

- Section 15-3.0355C (5) –

The applicant is proposing a waiver from the requirement that, "A minimum of twenty (20) percent of all the combined linear roof eave or parapet lines of the structure shall employ differences in height, with such differences being six feet or more..."

- Section 15-3.0355C (6) –

The applicant is proposing a waiver from the requirement that, "All sides of a building that directly face or abut a public street or parking area shall have at least one public entrance."

It is important to note that staff does not believe that enough supplemental design standards or improvements are incorporated into this project to compensate for the requested and necessary waivers. Staff recommends the applicant provide a landscaped berm along the western property boundary, prior to issuance of a final Certificate of Occupancy, to screen future phases of development on the property from the adjacent single-family subdivision. Staff also recommends the applicant construct a trail, which connects the sidewalk at Wheaton Way to the Hidden Oaks subdivision, prior to issuance of a final Certificate of Occupancy. Staff suggests the applicant provide additional architectural and/or site features, or that additional pedestrian or environmental amenities be provided.

#### Signage:

The applicant is proposing a monument sign in the boulevard of the proposed private street where it intersects the roundabout of Wheaton Way. In addition, the applicant is proposing a building identification monument sign near the entrance driveway to the building. Please note all signage is subject to review and approval by the Architectural Review Board and issuance of a Sign Permit from the Building Inspection Department. All signage shown on the plans including the monument sign shown on the site plan, grading plan and utility plan are shown for reference

only. Approval of this Site Plan does not provide approval of any signage as depicted in the plans submitted by the applicant.

**Stormwater Management:**

The applicant has provided preliminary stormwater management data generally depicting the stormwater drainage and facilities for the site. The applicant has made minor changes to the location of the proposed stormwater pond since their previous submittal. Staff recommends that the applicant submit a detailed stormwater management plan, meeting the requirements set forth in Division 15-8.0600 of the Unified Development Ordinance, to the Engineering Department for review and approval prior to issuance of a building permit.

**Traffic Analysis:**

Section 15-3.03555C. (10) states, "Prior to development approval, the applicant's traffic engineer shall complete and present a traffic impact analysis following Wisconsin Department of Transportation guidelines." Therefore, staff recommends that the applicant submit a traffic impact analysis prepared by a qualified traffic engineer, to the Engineering Department for review and approval prior to the issuance of a building permit.

**STAFF RECOMMENDATION:**

City Development Staff recommends approval of the proposed Special Use for Wheaton Franciscan Healthcare-Franklin, Inc., for a new medical office building greater than 40,000 square feet in area use upon property located at 9969 South 27<sup>th</sup> Street, subject to the conditions set forth in the attached draft resolution.

A summary of staff recommendations, suggestions and South 27<sup>th</sup> Street Design Overlay District waivers requested by the applicant are listed below.

**Recommendations:**

1. Staff recommends that the applicant submit a detailed Landscape Plan, which meets the requirements set forth in Division 15-5.0300 of the Unified Development Ordinance for Plan Commission review and approval prior to issuance of a building permit.
2. Staff recommends that the applicant submit a detailed Lighting Plan, which meets the lighting regulations set forth in Division 15-5.0400 of the Unified Development Ordinance, to the Department of City Development for review and approval by staff prior to issuance of a building permit.
3. Staff recommends that the applicant submit a Natural Resource Protection Plan, which meets the requirements set forth in Divisions 15-4.0100 and 15-7.0200 of the Unified Development Ordinance, to the Department of City Development for review by the City's third party consultant and approval by staff prior to issuance of a fill/soils disturbing permit and/or building permit.

4. Staff recommends that the applicant obtain a waiver or revise the building elevations to be substantially consistent with Section 15-3.0355C (5) of the South 27<sup>th</sup> Street Design Overlay District standards.
5. Staff recommends that the applicant obtain a waiver or revise the dumpster storage area to be substantially consistent with Section 15-3.0355C (9) of the South 27<sup>th</sup> Street Design Overlay District standards.
6. Staff recommends the applicant provide a landscaped berm along the western property boundary, prior to issuance of a final Certificate of Occupancy, to screen future phases of development on the property from the adjacent single-family subdivision.
7. Staff recommends the applicant construct a trail to connect the sidewalk at Wheaton Way to the Hidden Oaks subdivision, prior to issuance of a final Certificate of Occupancy.
8. Staff recommends that the applicant submit a detailed stormwater management plan, meeting the requirements set forth in Division 15-8.0600 of the Unified Development Ordinance, to the Engineering Department for review and approval prior to issuance of a building permit.
9. Staff recommends that the applicant submit a traffic impact analysis prepared by a qualified traffic engineer, to the Engineering Department for review and approval prior to the issuance of a building permit.

Suggestions:

1. An entrance should be considered for the south side of the building, which entrance could lead to the public seating amenity, or which amenity could be expanded to serve the needs of both employees and guests.
2. Permitted mixed uses are encouraged. However, such uses often require a higher parking standard, which would necessitate a thorough review of the parking study.
3. Staff suggests the applicant provide additional architectural and/or site features, or that additional pedestrian or environmental amenities be provided.

UDO Waiver Requests/Required:

1. Section 15-3.0352C (2) of the South 27<sup>th</sup> Street Overlay Design Standards – A waiver for a reduction of parking for a reason other than shared parking. The applicant is asking for an approximately 27.4% reduction of parking based on parking projections and current parking demand at the Wheaton Franciscan Healthcare – Franklin Hospital.
2. Section 15-3.0355C (5) of the South 27<sup>th</sup> Street Overlay Design Standards – A waiver from the requirement that, “A minimum of twenty (20) percent of all the combined linear roof eave or parapet lines of the structure shall employ differences in height, with such differences being six feet or more...”

3. Section 15-3.0355C (6) of the South 27<sup>th</sup> Street Overlay Design Standards – A waiver from the requirement that, “All sides of a building that directly face or abut a public street or parking area shall have at least one public entrance.”
4. Section 15-3.0355C (5) of the South 27<sup>th</sup> Street Overlay Design Standards – A waiver from the requirement that, “A minimum of twenty (20) percent of all of the combined facades of the structure shall employ actual façade protrusions or recesses.”
5. Section 15-3.0355C (9) of the South 27<sup>th</sup> Street Overlay Design Standards – A waiver from the requirement that, “refuse containers to be fully concealed from on-site and off-site ground level views” and “gates and fencing may be used for security and access, but not for screening, and shall be of high aesthetic quality.”



South Suburban  
Chamber of Commerce  
Serving Oak Creek & Franklin

8580 S. Howell Avenue  
Oak Creek, WI 53154  
414-768-5845

**Resolution of the South Suburban Chamber of Commerce**  
July 5, 2012

**Expressing support for the expansion of  
Wheaton Franciscan Healthcare - Franklin**

Whereas, the South Suburban Chamber of Commerce represents the business community in southern Milwaukee County, where residents and business leaders in the City of Franklin and surrounding communities express strong support for the expansion of Wheaton Franciscan Healthcare – Franklin Hospital at 10101 S. 27<sup>th</sup> St.;

Whereas, the proposed Wheaton Franciscan Medical Office Building and expanded services would meet the needs of a growing community with projected population growth;

Whereas, the EMS community have expressed the need for expanded healthcare services in Franklin and the surrounding communities that includes the addition of cardiac services;

Whereas, Wheaton Franciscan Healthcare is a strong partner in the quality development of the 27<sup>th</sup> Street Corridor;

**NOW, THEREFORE, BE IT RESOLVED, that the Executive Board of Directors of the South Suburban Chamber of Commerce unanimously approves this resolution expressing strong support for the expansion of Wheaton Franciscan Healthcare – Franklin Hospital.**

**BE IT FURTHER RESOLVED, that the Board of Directors of the South Suburban Chamber of Commerce hereby requests the active support of Franklin Mayor Tom Taylor, Alderman Steve Taylor and the Common Council.**

Approved this 5<sup>th</sup> day of July, 2012.

Tina Kreitlow, President, South Suburban Chamber of Commerce

Barbara Wesener, Executive Director, South Suburban Chamber of Commerce

Franklin

JUL 9 2012

City Development



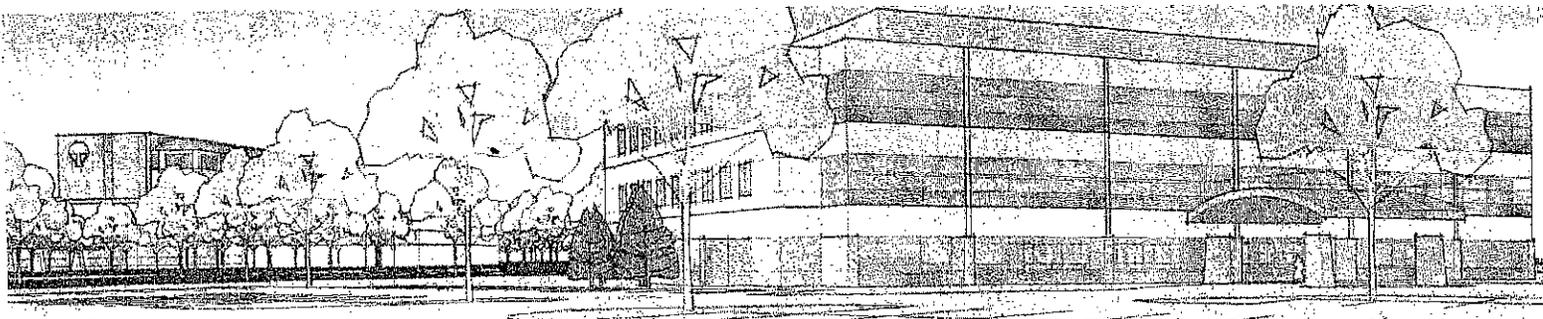
# Wheaton Franciscan Healthcare

## Franklin Medical Office Building

Franklin Planning Commission Submittal

Advisory Review 25 June 2012

Updated for 19 July 2012 Review (updated text is underlined)



## **Project Team**

### **Owner:**

Ron Boecker  
Vice President – Construction and Facility Services  
Wheaton Franciscan Healthcare  
414/ 465-3122

### **Architect:**

Rob Beisenstein  
Eppstein Uhen Architects  
414/291-8145

### **Civil Engineering:**

Jim Joehnk  
Joehnk Engineering Group  
414/331-9019

### **Landscape Architect:**

Erik Schmitt  
GRAEF  
414/266-9178

### **Lighting Design:**

Tim Larson  
Geiger Larson Engineering  
414/271-1432

## Table of Contents

### 1. Project Narrative

### 2. Response to City of Franklin Staff Comments

### 3. Exhibits

#### a. Plans:

C1.0 Existing Topographic Survey

C2.0 Preliminary Site Plan

C3.0 Preliminary Grading and Erosion Control Plan

C4.0 Preliminary Utility Plan

C5.0 Preliminary Civil Details

C5.1 Preliminary Civil Details

L100 Landscape Plan

A111 Schematic Floor Plans

A211 Schematic Elevations

A212 Schematic Exterior Imagery

ESL100 Site Lighting Plan

#### b. Medical Complex Conceptual Master Plan

#### c. Soils Report Summary – pages 2-12 from PSI Geotechnical Engineering Report dated 21 June 2012

#### d. Natural Resource Protection Plan

#### e. Site Intensity and Capacity Calculations

#### f. South 27<sup>th</sup> Street Overlay Design Standards Waiver Request

## Project Narrative

Based on recent growth and consumer demand, Wheaton Franciscan Healthcare proposes to construct a three-story, 64,800 square-foot Medical Office Building (MOB) on property it currently owns, at 9969 S. 27<sup>th</sup> St. The MOB and related improvements will be constructed on the southeast corner of the 28-acre lot.

The physician offices that are currently located within the hospital will move to the MOB to offer greater accessibility to patients. This will free up space in the hospital for the expansion of services to meet the needs of the community. From emergency services to interventional diagnostics, surgery, ICU, inpatient care and now premiere physician office space, the Wheaton Franciscan Healthcare – Franklin campus will provide comprehensive healthcare in one convenient location close to home for Franklin residents.

The Franklin campus is also home to Midwest Orthopedic Specialty Hospital (MOSH), a 16-bed premiere hospital that is a leader in providing technologically advanced orthopedic procedures and quality patient outcomes with 24 board certified orthopedic surgeons on staff. MOSH serves not just Franklin residents, but is recognized as a destination health facility in the Midwest and even internationally.

Development of the MOB is the first of four expansion phases planned for Wheaton Franciscan Healthcare - Franklin. This campus is the "flagship" of the Wheaton Franciscan Healthcare system and is intended to be a leading comprehensive hospital/health complex for southeast Wisconsin and beyond.

The anticipated construction cost of the new MOB is estimated to be \$11,000,000. This amount is in addition to design, land cost, and medical equipment. General Counsel representing both the City of Franklin and Wheaton Franciscan Healthcare are currently engaged in meaningful discussions to define what the financial impact will be to the City of Franklin. This information will be made available at the completion of those discussions.

With respect to the schedule, Wheaton Franciscan Healthcare – Franklin is seeking an occupancy date of June 2013. This will require the project to be on a fast track construction process. Total construction is anticipated to require approximately 10 months. Wheaton Franciscan Healthcare-Franklin would like to apply for a Site Disturbance Permit in July 2012 and the Building Permit in August of 2012.

The new MOB will typically be open Monday through Friday from 7:00 AM to 5:00 PM and will employ 90 – 100 employees.

Wheaton Franciscan Healthcare comments in response to the  
City of Franklin Staff comments received on June 19, 2012 as follows:

## **Unified Development Ordinance (UDO) Requirements**

### **Site Plan**

1. Please indicate the owner's and/or developer's name and address on the site plan per Section 15-7.0103-B of the Unified Development Ordinance (UDO).
  - **Noted on plans:**  
**Wheaton Franciscan Healthcare Franklin, Inc.**  
**9969 South 27<sup>th</sup> Street Franklin, WI 53132**
2. Please indicate the architect's name, address and seal on the site plan per Section 15-7.0103-C of the UDO.
  - **Noted on plan:**  
**Eppstein Uhen Architects**  
**333 East Chicago Street**  
**Milwaukee, WI 53202**
3. Please remember to indicate all dates of revision per Section 15-7.0103-D of the UDO.
  - **Noted on plan:**  
**Submittal Date: 25 June 2012**
4. Please indicate the site size in square feet and/or acres on the Site Plan per Section 15-7.0103-E of the UDO.
  - **Noted on plan:**  
**1,227,311SF**  
**29.1752 Acres**
5. If the proposed business will require further grading, please indicate the proposed topography (grades) (2' intervals) on the site plan per Section 15-7.0103-F of the UDO.
  - **The entire 28 acre parcel had a topographical survey completed by Joehnk Engineering Group on May 19, 2012. The contour interval for the mapping is shown at 1 foot intervals. Please see sheet C1.0**
  - **The proposed Grading Plan for the MOB has been drawn showing 1 foot contour intervals and is shown in sheet C3.0**
6. Please provide soils data as required by Section 15-7.0103-G of the UDO.
  - **Included in this submittal is a copy of the geotechnical engineering services report prepared by Professional Services Industries, Inc. and issued on June 21, 2012. Please see Exhibit C – Soils Report Summary**
7. Please indicate the number of off-street parking spaces, loading areas, drives, curb cuts, and vehicular ingress and egress locations to the site. Since the proposed development abuts an existing highway, as identified in the City of Franklin Comprehensive Master Plan, all driveway locations of all adjoining properties within two hundred (200) feet of the site shall be graphically indicated and dimensioned (with distances and widths noted) on the Site Plan per Section 15-7.0103-H of the UDO.
  - **Please see Site Plan Sheet C2.0**

8. Please show the type, size and location of all structures and signs with all building and sign dimensions according to Section 15-7.0103-I of the UDO.
  - **Noted on Plan**
9. Please indicate the building height for both principal and accessory buildings, expressed in both feet and stories, on the site plan per Section 15-7.0103-J of the UDO.
  - **Noted on Plan:**  
**44 feet - 3 Stories**
10. Please indicate the width of all right-of-ways and label "ROW" as required by Section 15-7.0103-L of the UDO.
  - **Noted on Plans**  
**STH '241' / South 27<sup>th</sup> Street – Full ROW width is 160 feet.**  
**Wheaton Way – Full ROW width at the throat is 120 feet and the round-a-bout diameter is 160 feet**
11. Please graphically indicate and dimension all required setbacks, and building lines on the Site Plan per Section 15-7.0103-M of the UDO. The property is zoned B-7 South 27<sup>th</sup> Street Mixed Use Office District and has the following setbacks:
  - a. Minimum setback abutting a public street: 50 feet
  - b. Minimum setback abutting a private street: 40 feet
  - c. Minimum setback abutting a lot line: 30 feet
  - **Noted on Plans**
12. Please indicate all existing and general location of proposed sanitary sewers, storm sewers (including direction of flow), water mains and fire hydrants on the Site Plan per Section 15-7.0103-O of the UDO. All locations for the proposed connections and the proposed elevations of said connections to such utilities shall be indicated on the Site Plan.
  - **Noted on Plans**  
**The Franklin MOB will tie into existing public sanitary sewer and water located in Wheaton Way and the private storm sewer system will be installed as shown on Sheet C4.0. The Water will be located in a 20' wide easement that will extend on private property from the Wheaton Way ROW to the furthest extent of the site fire supply/hydrant system.**
13. Please submit a Storm Water Management Plan per Section 15-7.0103-P of the UDO. This plan should include the location of any proposed storm water management facilities, including detention/retention areas and the submission of storm water calculations which justify the stormwater detention/retention area(s). Please note, an applicant may elect to only file a preliminary stormwater management plan generally depicting the stormwater drainage and facilities for the site at the time of Site Plan Review Application filing, with the later the later submission of a Stormwater Management Plan as defined in Section 15- 8.0605(44) of the UDO to be a condition of any final Application approval.
  - **All SWM work related to water quality and water quantity issues will be in accordance with the City of Franklin, MMSD, and State of Wisconsin Administrative Code NR 151 and NR 216, where applicable. The stormwater management detention facility located immediately east of the Franklin MOB parking lot has been preliminarily sized to accommodate approximately the southern 21 acres of the 28 acre parcel in a fully**

developed condition base on the Conceptual Master Plan. This detention facility will be designed to assure that the peak discharge generated will not exceed the most restrictive MMSD or City standards. Since only an approximate 10 acres will be disturbed as part of the Franklin MOB development at this time, the detention facility will be over-sized until future development occurs on the remaining 11 acres of the proposed drainage basin. A Stormwater Management Plan Analysis/Report will be prepared that includes the complete 28 acre Master Plan and will be submitted early in the design stage.

14. Please submit a Natural Resource Protection Plan as required per Section 15- 7.0103-Q of the UDO. If there are no natural resources to be protected, please submit a letter from a qualified natural resource specialist stating that no natural resources require protection. There are two City of Franklin consultants that can provide such a letter, BHE Environmental (formerly Cedarburg Science, LLC) and Graef.
  - **BHE Environmental has been engaged to evaluate the site and prepare a Natural Resource Protection Plan for the parcel paying particular attention to the areas anticipated for disturbance as part of the Franklin MOB construction. The NRPP will be submitted with the SWM Plan documents.**
15. Please provide a Landscape Plan meeting the requirements of Division 15-7.0300 of the UDO per Section 15-7.0103(R) of the UDO. Please note, an applicant may elect to only file a preliminary landscape plan generally depicting the landscaping for the site at the time of Site Plan Review Application filing, with the later submission of a Landscape Plan to be a condition of final Application approval, except where the Department of City Development requires the submittal of a Landscape Plan with the Application or the Plan Commission requires the Landscape Plan submission during its review of the Application, upon determination that same is reasonably necessary in order to properly review the visual impacts of the proposed development. Staff prefers the submission of a detailed Landscape Plan meeting the requirements of Division 15-3.0700 of the UDO as it would allow staff to properly review the visual impacts of the proposed medical office building development to the adjacent single-family residential subdivision. However, if a preliminary landscape plan is submitted, then staff recommends it minimally consist of landscaped areas, total quantity of plantings to be provided and bufferyards.
  - **Please see Preliminary Landscape Plan sheet L100**
16. Please submit site intensity and capacity calculations as required by Section 15- 7.0103-S of the UDO. Attached please find the site intensity and capacity calculation worksheets.
  - **Please see Exhibit E – Site Intensity and Capacity Calculations**
17. Please illustrate on the site plan all proposed and existing pedestrian sidewalks and walkways per Section 15-7.0103-T of the UDO.
  - **Please see Landscape Plan Sheet L100**
18. Please provide a graphic outline of any planned development staging or phasing per Section 15-7.0103-U of the UDO. There are currently three other building pads (Future Development Sites) indicated on the Medical Campus Plan and Medical Campus Master Plan Aerial View and the Project Narrative references this proposed medical office building as the first of four expansion phases.

- **Please see Medical Complex Conceptual Master Plan Exhibit B**
19. Please submit architectural plans/elevations per Section 15-7.0103-V of the UDO. These drawings should illustrate the design, character, materials, and dimensions of all proposed structures.
    - **Please see Sheets A111, A211, A212**
  20. Please provide a Lighting Plan which meets the lighting regulations set forth in Division 15-4.0400 of the UDO per Section 15-7.0103(W) of the UDO. Please note an applicant may elect to only file a preliminary lighting plan generally depicting the lighting for a site at the time of Site Plan Review Application filing.
    - **Please see Sheet ESL100**
  21. Please show all existing and proposed easements and their locations on the site plan per Section 15-7.0103-X of the UDO. This includes natural resource protection and mitigation area easements, landscape easements, access easements, utility easements and all other easements.
    - **Please see Sheet C2.0**
  22. Please indicate the existing zoning of the property on the Site Plan per Section 15-7.0103-Z of the UDO.
    - **Please see Sheet C2.0**
  23. Please provide a written project summary for the proposed development per Section 15-7.0103-CC of the UDO. The project summary should include fiscal impact upon the City of Franklin, operational information, building schedule, and estimate of project value, including all site improvement costs. This information may be provided in a revised Project Narrative.
    - **The Project Narrative has been updated to provide as much information that is available at this time. Future submittals to include specifics in regards to fiscal impact upon City of Franklin.**

## Staff Recommendations

### Site Plan

24. Generally, staff has concerns with the level of details provided in the initial Special Use Application submittal. If a detailed plan submittal is provided prior to the July 5<sup>th</sup>, 2012, Plan Commission meeting, that may not allow staff sufficient time to conduct a full and thorough review of those plans before the meeting.
  - **Wheaton Franciscan Healthcare acknowledges that the Special Use Application submitted on June 13<sup>th</sup> illustrated limited detail. A substantial amount of additional detail has been included in this submittal and the intent is to provide greater detail in future submittals.**
25. Please indicate the required vision triangle at the intersection of Wheaton Way and South 27<sup>th</sup> Street (U.S.H. 241) on the Site Plan. Please note that Section 15- 5.0201 of the UDO states that no additional visual obstructions shall be permitted, unless the obstruction is less than 2.5 feet (30 inches) high.
  - **Please see Sheet C2.0**

26. The Site Plan indicates a 60,000 square foot medical office building, while the project narrative states the building will be 64,800 square feet. Please reconcile these two numbers.
- **Building area is designed as 64,800 square feet.**

### Landscape Plan

27. Please indicate all landscape bufferyard easements graphically per Section 15- 7.0301-F of the Unified Development Ordinance (UDO). A landscape bufferyard is required along the western property boundary adjacent to the Hidden Oaks Subdivision. Please see Section 15-5.0302 of the UDO for bufferyard requirements.
- **Please see Landscape Plan L100 and Topography Survey C1.0**  
**Given the distant location of the proposed building on the 28 acre site, the fact that the existing grade places the new building 10 feet below adjacent residential property grade level (and therefore the visibility of parking areas are effectively concealed), and the intention to continue farming operations after building completion – Wheaton intends to fully execute the landscape buffer at a future date when the western half of the 28 acre parcel is developed.**
28. Please provide a Central Area/Feature per Section 15-3.0353-G of the UDO. According to this section; each development which contains a building over fifty thousand (50,000) square feet in area shall provide central area(s) or feature(s) such as a patio/seating area, pedestrian plaza with benches, outdoor playground area, water feature, and/or other such deliberately designated areas or focal points that adequately enhance the development or community.
- **Please see Landscape Plan L100**  
**A landscaped seating area is placed at the site's most accessible location – adjacent to the intersection of the existing public Wheaton Way sidewalk and new connecting pathway to the Medical Office Building.**
- Staff recommends the applicant submit a detailed Landscape Plan, which meets the requirements set forth in Division 15-5.0300 of the Unified Development Ordinance for Plan Commission review and approval prior to issuance of a building permit.
- **See Landscape Plan L100**

### Natural Resource Protection Plan

29. Please provide a Natural Resource Protection Plan meeting the requirements of Division 15-4.0100 and Division 15-7.0200 of the Unified Development Ordinance.
- **An executed Natural Resource Protection Plan Consultant Information form is included in this submittal. See Exhibit D. A NRPP will be forthcoming.**
30. A note on Certified Survey Map No. states, "The natural resource features identified herein are not based upon field surveys. In the event of further land division or development of a parcel herein with any such natural resource feature, a complete Natural Resource Protection Plan (NRPP) with field surveys is required for said parcel.

- The City Regulated Natural Resources is known to exist along the north property line and possibly the far northeast corner of the 28 acre parcel. These protected Natural Resources are well beyond the limits of disturbance for the Franklin MOB project. It is understood that when future phases of development occur closer to these protected Natural Resources, a more thorough identification, tagging and survey location evaluation will be necessary.

31. Please fill out, sign and return the attached Natural Resource Protection Plan Consultant Information form with your re-submittal.

- An executed Natural Resource Protection Plan Consultant Information form is included in this submittal. See Exhibit D – Natural Resources Protection Plan

### Parking

32. According to Section 15-3.0352-A of the Unified Development Ordinance (UDO) not more than fifty (50) percent of the off-street parking spaces shall be located directly between the front façade of the building and the public street.

- Please see Site Plan Sheet C2.0. Of the 306 parkings stalls on site, only 46 stalls are placed directly between the building and the street.

33. Please indicate the number and size of parking stalls on site plan. The UDO requires that parking stalls are at least 9 feet wide and 180 square feet in area.

- Please see Site Plan Sheet C2.0. Parking stall dimensions equal 9 feet X 20 feet, with 25 foot drive aisles.

34. Section 15-5.0203 of the UDO defines requirements for off-street parking. Ordinance No. 2011-2043 amended this section of the ordinance to reduce the minimum parking requirements and address queuing requirements. Per this ordinance medical office is required to provide a minimum of 6.5 spaces per 1,000 square feet of Gross Floor Area, plus six (6) queuing spaces. Based on this calculation, a 64,800 square foot medical office building would be required to provide a minimum of 423 off-street parking spaces.

- Please see Design Waiver Request Exhibit F.  
The parking lot capacity has been designed to a common industry-wide medical office building standard of 5 stalls/1000nsf. The resulting parking count was confirmed as sufficient based on Wheaton Franciscan peak parking study. Furthermore, as is the case at the Hospital, valet parking will be made available to visitors – so any overflow can be easily accommodated within other parking areas on the Hospital grounds.

35. According to Section 15-3.0352-C (2) of the UDO, If a parking reduction is requested for any reason other than shared parking, technical documentation shall be furnished by the applicant during the site plan review process to indicate, to the satisfaction of the Plan Commission, that actual off-street parking demand for that particular use is less than the required amount or that sufficient on-street parking is available in the area.

- See #34 above.

36. Please designate the appropriate number of handicapped parking stalls to comply with the Americans with Disabilities Act (ADA) guidelines for buildings and facilities as documented in the Federal Register, Vol. 56, No. 144, July 26, 1991, as amended, required by Section 15-

2.0103(A)(6) and Table 15-5.0202(I)(1). For a parking lot containing 201-300 off-street parking spaces, the minimum required number of accessible off-street parking spaces is seven (7).

- **Please see Site Plan Sheet C2.0**  
**(8) handicap stalls are designated**

37. Staff recommends adding walkways within the parking lot to allow safe pedestrian access to the building entrance and to connect the site to South 27<sup>th</sup> Street, and the Wheaton Franciscan Healthcare-Franklin Hospital via Wheaton Way. Walkways shall be designed with amenities (colored pavers or textured concrete), lighting (see lighting discussion below) and furnishings to create a pedestrian-friendly character.

- **Please see Landscape Plan L100.**  
**Connecting walkways have been designed to link the Medical Office Building to the existing sidewalk along Wheaton Way.**

#### **Architectural**

38. Staff recommends the architecture of the proposed medical office building meet the design standards for non-residential buildings [greater than 20,000 square feet in area] per Section 15-3.0355-C of the Unified Development Ordinance (UDO).

- **Please see Design Waiver Request Exhibit F.**

39. Please provide full sized colored elevations for all four (4) sides of the proposed medical office building. The elevations should include any roof top or ground mechanical equipment, so Staff can appropriately evaluate the proposed locations and aesthetics to ensure they are in compliance with Section 15-3.0803.E.

- **Please see Exterior Elevations Sheet A211**

40. Please provide a material sample board along with your Plan Commission submittal.

- **Material Samples are included.**

41. Provide a materials legend for all of the materials used on the exterior of the proposed medical office building.

- **Please see Exterior Elevations Sheet A211**

42. Please provide floor plans for the proposed building(s) to allow Staff to better analyze the exterior architectural design.

- **Please see Floor Plans Sheet A111**

#### **Snow Storage Plan**

43. Please provide a Snow Storage Plan in accordance with Section 15-5.0210 of the UDO.

- **Please see Landscape Plan L100**

#### **Pedestrian Plan**

44. Please provide pedestrian amenities such as trash receptacles, outdoor seating/benches, bike rack, pedestrian lighting and landscaping (e.g. movable planters of annual flowers) per Section 15-3.0353-C of the Unified Development Ordinance. Please illustrate these items on the site plan and provide cut sheets or sample photos for Plan Commission review.

- **Please see Landscape Plan L100**

45. The proposed private street should include a sidewalk connection from the proposed medical office building to the existing sidewalk along Wheaton Way.

- **Please see Landscape Plan L100, Preliminary Site Plan C2.0**

### Sign Plan

46. At this time, any proposed signage would be subject to review and approval by City of Franklin Architectural Review Board and issuance of a Sign Permit by the City of Franklin Building Inspection Department. Please contact the Building Inspection Department at 414-425-0084 for the approval process and any required applications, if signage is proposed.
- **Site signage will be included in future submittal.**
47. If any signage is shown on the revised plan submittal, including monument signs shown on the site and landscape plans and wall signs illustrated on the building elevations, then staff recommends adding a note which reads, "Signs are shown for reference only and require separate review and approval by the Architectural Review Board and issuance of a Sign Permit by the Building Inspection Department".
- **Site signage will be included in future submittal.**

### Dumpster Plan

48. Refuse containers shall be fully concealed from on-site and off-site ground level views, with materials identical to those used on the building exterior per Section 15-3.0355-C (9). Loading docks shall be completely screened from surrounding roads and properties. Said screening may be accomplished through loading areas internal to buildings, screen walls which match the building exterior in materials and design, fully opaque landscaping at time of planting, or combinations of the above. Gates and fencing may be used for security access, but not for screening, and shall be of high aesthetic quality.
- **Please see Landscape Plan L100, Exterior Elevations A211**  
**A landscape island has been added to the adjacent parking lot between the refuse container area and 27<sup>th</sup> street. This combined with landscaping on the property line we believe adequately screens the refuse container enclosure from 27<sup>th</sup> street. Landscaping along the South side of the enclosure screens it from Wheaton Way. The additional landscape buffers we believe are in compliance with the intentions of Section 15-3.0355-C(9)**

### Project Narrative

49. As part of your project narrative, please provide a project summary which includes the fiscal impact of your development upon the City of Franklin, operational information, a building schedule, and an estimate of the total project value, including all site improvement costs.
- **The Project Narrative has been updated to provide as much information that is available at this time. Future submittals to include specifics in regards to fiscal impact upon City of Franklin.**
50. If you are requesting a parking reduction for this proposed development, then please include this request in a revised Project Narrative.
- **Please see Design Waiver Request Exhibit F.**

### Cross-Access

51. On your Building Concept Design Plans, please indicate cross access to the Big Bang, LLC property to the north of the 9969 South 27<sup>th</sup> Street property (9851 South 27<sup>th</sup> Street), which is zoned B-4 South 27<sup>th</sup> Street Mixed Use Commercial District.
- **Noted on Exhibit B - Medical Complex Conceptual Master Plan**

### Other

52. As your proposed development involves the construction of a new principal building, the South 27<sup>th</sup> Street Overlay Design Standards found in Division 15- 3.0350 of the UDO apply. Staff recommends compliance with these standards. If your proposed development is not meeting any of these standards, then you must submit a written request for a waiver from each specific standard.

- **Please see Design Waiver Request Exhibit F.**

53. Please submit a response to the General Standards for Special Uses found in Section 15-3.0701 of the City of Franklin Unified Development Ordinance (attached). This is a requirement of the City of Franklin Special Use Application.

- **It is Wheaton Franciscan Healthcare's intent to comply with the General Standards of the Unified Development Agreement.**

### **Engineering Staff Comments**

54. The Franklin Engineering Department has reviewed this Special Use request and has the following comments:

1. Future submittals shall include the proposed site utility plans designed per Franklin specifications.
  2. Site utility easements may be required.
  3. A site grading plan and erosion control plan will be required.
  4. The storm water management facility design and capacity requirements will be reviewed by the City's consultant.
- **The following preliminary plans and reports are submitted for City of Franklin Engineering Department Review:**
    - **C1.0 – Existing Topographic Survey**
    - **C2.0 – Preliminary Site Plan**
    - **C3.0 – Preliminary Grading and Erosion Control Plan**
    - **C4.0 – Preliminary Utility Plan (includes Future Watermain and Fire/Hydrants Easement)**
    - **C5.0 – Preliminary Details**
    - **C5.1 – Preliminary Details**
    - **Stormwater Management Report (submitted in early design)**
    - **Natural Resources Protection Plan (submitted in early design)**

### **Police Department Staff Comments**

55. The Franklin Police Department has no police issues/concerns with the special use application to construct a three (3) story Medical Office Building at 9969 S. 27<sup>th</sup> St. on the property currently owned by Wheaton Franciscan Healthcare.

### **Plan Commission Comments July 5th**

#### **Traffic Analysis**

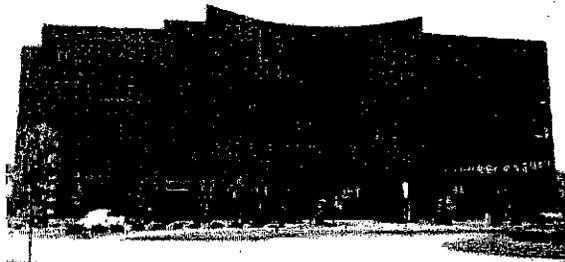
1. Section 15-3.0355C. (10) states, "prior to development approval, the applicant's traffic engineer shall complete and present a traffic impact analysis following Wisconsin Department of Transportation guidelines." Therefore, *staff recommends the applicant submit a traffic*

impact analysis prepared by a qualified traffic engineer, to the Engineering Department for review and approval prior to the issuance of a building permit.

- **In accordance with the TIA Summary from the January, 2006 report, we have not developed a Level of Service (LOS) that would require the need for traffic signalization. Per the summary, suitable storage lanes were designed into the current intersection for both Wheaton Way and the opposite Corporate Drive to accomodate peak traffic conditions for a 2019 buildout. Also, not enough development buildout of the Wheaton Franklin Hospital campus and the north Wheaton 28 Acre campus (originally anticipated for Retail) has occurred to justify a different LOS depicted in the 2019 plan. Therefore, no signilization should be required at this time.**

#### **Architecture**

2. Staff recommends the applicant submit a Natural Resource Protection Plan, which meets the requirements set forth in Divisions 15-4.0100 and 15-7.0200 of the Unified Development Ordinance, to the Department of City Development for review by the City's third party consultant and approval by staff prior to issuance of a fill/soils disturbing permit and/or building permit.
  - **BHE Environmental has been engaged to evaluate the site and prepare a Natural Resource Protection Plan for the parcel paying particular attention to the areas anticipated for disturbance as part of the Franklin MOB construction. The NRPP will be submitted with the SWM Plan documents.**
3. Staff recommends the applicant obtain a waiver or revise the building elevations to be substantially consistent with Section 15-3.0355C (5) of the South 27th Street Design Overlay District standards.
  - **"Façade articulation" is not specifically defined in the standards or UDO. Based on our reading of the South 27th Street Design Standards, we interpret "actual façade protrusions or recesses" for office buildings as footprint changes – as seen in the example of "preferred office building" – page 31 of the South 27th Street Design Standards:**



Example of a preferred office building as indicated by the public during the Visual Preference Survey for 27th Street. See Appendix.

This example breaks the building mass down by stepping the floorplan at corners and by pushing and/or pulling a bay or two at longer elevations. Our proposed building employs an identical design strategy. This is a very useful and effective design approach to soften office/medical office buildings while maintaining an efficient floorplan.

Exterior stone has been added at the first level and the canopy piers to enhance the public entrance of the building.

- Please see Design Waiver Request Exhibit F.
4. *Staff recommends the applicant obtain a waiver or revise the dumpster storage area to be substantially consistent with Section 15-3.0355C (9) of the South 27th Street Design Overlay District standards.*
    - See #48 above
  5. *Staff recommends the applicant submit a detailed stormwater management plan, meeting the requirements set forth in Division 15-8.0600 of the Unified Development Ordinance, to the Engineering Department for review and approval prior to issuance of a building permit.*
    - See #13 above
  6. *Staff recommends the applicant submit a detailed Lighting Plan, which meets the lighting regulations set forth in Division 15-5.0400 of the Unified Development Ordinance, to the Department of City Development for review and approval by staff prior to issuance of a building permit.*
    - See Sheet ESL100
  7. *Staff recommends the applicant submit a detailed Landscape Plan, which meets the requirements set forth in Division 15-5.0300 of the Unified Development Ordinance for Plan Commission review and approval prior to issuance of a building permit.*
    - See Sheet L100



# Wheaton Franciscan Healthcare

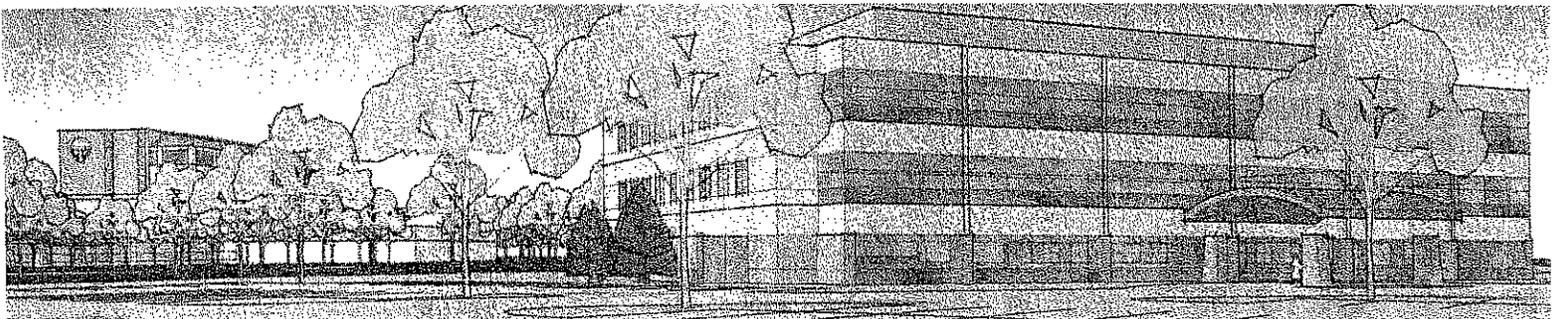
## Franklin Medical Office Building

Franklin Planning Commission Submittal  
Advisory Review 25 June 2012  
Updated for 19 July 2012 Review (changes are clouded)

### Exhibit C

### Soils Report Summary

Excerpted from PSI Inc Geotechnical Engineering Report  
dated 21 June 2012



The following table lists the structural loads and site features that are required for or are the design basis for the conclusions contained in this report:

STRUCTURAL LOAD/PROPERTY	REQUIREMENT/DESIGN BASIS	
<b>BUILDING</b>		
Maximum Column Loads	300 kips	B
Maximum Wall Loads	3 kips per lineal foot (klf)	B
Finished Floor Elevation and Style	At or Near Existing Grade/Slab-on-Grade	B
Maximum Floor Loads and Size	125 pounds per square foot (psf)/ Concentrated loads under 2 square feet	B
Settlement Tolerances	1-inch total; 3/4-inch differential between adjacent columns	B
<b>PAVEMENTS</b>		
Pavement 18-kip ESAL (cycle & duration)- using standard pick up (3/4 ton) truck snow plow equipment*	Light Duty – 30,000 ESAL; with a life expectancy of 20 years	B
Pavement 18-kip ESAL (cycle & duration)- using standard pick-up truck snow plow equipment*	Heavy Duty – 60,000 ESAL; with a life expectancy of 20 years	B
<b>GRADING</b>		
Planned Grade Variations at Surface of Site in Building Pad Area	4± feet of cut/fill	B
Planned Grade Variations at Surface of Site in Paved Areas	4± feet of cut/fill	B
Planned Grade Variations at Surface of Site in Pond Area	Up to 10± feet of cut	B

R = Reported to PSI

B = Report has been prepared based on this parameter or loading in the absence of client

The geotechnical recommendations presented in this report are based on the available project information, building location, and the subsurface materials described in this report. If the noted information is incorrect, please inform PSI in writing so that we may amend the recommendations presented in this report if appropriate and if desired by the client. PSI will not be responsible for the implementation of its recommendations when it is not notified of changes in the project.

#### Purpose and Scope of Services

The purpose of this study was to explore the subsurface conditions at the site and develop geotechnical design criteria regarding foundations, floor slabs, pavements and ponds for the proposed project. Subgrade preparation recommendations and construction considerations are also provided. PSI's scope of services included drilling a total of nine soil test borings, select laboratory testing, and preparation of this geotechnical report. This report includes the following:

**EXHIBIT C**

- descriptions of the soil and groundwater conditions at the boring locations;
- a summary of the laboratory test results as they relate to the proposed site development;
- site preparation information including placement and compaction of engineered fill, control of groundwater, and improvement of unstable soil;
- foundation design recommendations including foundation type, allowable bearing pressures, minimum foundation depths, estimated depths of suitable bearing soil, and estimated settlements;
- recommendations for design and construction of slabs on grade and exterior pavement including modulus of subgrade reaction values and vapor retarder recommendations;
- IBC 2006 seismic site classification and values of site coefficients  $F_a$  and  $F_v$  based on section 1613.5.2 and 1613.5.5 and;
- recommendations for pavement design and construction including recommended pavement section thicknesses;
- Soil Evaluation Forms for Storm systems in accordance with Comm 85, and 82.365 Wisconsin Administrative Code including the subsurface soil profile classified according to Horizon, Depth, Dominant Color Munsell, Redox Description (Quantity, Size, Contrast and Color), Texture, Structure (Grade, Size, Shape), Consistence, Boundary and Roots in accordance with the United States Department of Agriculture (USDA) Field Book for Describing and Sampling Soils, Version 2, September 2002;
- estimates of seasonal high groundwater table, bedrock depths, and estimates of infiltration rates according to DNR Code 1002 and NRCS;
- recommendations for design and construction of stormwater ponds;
- information relating to other observed geotechnical conditions that could impact the proposed development.

The scope of services did not include an environmental assessment for determining the presence or absence of wetlands, or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air on or below, or around this site. Any statements in this report or on the boring logs regarding odors, colors, and unusual or suspicious items or conditions are strictly for informational purposes.

## **SITE AND SUBSURFACE CONDITIONS**

### **Site Location and Description**

The project site is located near the northwest corner of South 27<sup>th</sup> Street and Wheaton Way in Franklin, Wisconsin. The project site is bound by South 27<sup>th</sup> Street to the east, Wheaton Way to the south, and vacant land to the north and west. The Latitude and Longitude for the site is approximately 42.862601°N and 87.953483°W, respectively.

The site topography is relatively flat, with grades varying from 726 feet (MSL) near the southwest corner of the site, to 720 feet (MSL) near the northeast corner of the site. The lot is currently grass covered and vacant.

## Subsurface Conditions

The subsurface conditions were explored with nine soil test borings (B-1 through B-9). Borings B-1 through B-6 was completed within the footprint of the proposed building to a depth of approximately 30 feet below grade. Boring B-7 was completed within the proposed detention pond area to a depth of approximately 20 feet below grade. The remaining two borings (B-8 and B-9) were completed within the proposed parking lot area to a depth of approximately 10 feet below grade. The attached boring location plan shows the locations of the borings. The surface elevations at the boring locations were determined by plotting the borings on a topographic survey map. Boring elevations should be considered accurate to within about one foot. The borings were advanced utilizing hollow stem auger drilling methods and soil samples were routinely obtained during the drilling process. Drilling and sampling techniques were accomplished generally in accordance with ASTM procedures.

Representative soil samples were obtained from the soil borings and were returned to PSI's laboratory where they were visually classified using the Unified Soil Classification System (USCS) as a guideline. Further, PSI conducted limited laboratory testing on select soil samples to aid in identifying and describing the physical characteristics of the soils and to aid in defining the site soil stratigraphy. The results of the field exploration and laboratory tests were used in PSI's engineering analysis and in the formulation of our engineering recommendations.

The subsurface conditions generally consisted of 4± to 10± inches of surficial topsoil underlain by native lean clay to the depth of the borings. It should be noted, however, that the topsoil near Boring B-9 was observed to be approximately 24 inches thick. The native lean clay soils were typically observed in a moist condition, with moisture contents in the range of 13% to 26%. It should be noted that higher moisture contents were observed within the upper five feet at Boring B-9. The upper five feet at Borings B-8 and B-9 were observed in a **very moist** condition, with a moisture content of 22% to 26%. Pocket penetrometer values of the clay samples tested varied from 1½ to 4½ tons per square foot (tsf), indicating stiff to hard soil consistencies.

Within Borings B-2 and B-6, relatively thin (approximately 3 feet thick) layers of native silt and sand soils were observed within the predominately lean clay matrix. The layers of silt and sand soils were observed in a wet condition, with moisture contents of 21%. The "N-Values" within the non-cohesive sand and silt layers were observed in the range of 12 to 28 blows per foot (bpf), indicating a medium relative soil density.

The above subsurface description is of a generalized nature to highlight the major subsurface stratification features and material characteristics. The boring logs included in the appendix should be reviewed for specific information at individual boring locations. These records include soil descriptions, stratifications, penetration resistances, locations of the samples and laboratory test data. The stratifications shown on the boring logs represent the conditions only at the actual boring locations. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual. Water level information obtained during field

operations is also shown on these boring logs. The samples that were not discarded during classification or altered by laboratory testing will be retained for 60 days from the date of this report and then will be discarded.

### Groundwater Information

At Borings B-2, B-3, B-4, B-6 and B-8, groundwater was observed at depths varying from 8½ feet to 18 ½ feet below existing ground surface. It was evident that the groundwater observed is in a perched condition, being held within the more permeable sand and silt soils by the underlying less permeable clay soils. Due to the presence of clay soils at this site, which exhibit relatively low permeability characteristics, longer observation times (not included in PSI's project work scope) are typically required in order to accurately determine the subsurface static water level for these soil types. However, in fine-grained soils, the depth of the soil color change from brown to gray can be an indicator of the prevailing groundwater level. Above the prevailing groundwater level, fine-grained soils oxidize to a brown color. At this site, the transition from brown to gray occurred at approximately 8 to 12 feet below existing ground surface. Fluctuations in the groundwater level should be anticipated throughout the year depending on variations in climatological conditions and other factors not apparent at the time the Borings were performed. The possibility of groundwater level fluctuation and perched water conditions should be considered when developing the design and construction plans for the project.

## EVALUATION AND RECOMMENDATIONS

### Geotechnical Discussion

There is one primary geotechnical related concern at this site, which will mainly affect earthwork operations for this project. The following summarizes this concern:

- 1) It should be anticipated that the near surface soils will be in a very moist or wet condition upon stripping topsoil and will therefore require drying time to regain stability.***

The process of drying these soils can be accelerated by mechanical means such as disking. Care should be taken that while these soils are in a very moist condition that construction traffic be limited or not allowed in order to maintain a stable working platform. Similar drying procedures should be used after precipitation events as well.

It is likely that the near surface very moist clay soils near Borings B-8 and B-9 will be unstable due to relatively high moisture contents. It should be anticipated that once these soils have been exposed, multiple days of scarification, drying and eventual recompaction of these soils will be required to regain stability. Construction during drier and warmer times of the year are required in order to use this stabilization technique. If construction is planned for cooler and wetter times of the year, chemical stabilization may be required in lieu of scarification and drying.

The following geotechnical related recommendations have been developed on the basis of the subsurface conditions encountered and our understanding of the proposed development. Should changes in the project criteria occur, a review must be made by PSI to determine if modification to our recommendations will be required.

### Site Preparation

PSI recommends that the surficial vegetation, root bulbs, frozen soil, topsoil and unsuitable bearing or excessively wet and soft soils within the construction areas be stripped from within and to a minimum of 10 feet beyond the building and pavement areas. The thickness of the topsoil was observed to be between 4 and 24 inches, but may be thicker between the boring locations.

Following the stripping of the materials as described above, the subgrade should be proofrolled. The proofroll should be conducted prior to placement of new fill to raise site grades. Proofrolling should be performed with a fully-loaded tandem axle dump truck or rubber tired vehicle of similar size and weight, typically 9 tons/axle, where cohesive soils are encountered, or with a smooth drummed vibratory roller where granular soils are present. Soils that are observed to rut or deflect excessively under the moving load (typically > 1") should be undercut and replaced with properly compacted engineered fill. The proofrolling and undercutting activities should be documented by a representative of a qualified geotechnical engineer and should be performed during a period of dry weather.

It is likely that the near surface very moist clay soils near Borings B-8 and B-9 will be unstable due to relatively high moisture contents. It should be anticipated that once these soils have been exposed, multiple days of scarification, drying and eventual recompaction of these soils will be required to regain stability. Construction during drier and warmer times of the year are required in order to use this stabilization technique. If construction is planned for cooler and wetter times of the year, chemical stabilization may be required in lieu of scarification and drying.

Based upon results of borings, the underlying clay soils throughout the site are expected to be extremely moisture susceptible. Given the sensitivity of these soils the action of construction traffic will likely cause these soils to become unstable during proofrolling operations. However, PSI anticipates that conventional disking and aeration techniques should be sufficient to stabilize these soils. However, proper drying and site preparation time should be allotted for in the project schedule.

After subgrade preparation and observation have been completed, placement of new fills required to obtain proposed grades may begin. Newly placed engineered fill required to establish site grades should be free of organic, frozen, or other deleterious materials, and have a maximum particle size less than 3 inches. Clay fills should have a liquid limit less than 49 and plasticity index between 11 and 25. Other soils with Atterberg limits outside those recommended should be reviewed by the geotechnical engineer for their intended use. If a fine-grained clay soil is used for fill, close moisture content control will be required to achieve the recommended degree of compaction.

Engineered fill should be placed in maximum lifts of eight inches of loose material and should be compacted to within 3% of the optimum moisture content value and a minimum of 95% of the maximum dry density as determined by the modified Proctor test (ASTM D1557). If water is to be added, it should be uniformly applied and thoroughly mixed into the soil by disking or scarifying. Each lift of compacted engineered fill should be observed and tested by a representative of PSI prior to placement of subsequent lifts.

### Foundation Recommendations

Provided that the building pad has been prepared as recommended in this report, the proposed building can be supported by conventional continuous wall and column footings. It is anticipated that after topsoil removal and placement of new fill, shallow foundations placed at normal frost depths will bear within the native clay or newly placed engineered fill. Based on the results of the borings, PSI recommends that footings be designed for a maximum net allowable soil bearing pressure of **4,000 pounds per square feet (psf)** for column footings and **3,500 psf** for wall footings based on dead load plus design live load. Minimum dimensions of 18 inches for continuous footings and 30 inches for any column footings should be used in foundation design to minimize the possibility of a local bearing capacity failure, even if the allowable bearing pressure recommended herein is not fully utilized.

Newly placed engineered fill present below the bottom of the footing excavations should be evaluated by in-place field density tests during construction. The in-place field density may be evaluated on samples obtained by driving thin-wall Shelby tubes in the bottom of footing excavations to a minimum depth of 3 feet or 1 footing width, whichever is greater, below the base of the excavation. In the test probes, the fill density should be evaluated at the surface and every 12 inches for the entire probe depth. Engineered fill below footings should have an in-place density of at least 95% of maximum density and a moisture content within 3% of the optimum as determined by ASTM D 1557. An alternate method for evaluating the acceptability of the fill and an acceptable method to evaluate the natural lean clays under the footing would involve hand auger and static cone or dynamic cone penetrometer testing below the footing bearing level. Each isolated footing should include at least 1 test probe. Test probes should be performed every 20-lineal feet in continuous footings. Based on the recommended 4,000 psf net allowable bearing pressure, suitable bearing non-organic clay soils should be at least very stiff in consistency with minimum penetrometer values of 2 tons per square foot (tsf).

Where unsuitable bearing soils are encountered in a footing excavation, the excavation should be deepened to competent bearing soil, and the footing could be lowered or an overexcavation and backfill procedure could be performed. An overexcavation and backfill treatment would require widening the deepened excavation in all directions at least 6 inches beyond the edge of the footing for each 12 inches of overexcavation depth. The overexcavation should then be backfilled up to footing base elevation in maximum 8 inches thick loose lifts with suitable granular fill material compacted to at least 95 percent of maximum dry density and within 3% of the optimum moisture content as determined by modified Proctor, ASTM Designation D 1557.

As an alternative to supporting the footings at deeper elevations or on a new observed and tested compacted engineered fill, footings may also be designed to bear upon a lean concrete or controlled low strength material (CLSM) base founded upon suitable bearing fills or undisturbed, natural soils as recommended above. If this option is chosen, the footing excavation should extend a minimum of 6 inches beyond each face of the footing.

Exterior footings and footings in unheated areas should be located at a depth of at least 48 inches below the final exterior grade to provide adequate frost protection. If the building is to be constructed during the winter months or if footings will likely be subjected to freezing temperatures after foundation construction, then the footings and concrete should be adequately protected from freezing.

After opening, PSI recommends that the soils at foundation bearing elevation in the footing excavations be observed and tested by a representative of PSI prior to concrete placement, to evaluate the suitability and uniformity of the bearing materials for support of the design foundation loads. Once the support soils are observed and tested, the concrete should be placed as quickly as possible to avoid exposure of the footing bottoms to wetting and drying. Surface run-off water should be drained away from the excavations and not be allowed to pond. The foundation concrete should be placed during the same day the excavation is made. If it is required that footing excavations be left open for more than one day, they should be protected to reduce evaporation or entry of moisture.

Based on the engineering properties of the soils that were encountered at the test borings and the recommendations provided herein, PSI estimates that the total foundation settlement for the foundation system discussed above will be about one inch. Differential settlement will probably be about 75% of the total settlement. While settlement of this amount is generally tolerable, the structure must be designed based upon the estimated settlement and must include properly spaced vertical control joints to minimize the effects of differential movement (such as cosmetic "cracking" of sensitive masonry materials).

#### Floor Slab Recommendations

The building floor slab could be supported by suitable bearing native clay soils or newly placed engineered fill provided the subgrade is prepared as outlined in the Site Preparation Section of this report. PSI recommends that a subgrade modulus ( $k$ ) of 70 pounds per cubic inch (pci) be used for design considerations based on a 30 inch diameter plate load test. However, depending on how the slab loads are applied, the value will have to be geometrically modified. The value should be adjusted for larger areas using the following expression for cohesive and cohesionless soil:

$$\text{Modulus of Subgrade Reaction, } k_s = \left(\frac{k}{B}\right) \text{ for cohesive soil and}$$

$$k_s = k \left(\frac{B+1}{2B}\right)^2 \text{ for cohesionless soil}$$

where:  $k_s$  = coefficient of vertical subgrade reaction for loaded area,  
 $k$  = coefficient of vertical subgrade reaction for 707 square inches area  
 $B$  = width of area loaded, in feet

PSI recommends that a minimum four-inch thick free draining granular mat be placed beneath the floor slab to enhance drainage. Polyethylene sheeting should be placed to act as a vapor retarder where the floor will be in contact with moisture sensitive equipment or products such as tile, wood, carpet, etc., as directed by the design engineer. The decision to locate the vapor retarder in direct contact with the slab or beneath the layer of granular fill should be made by the design engineer after considering the moisture sensitivity of subsequent floor finishes, anticipated project conditions and the potential effects of slab curling and cracking. The floor slabs should have an adequate number of joints to reduce cracking resulting from differential movement and shrinkage.

### Pavement Recommendations

PSI understands that new pavement areas are planned for the northeast side of the proposed building. Based upon the soils observed on site, PSI anticipated the subgrade soils within the pavement area to consist of newly placed and compacted engineered fill (after the topsoil has been stripped) or native clay soils. PSI recommends that the subgrade soils for the pavements be prepared in accordance with the Site Preparation section of this report.

A detailed traffic analysis was not performed as part of this exploration; however, based upon the proposed construction, the light and heavy duty pavement sections shown below are based on a 20 year design life of 30,000 and 60,000 equivalent 18,000 pound single axle loads (ESAL), respectively (**These loads are based on using ¾ ton pick-up trucks for snow clearing activities; PSI should be contacted if a front end loader is planned to be used or if these traffic loads are not indicative of the actual loads**). The existing soils encountered below the surficial topsoil and pavement materials are considered medium subgrade materials, having a minimum CBR value of 3 according to the Wisconsin Asphalt Pavement Association Design Guide. Engineered fill material used to raise existing grades within parking and drive areas should meet or exceed this CBR value. The following design factors were used in developing the recommended pavement sections:

- Design Life: - 20 years
- Terminal Serviceability: - 2.0
- Reliability: - 85%
- Initial Serviceability: - 4.2
- Standard Deviation: - 0.45

If during the final design phase these values are determined to be incorrect, PSI must be contacted to provide revised pavement recommendations. Based upon the soil Borings, laboratory data and provided the subgrade soils are prepared as outlined in this report, the following flexible pavement section is recommended for parking stalls (light duty) and drive lanes for heavy garbage trucks (heavy duty).

### Light Duty Asphalt Pavement Section

Granular Base Course Thickness	8 inches
HMA Thickness	3 inches*

\*This thickness could only be used if 9.5 mm asphalt mix is used (assuming 2 layers are placed); if other mixes are planned for this project, the minimum layer thickness recommendations provided by WisDOT should be adhered to which will in turn increase the overall asphalt thickness.

### Heavy Duty Asphalt Pavement Section

Granular Base Course Thickness	9 inches
HMA Thickness	4 inches

The granular base course should consist of well-graded crushed stone meeting the requirements from Section 305 of the State of Wisconsin Standard Specifications for Construction for a 1½" dense graded base. The granular base course material should be placed and compacted to a minimum of 95% of maximum density as determined by ASTM D 1557 (modified Proctor) and within +/-3% of the optimum moisture content value. Also, a representative of a qualified geotechnical engineer must test the base course material prior to, and during, placement.

Asphaltic binder and surface courses should meet the requirements from Section 460 of the State of Wisconsin Standard Specifications for Construction. Asphaltic courses should be placed and compacted to the minimum required density contained within section 460 of the Standard Specifications. An adequate number of in-place density tests should be performed during construction to document the placement compaction.

The pavements should be sloped to provide positive surface drainage. Water should not be allowed to pond on or adjacent to the pavement as this could saturate the subgrade and cause premature pavement deterioration. The granular base course should be protected from water inflow along drainage paths. Additionally, the granular base course should extend beyond the edges of the pavement in low areas to allow any water that enters the base course stone a path for exit.

The parking area is recommended to be constructed with attention to final grades to facilitate drainage. Otherwise, a storm sewer system may be appropriate to carry away storm run-off water. Construction of the subgrade and pavements should be in accordance with the project specifications.

A flexible pavement system is not recommended in dumpster pad areas and areas where heavy trucks will turn frequently or will be parked. Within these areas, consideration should be given for use of a rigid pavement. Based upon the anticipated traffic volumes, PSI recommends a concrete pavement section consisting of 6 inches of crushed aggregate base course and 6 inches of Portland cement concrete. The concrete must be properly reinforced and must have appropriately spaced control joints.

### Seismic Site Class

The 2006 International Building Code requires a site class for the calculation of earthquake design forces. This class is a function of soils type (ie. depth of soil and strata types). Based on the estimated density of the soils observed within the boring locations, Site Class "C" is recommended. The USGS-NEHRP probabilistic ground motion values near 42.862601°N and 87.953483°W are as follows:

PERIOD (SECONDS)	2% PROBABILITY OF EVENT IN 50 YEARS (%G)	SITE COEFFICIENT $F_a$	SITE COEFFICIENT $F_v$
PGA	5.4	NA	NA
0.2 ( $S_s$ )	11.4	1.2	NA
1.0 ( $S_1$ )	4.6	NA	1.7

The Site Coefficients,  $F_a$  and  $F_v$  were interpolated from IBC 2006 Tables 1613.5.3(1) and 1613.5.3(2) as a function of the site classification and the mapped spectral Response acceleration at the short ( $S_s$ ) and 1 second ( $S_1$ ) periods.

### Infiltration Characteristics of Subsurface Soils

Field infiltration testing was not requested at the time of field exploration. However, for preliminary design purposes the following table provides estimates of design infiltration rates for different soil textures and is based on Table 2, *Design Infiltration Rates for Soil Textures Receiving Storm Water*, from the Site Evaluation for Storm Water Infiltration, DNR Code 1002. The infiltration rates published by the Natural Resources Conservation Service (NRCS) which are used by the DNR to determine if the soils are exempt from infiltration are also listed.

SOIL TEXTURE	DNR 1002 TABLE 2, DESIGN INFILTRATION RATE WITHOUT MEASUREMENT (IN/HOUR)	NRCS INFILTRATION RATES (IN/HOUR)
Coarse sand or coarser (COS)	3.60	>20
Loamy coarse sand (LCOS)	3.60	>20
Sand (S)	3.60	>20
Loamy sand (LS)	1.63	6.3-20.0
Sandy loam (SL)	0.50	2.0-6.3
Loam (L)	0.24	0.63-2.0
Silt loam (SIL)	0.13	0.63-2.0
Sandy clay loam (SCL)	0.11	0.63-2.0
Clay loam (CL)	0.03	0.63-2.0
Silty Clay loam (SICL)	0.04	0.63-2.0
Sandy clay (SC)	0.04	0.63-2.0
Silty clay (SIC)	0.07	0.06-0.20
Clay (C)	0.07	0.06-0.20

Based on bottom of basin elevations being up to 10± feet below current ground surface, this site would be considered exempt from infiltration. The soils at the bottom of the proposed ponds were classified as a Clay (C) which has an NRCS infiltration rate below 0.6 inches per hour, making them exempt from infiltration according to Wisconsin Administrative Code NR 151.

## Detention Pond Design Recommendations

PSI understands that a stormwater management pond will be constructed on the northeast side of the building. PSI anticipates that the bottom of the pond elevation to be up to 10± feet below existing ground surface. Based on the results of the soil boring performed by PSI (B-7) the materials encountered below the surficial topsoil generally consisted of native clay (C) in accordance with the USDA classification system.

The pond should be constructed as a wet detention pond, based upon the native clay observed. No in-situ permeability testing was performed; however, the native clays at anticipated pond bottoms are anticipated to meet the WDNR requirements for not needing a pond liner as stated in Appendix D of DNR Code 1001. However, sporadic layers of higher permeability silt and sand layers will likely be encountered during excavation. Therefore, it is important that during construction a representative of PSI observe the sidewalls and bottom of the pond after excavation is complete to document that actual soil conditions and verify that no silt or sand seams are present. If layers or veins of sand or silt are encountered during excavation activities, these more permeable soils should be removed to a minimum of 24 inches below pond bottom. The overexcavated material should be replaced with compacted lean clay soils as outlined below.

Concerning embankment slopes, it is PSI's opinion that properly constructed slopes as steep as 2 horizontal to 1 vertical would generally be stable, but would be susceptible to erosion and difficult to maintain or construct with rubber tired mowing or grading equipment. Therefore, embankment slopes of 3 horizontal to 1 vertical or flatter are recommended.

PSI recommends that any fill placed for liners, if needed, have a minimum liquid limit of 25 and plasticity index above 12. Based on the Atterberg Limit tests performed, the on-site lean clays will be suitable for this purpose. The fill should be placed in loose lifts not to exceed 8 inches in thickness and compacted to a minimum of 95% of the material's maximum laboratory dry density determined in accordance with ASTM D698 standard proctor. The materials should be placed and compacted at moisture contents varying from 0 to 3% above the material's optimum moisture content determined in accordance with the above ASTM procedure.

The performance of the pond can be affected by factors such as the introduction of sediment and organic materials to the pond bottom over time. Therefore, a pond maintenance program should be developed in order to remove sediment or organic materials.



# Wheaton Franciscan Healthcare

## Franklin Medical Office Building

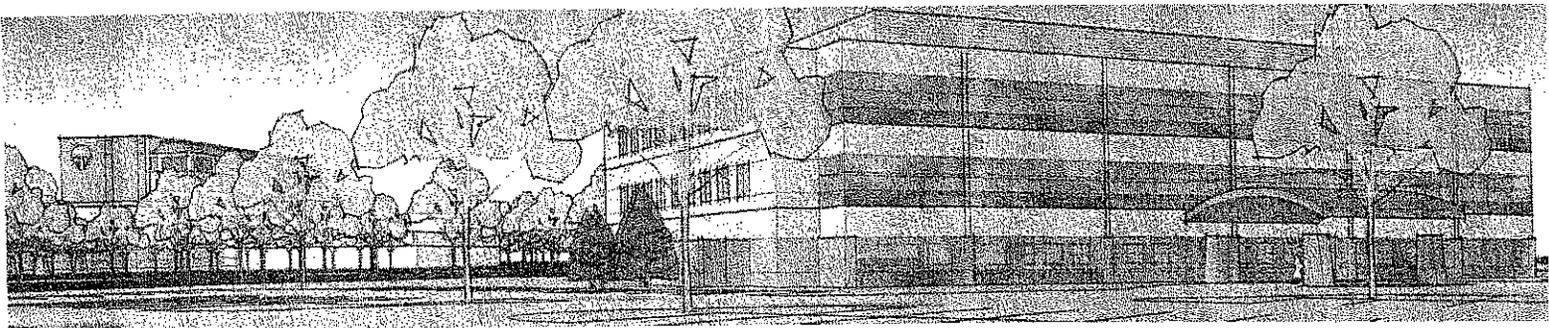
Franklin Planning Commission Submittal

Advisory Review 25 June 2012

Updated for 19 July 2012 Review (updated text is underlined)

## Exhibit D

### Natural Resources Protection Plan Consultant Agreement



**Natural Resource Protection Plan**  
**Consultant Information**

Pursuant to City of Franklin regulations and policies, all Natural Resource Protection Plans must be prepared by the applicant. Should there not be any natural resource features as defined by Section 15-4.0100 of the Unified Development Ordinance within the subject property, a "letter of no resources" may be provided in lieu of a Natural Resource Protection Plan.

*In addition*, the applicant must also pay for review of the Natural Resource Protection Plan and/or review of the "letter of no resources" by a third party independent consultant of the City's choosing (however, if one of the first two consultants noted below is chosen to prepare the "letter of no resources", it does not have to be reviewed by another consultant).

It is important to note that these costs are separate from, and in addition to, the application review fee.

By signing this form, the applicant understands and agrees that a third party independent review of the Natural Resource Protection Plan or "letter of no resources" will be performed by one of the consultant firms listed below and that any and all costs of said review (including, but not limited to, time, mailing and/or delivery fees) are the responsibility of the applicant and are to be paid to the City of Franklin prior to final approval of the application by the City.

Signed: 

Date: 6-21-12

**Billing Information:** Please Print

Company Name: Wheaton Franciscan Healthcare  
Contact Person/Title: Ron Boecker VP Facilities  
Mailing Address: 400 W River Woods Parkway  
City, State, Zip Code: Glendale, WI 53212

**Contracted Third Party Independent Consultants 2010**

Cedarburg Science, LLC

262-376-0735

Leslie Brotkowski, Sr Ecologist

Graef

414-259-1500

Tina Myers, P.W.S.

RA Smith National

262-317-3361

Heather Patti, P.W.S.



# Wheaton Franciscan Healthcare

## Franklin Medical Office Building

Franklin Planning Commission Submittal  
Advisory Review 25 June 2012  
Updated for 19 July 2012 Review (changes are clouded)

### Exhibit E

## Site Intensity and Capacity Calculations

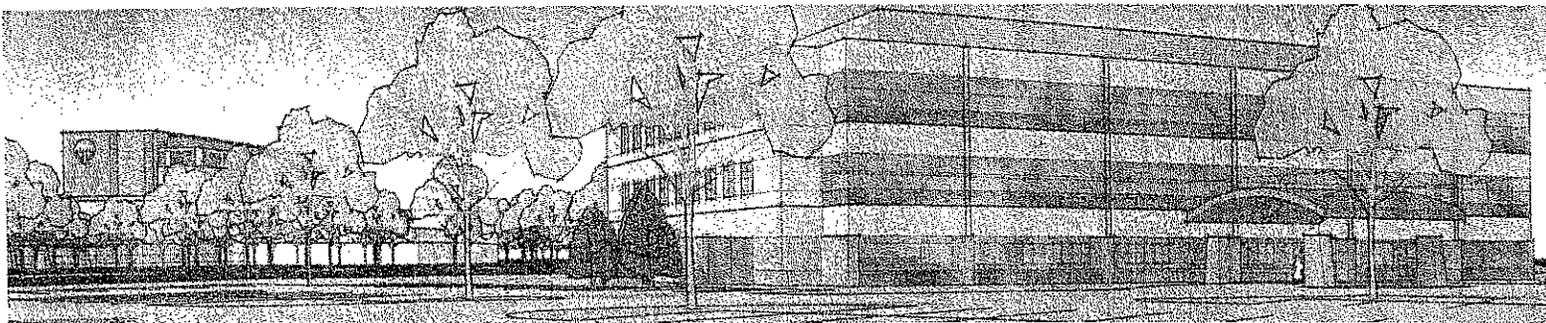


Table 15-3.0505

WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND CAPACITY FOR NONRESIDENTIAL DEVELOPMENT

<p><b>STEP 1:</b></p>	<p><b>CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE:</b>                  Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): <u>13.7 acres</u>                   Multiple by Minimum <i>Landscape Surface Ratio (LSR)</i> (see specific zoning district LSR standard): X <u>.25</u>                   Equals <b>MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE</b> =</p>	<p>3.425 acres</p>
<p><b>STEP 2:</b></p>	<p><b>CALCULATE NET BUILDABLE SITE AREA:</b>                  Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): <u>13.7 acres</u>                   Subtract <i>Total Resource Protection Land</i> from Table 15-3.0503 or <i>Minimum Required Landscape Surface</i> (from Step 1 above), whichever is greater: - <u>3.425</u>                   Equals <b>NET BUILDABLE SITE AREA</b> =</p>	<p>10.275 acres</p>
<p><b>STEP 3:</b></p>	<p><b>CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE:</b>                  Take <i>Net Buildable Site Area</i> (from Step 2 above): <u>10.275</u>                   Multiple by Maximum <i>Net Floor Area Ratio (NFAR)</i> (see specific nonresidential zoning district NFAR standard): X _____                   Equals <b>MAXIMUM NET FLOOR AREA YIELD OF SITE</b> =</p>	<p>acres</p>
<p><b>STEP 4:</b></p>	<p><b>CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE:</b>                  Take <i>Base Site Area</i> (from Step 5 of Table 15-3.0502): <u>13.7 acres</u>                   Multiple by Maximum <i>Gross Floor Area Ratio (GFAR)</i> (see specific nonresidential zoning district GFAR standard): X _____                   Equals <b>MAXIMUM GROSS FLOOR AREA YIELD OF SITE</b> =</p>	<p>acres</p>
<p><b>STEP 5:</b></p>	<p><b>DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE:</b>                  Take the <i>lowest</i> of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above):                   (Multiple results by 43,560 for maximum floor area in square feet):</p>	<p>acres  (_____ s.f.)</p>



# Wheaton Franciscan Healthcare

## Franklin Medical Office Building

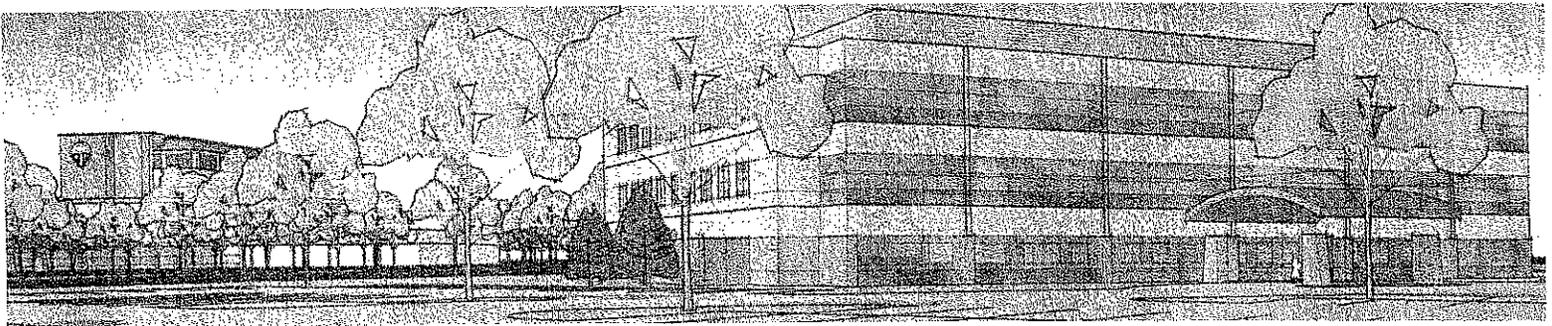
Franklin Planning Commission Submittal

Advisory Review 25 June 2012

Updated for 19 July 2012 Review (changes are clouded)

### Exhibit F

## South 27<sup>th</sup> Street Overlay Design Standards Waiver Request



# South 27<sup>th</sup> Street Overlay Design Standards Waiver Request

## 15-5.0203 - Reduction in Required Parking:

Section 15-5.0203 of the UDO defines requirements for off-street parking. Ordinance No. 2011-2043 amended this section of the ordinance to reduce the minimum parking requirements and address queuing requirements. Per this ordinance medical office is required to provide a minimum of 6.5 spaces per 1,000 square feet of Gross Floor Area, plus six (6) queuing spaces. Based on this calculation, a 64,800 square foot medical office building would be required to provide a minimum of 423 off-street parking spaces.

**The parking lot capacity has been designed to a common industry-wide medical office building standard of 5 stalls/1000nsf. The resulting parking count was confirmed as sufficient based on a recent Wheaton Franciscan peak parking study:**

### Summary of Required Parking

#### Parking Requirements per City of Franklin UDO

GSF:	Building:	UDO Requirement: 6.5 spaces per 1,000 GSF +
64,800	Medical Office Building	6 Queuing

Total Spaces  
423

#### Parking Projections per EUA

NSF:	Building:	EUA Recommended: 5 spaces per 1,000 NSF +
60,000	Medical Office Building	6 Queuing

Total Spaces  
306

#### HDR's Estimated Peak Hour Occupancy Projections Methodology (circa 2008)

Medical Office Building	Exam Rooms	Spaces per Exam Room
Wheaton Franciscan Medical Group:	80	2
Leased Physician Space:	20	2
	100	4

Estimated # at Peak Hour			
Patients	Associates	Physicians	Total Spaces
160	72	24	256
40	18	6	64
200	90	30	320

#### Current Campus Parking Demand

Inclusive of: Inpatient, Diagnostic, Procedure, Emergency Department, Existing MOB, Conference and Support spaces.

Parking Type:	Existing	Peak
Patient (East):	513	350
Physician (South):	49	26
Associate (West):	339	238
Total Spaces:	901	614

**Furthermore, as is the case at the Hospital, valet parking will be made available to visitors at the Medical Office Building – so any overflow can be easily accommodated within other parking areas on the Hospital grounds as needed.**

## **15-3.0355 –Design Standards for Non-Residential Buildings**

Design standards for non-residential buildings [greater than 20,000 square feet in area] per Section 15-3.0355-C of the Unified Development Ordinance (UDO) stipulate that:

### **15-3.0355-C-5. Building Design**

"A minimum of twenty percent of all the combined linear roof eave or parapet lines of the structure shall employ differences in height, with such differences being six feet or more..."

**The Medical Office Building is placed within the landscape at an angle to relate not only to the Hospital's orientation, but also to address the Wheaton Way roundabout. The subtle effect of this orientation, and the building footprint's articulation, creates a more picturesque presentation to South 27<sup>th</sup> Street. Additional roofline articulation, on such a modestly sized and proportioned building, conflicts with the reserved nature of the building's overall composition. In lieu of the design standard roof line articulation, the Medical Office Building design provides an alternative architectural focal point highly visible from South 27<sup>th</sup> Street – a substantial vaulted entrance canopy. The canopy's curving lines complement the reserved architecture and relate to the vocabulary established by the Hospital. Exterior stone has been added at the first level and the canopy piers to enhance the public entrance of the building.**

### **15-3.0355-C-6 Building Entrances**

"Unless exempted by the Plan Commission, all sides of the building that directly face or abut a public street or parking area shall have at least one public entrance.."

**The Medical Office Building's public entrance is placed on the northeast façade obliquely facing South 27<sup>th</sup> and central to the project's public & staff parking. The West and East facades have exit access and provide secondary staff-only entrances. The façade facing Wheaton Way has no entrance access. The nature of the medical office building is to create an environment respectful of patient privacy. Multiple entrance points – coupled with a rather glassy first floor façade –conflicts with this important consideration. In lieu of a second public entrance, the façade fronting Wheaton Way has been composed in a manner which provides a similar level of articulation.**

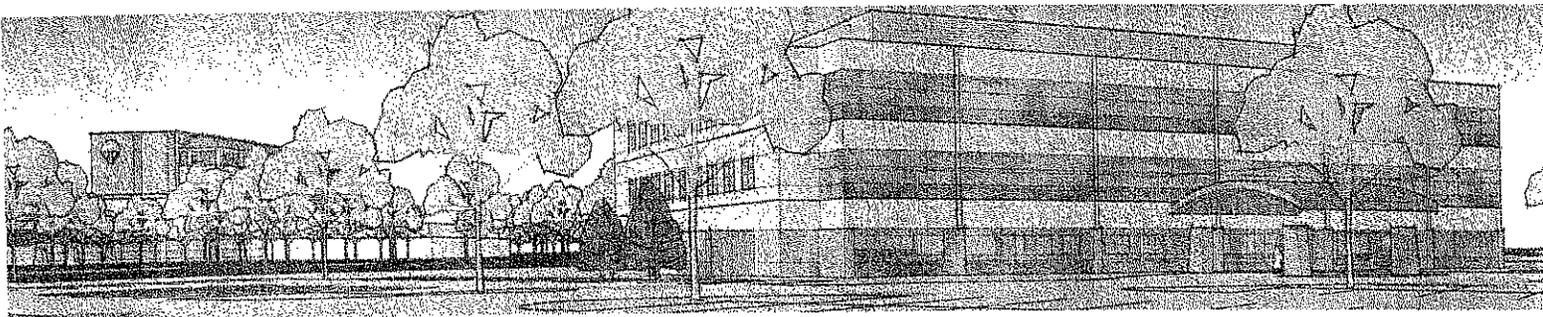


# Wheaton Franciscan Healthcare Franklin Medical Office Building

Franklin Planning Commission Submittal  
Advisory Review 25 June 2012  
Updated for 19 July 2012 Review (changes are clouded)

## Exhibit A Plans

- C1.0 Existing Topographic Survey
- C2.0 Preliminary Site Plan
- C3.0 Preliminary Grading and Erosion Control Plan
- C4.0 Preliminary Utility Plan
- C5.0 Preliminary Details
- C6.0 Preliminary Details
- LS100 Landscape Plan
- A111 Schematic Floor Plans
- A211 Schematic Elevations
- A212 Schematic Exterior Imagery
- E100 Site Lighting Plan



**eva**

evadesign urban + architectural  
1331 EAST WISCONSIN AVENUE  
MILWAUKEE, WI 53212  
TEL: 414.331.1234  
WWW.EVAD.COM

**PROJECT INFORMATION**

Proposed Medical  
Office Building  
9989 S. 27th St.  
Franklin, WI 53132

**ISSUANCE AND REVISIONS**

Schematic Design  
AUGUST 2008

**REVISIONS**

REVISION NUMBER  
DATE  
DESCRIPTION

**REFPLAN**

**SHEET INFORMATION**

**PROGRESS DOCUMENTS**

THIS DOCUMENT IS THE PROPERTY OF EVAD DESIGN AND ARCHITECTURE. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF EVAD DESIGN AND ARCHITECTURE.

PROJECT NUMBER: 081

DATE: 08/20/08

**PRELIMINARY**

**GRADING &**

**EROSION**

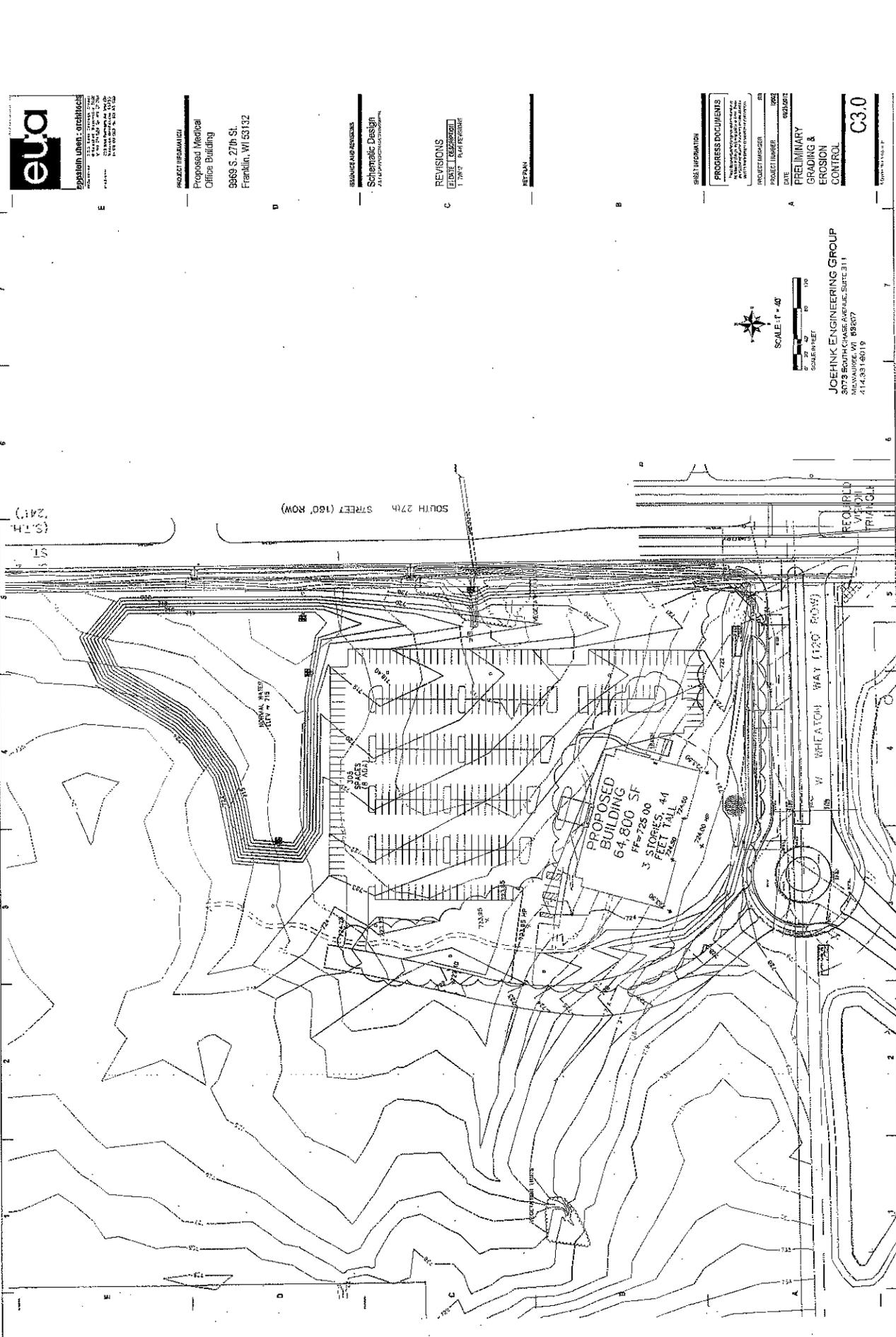
**CONTROL**

**C3.0**

JOSEPH ENGINEERING GROUP  
1000 W. WHEATON WAY, SUITE 311  
MILWAUKEE, WI 53227  
414.331.4019



SCALE: 1" = 40'





**PROJECT INFORMATION**  
 Proposed Medical  
 Office Building  
 9889 S. 27th St.  
 Franklin, WI 53132

**LEADLINE ARCHITECTS**  
 Schematic Design  
 5415 UNIVERSITY AVENUE, SUITE 100  
 MADISON, WI 53706

**REVISIONS**  
 1. ISSUE LOG/REVISION  
 2. ISSUE PLANNING

**NET PLAN**

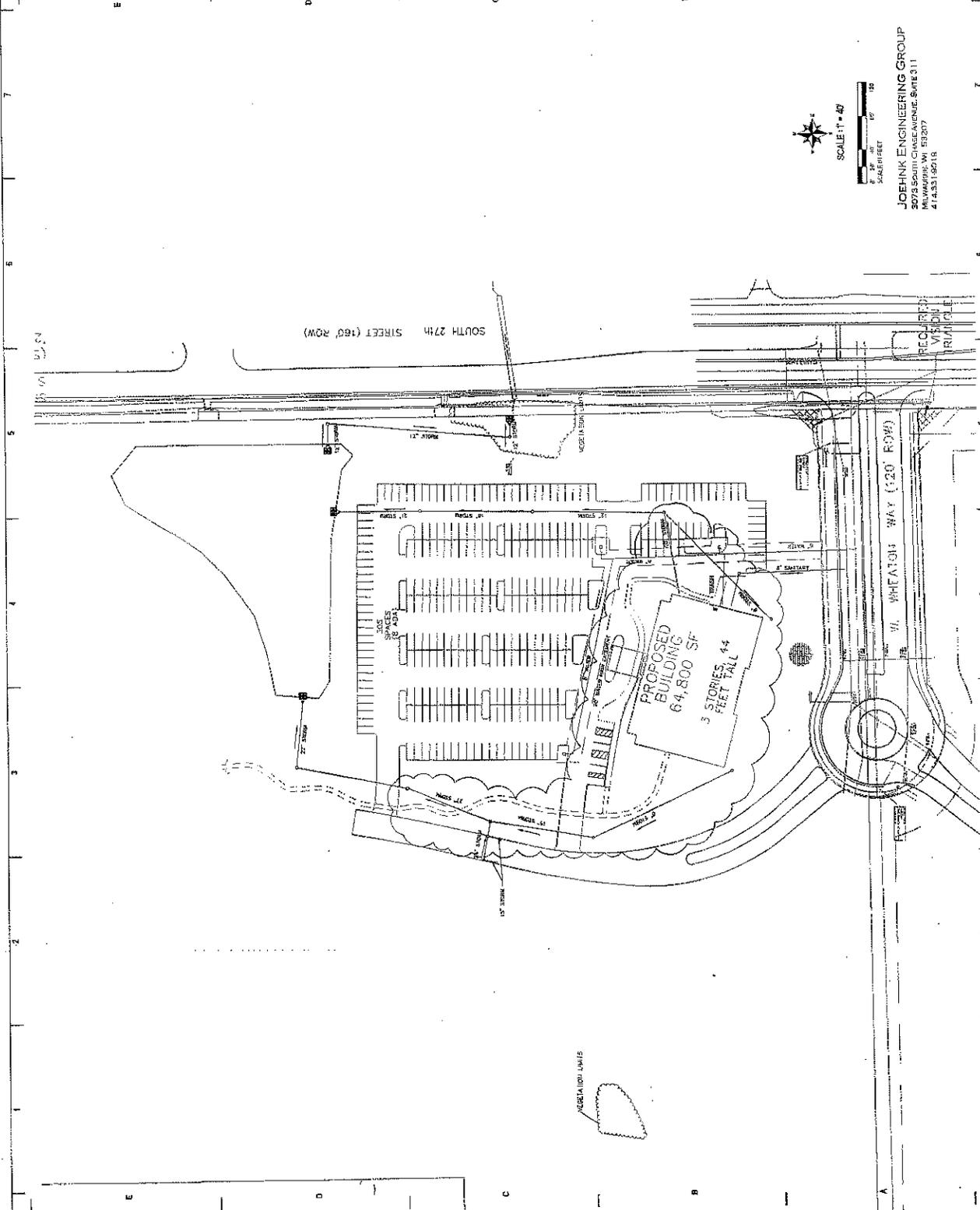
**PROGRESS DOCUMENTS**

PROJECT NUMBER	2000
DATE	02/20/02

**PROJECT INFORMATION**

PROJECT NUMBER	2000
DATE	02/20/02

**PRELIMINARY  
 UTILITY PLAN**  
**C4.0**



SCALE: 1" = 40'  
 0' 20' 40' 80'  
 SCALE IN FEET

**JOEHNK ENGINEERING GROUP**  
 2075 SOUTH CHASE AVENUE, SUITE 311  
 MILWAUKEE, WI 53207  
 414.851.8218







epstein ahern - architects  
 555 EAST COCKER STREET  
 SUITE 100  
 MILWAUKEE, WI 53212  
 PHONE: 414.224.1100  
 FAX: 414.224.1101  
 WWW: WWW.EA-ARCHITECTS.COM



PROJECT INFORMATION  
 Proposed Medical  
 Office Building

9968 S. 27th St.  
 Franklin, WI 53132

ISSUE AND REVISIONS  
 Schematic Design

REVISIONS  
 # DATE DESCRIPTION

REVISION

HEET INFORMATION

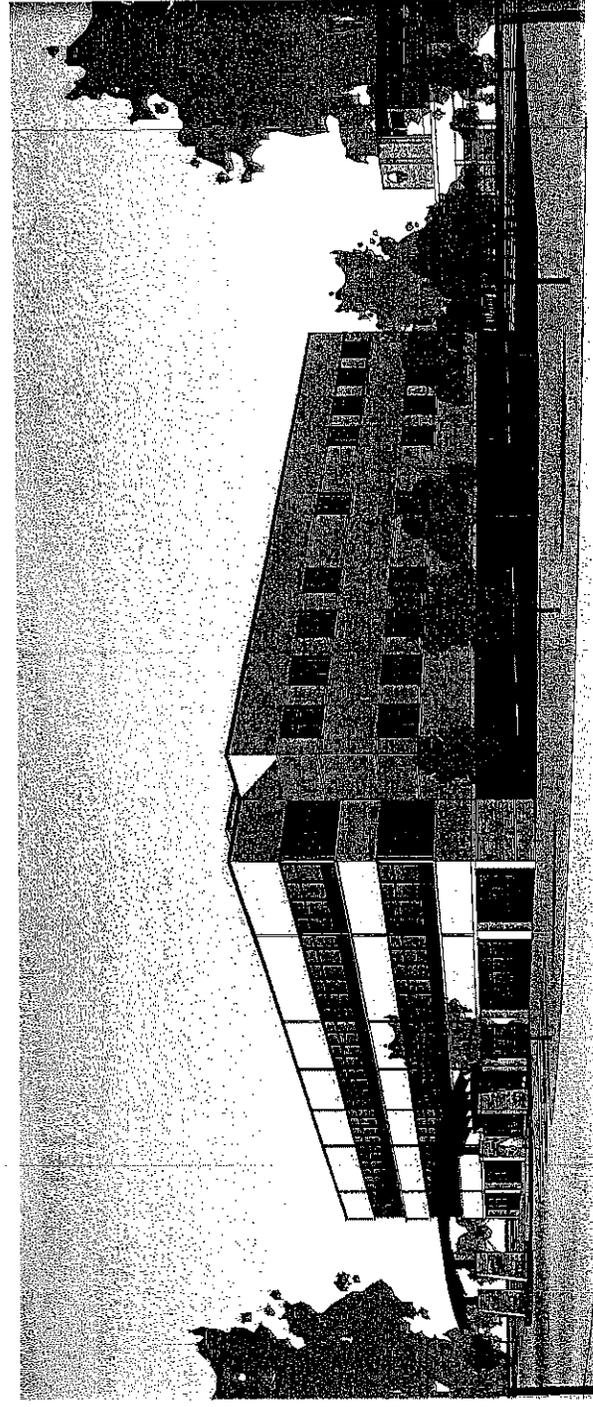
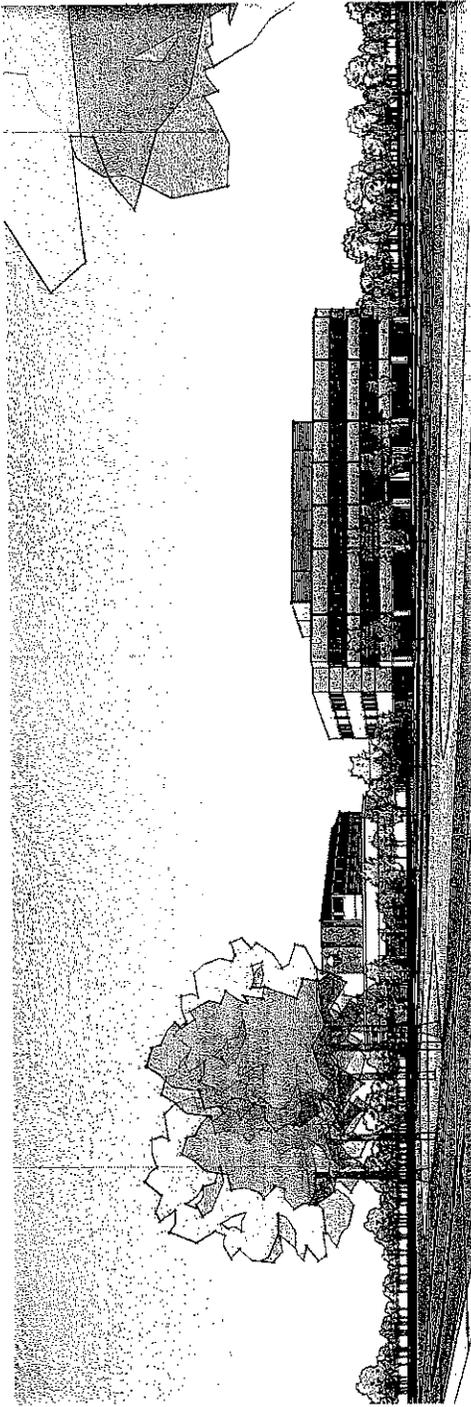
PROGRESS DOCUMENTS  
 This document is a progress document and is not for construction. It is subject to change without notice.

PROJECT MANAGER	RU
DATE	09/01/12
DATE	09/01/12

SCHMATIC  
 EXTERIOR IMAGERY

A212

DATE PLOTTED: 09/01/12









<b>APPROVAL</b> <i>Slu</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> August 7, 2012
<b>REPORTS AND RECOMMENDATIONS</b>	Potential Development of Property within the South 27th Street Corridor. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and negotiate terms relating to the potential development of property within the South 27th Street Corridor, and the governmental actions in relation thereto and to effect such development, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	<b>ITEM NUMBER</b>  17. G.H.

**COUNCIL ACTION REQUESTED**

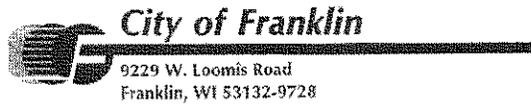
A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and negotiate terms relating to the potential development of property within the South 27th Street Corridor, and the governmental actions in relation thereto and to effect such development, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

**BLANK PAGE**

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p><b>8/7/2012</b></p>
<p>Licenses and Permits</p>	<p><b>Miscellaneous Permits</b></p>	<p>ITEM NUMBER</p> <p><i>H. 1.</i></p>

See attached list from meeting of August 7, 2012

COUNCIL ACTION REQUESTED



**City of Franklin**

9229 W. Loomis Road  
Franklin, WI 53132-9728

414-425-7500

**License Committee  
Agenda\*  
Alderman's Room  
August 7, 2012 – 6:00 pm**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time</b>		
<b>2.</b>	<b>Applicant Interviews &amp; Decisions</b>			
<b>License Applications Reviewed</b>		<b>Recommendations</b>		
<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Operator 2012-13 6:05 p.m.</b>	<b>Brian J Lewis</b> 3505 S River Glen Ln #5 Greenfield, WI 53228 Chili's Grill & Bar			
<b>Operator 2012-13</b>	<b>Angeli, Sharon M</b> 3318 W Woodward Dr Franklin, WI The Hideaway Pub & Eatery			
<b>Operator 2012-13</b>	<b>Balistreri, James H</b> 2923 S 43 <sup>rd</sup> St Milwaukee, WI 53219 Chili's Grill & Bar			
<b>Operator 2012-13</b>	<b>Baratta, Tina M</b> 11207 42 <sup>nd</sup> Av e Pleasant Prairie, WI 53186 The Hideaway Pub & Eatery			
<b>Operator 2012-13</b>	<b>Brown, Jeremy L</b> 2575 W Lakewood Ln 1B Oak Creek, WI 53154 Chili's Grill & Bar			
<b>Operator 2012-13</b>	<b>Brown, Ronalee A</b> 9075 S Chicago Ct Oak Creek, WI 53154 Buckhorn Inn			
<b>Operator 2012-13</b>	<b>Hushek, Andrew R</b> 5315 W Arizona St Milwaukee, WI 53219 St Martins Fair – VFW Post 10394			
<b>Operator 2012-13</b>	<b>Toor, Balbir Kaur</b> 3840 W Jerelin Dr Franklin, WI 53132 Franklin Mobil – 6611 S 27 <sup>th</sup>			
<b>Operator 2012-13</b>	<b>Klopp, Heath A</b> 245 Siouthtowne Dr #E 101 South Milwaukee, WI 53172 Root River Center			
<b>Operator 2012-13</b>	<b>Trapman, Shannon M</b> S69 W15062 Cornell Cir Muskego, WI 53150 Auntie's			
<b>Operator 2012-13</b>	<b>Walia, Gurpreet</b> 11401 Parkview Ln Hales Corners, WI 53130 The Landmark			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator Temporary	<b>Glanzmann, Jacqueline M</b> 4915 W Loomis Rd Greenfield, WI 53220 St Martins Fair – Franklin Lioness Club			
Extraordinary Entertainment & Amusement Event	<b>MACC Fund Card Show</b> Person in Charge: Wayne Seidel Location: 6455 S 108 <sup>th</sup> St – Hiller Ford Car Dealership Date of Event: 9/9/2012 9 a.m. to 4:00 p.m.			
Temporary Entertainment & Amusement	<b>Franklin- Hales Corners VFW Post 10394</b> Person in Charge: Andrew Hushek Location: 11300 W Church St Date of Event: 9/2-3/2012			
Temporary Class B Beer	<b>Franklin- Hales Corners VFW Post 10394</b> Person in Charge: Andrew Hushek Location: 11300 W Church St Date of Event: 9/2-3/2012			
<b>3.</b>	<b>Adjournment</b>	Time		

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

**BLANK PAGE**

<b>APPROVAL</b> <i>Slw</i> <i>CAF</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>8/7/12</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <i>I. 1.</i>

Provided separately for Council approval is a list of vouchers Nos. 143739 through 143888 in the amount of \$1,311,536.59. Included in this listing is \$22,740.13 in Library vouchers. The net City vouchers for August 7<sup>th</sup> are \$ 1,288,796.46.

Approval is requested for the net payroll dated July 27, 2012 in the amount of \$358,509.87.

**COUNCIL ACTION REQUESTED**

Motion approving net City vouchers in the range of Nos. 143739 through 143888 dated August 7<sup>th</sup> in the amount of \$ 1,288,796.46.

Approval is requested for the net payroll dated July 27, 2012 in the amount of \$ 358,509.87.